



Rizzetta & Company

# **Hawkstone Community Development District**

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## **Board of Supervisors' Regular Meeting August 16, 2023**

**District Office:  
2700 S. Falkenburg Road, Suite 2745  
Riverview, Florida 33578  
813.533.2950**

# **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**

District Office · Riverview, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
www.hawkstonecdd.org

<b>District Board of Supervisors</b>	Matthew O'Brien	Chairperson
	Brent Dunham	Vice Chairperson
	Marlena Nitschke	Assistant Secretary
	Allison Martin	Assistant Secretary
	Nicolas DeArmas	Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, nc.
<b>District Counsel</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Chris O'Kelley	Clearview Land Design

**All Cellular phones and pagers must be turned off during the meeting.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/ workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based.

# HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA · (813) 533-2950

MAILING ADDRESS – 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614

WWW.HAWKSTONECDD.ORG

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Board of Supervisors  
Hawkstone Community  
Development District

August 9, 2023

## FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District will be held on **Wednesday, August 16, 2023, at 3:00 p.m.**, at the office of Rizzetta & Company Inc, located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578. The following is the agenda for this meeting:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ITEMS**
  - A. Public Hearing on the Final Budget for Fiscal Year 2023-2024
    1. Consideration of Resolution 2023-06, Adopting the Fiscal Year 2023-2024 Final Budget.....Tab 1
  - B. Public Hearing on the Fiscal Year 2023-2024 Special Assessments
    1. Consideration of Resolution 2023-07, Imposing Special Assessments for Fiscal Year 2023-2024.....Tab 2
  - C. Consideration of Resolution 2023-08, Adopting the Fiscal Year 2023-2024 Meeting Schedule.....Tab 3
  - D. Consideration of Temporary Access Agreement.....Tab 4
  - E. Consideration of WatchMeSwim Proposal.....Tab 5
  - F. Ratification of AquaSentry Pool Proposal.....Tab 6
  - G. Consideration of Holiday Lighting Proposal.....Tab 7
  - H. Presentation of Website Audit.....Tab 8
4. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors Regular Meeting held on July 19, 2023.....Tab 9
  - B. Consideration of Operations and Maintenance Expenditures for June 2023.....Tab 10
5. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape Inspection Services
    1. Presentation of Landscape Inspection Report.....Tab 11
  - D. District Manager
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,  
*Matthew Huber*  
Matthew Huber  
District Manager

## **Tab 1**

## RESOLUTION 2023-06

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Hawkstone Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving 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 pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the Proposed Budget projects 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:**

#### **Section 1. Budget**

- a. That 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 records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Hawkstone Community Development District for the Fiscal Year Beginning October 1,

2023, and Ending September 30, 2024”.

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$ \_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ _____
Total Reserve Fund [if Applicable]	\$ _____
Total Debt Service Funds	\$ _____
Total All Funds*	\$ _____

\*Not inclusive of any collection costs or early payment discounts.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 16, 2023.**

Attested By:

**Hawkstone Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2023-2024 Adopted Budget**

## **Tab 2**

## RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Hawkstone Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is located in Hillsborough County, Florida (“**County**”);

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2023-2024 attached hereto as **Exhibit A** (“**FY 2023-2024 Budget**”) and incorporated as a material part of this Resolution by this reference;

**WHEREAS**, the District must obtain sufficient funds to provide for the activities described in the FY 2023-2024 Budget;

**WHEREAS**, the provision of the activities described in the FY 2023-2024 Budget is a benefit to lands within the District;

**WHEREAS**, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

**WHEREAS**, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2023-2024 Budget ("**O&M Assessments**");

**WHEREAS**, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("**Debt Assessments**") in the amounts shown in the FY 2023-2024 Budget;

**WHEREAS**, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference ("**Assessment Roll**");

**WHEREAS**, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law; and

**WHEREAS**, JEN Florida 32, LLC ("**Developer**") has agreed to **fund** a portion of the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1. Benefit from Activities and O&M Assessments.** The provision of the activities described in the FY 2023-2024 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2023-2024 Budget and in the Assessment Roll.

**Section 2. O&M Assessments Imposition.** Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2023-2024 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**Section 3. Collection and Enforcement of District Assessments.**

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax

Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

**b. Direct Bill for Certain Debt Assessments.**

- i. The Debt Assessments on un-developed and un-platted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. Debt Assessments directly collected by the District due may be paid in several partial, deferred payments and according to the following schedule:
  1. 50% due no later than December 1, 2023
  2. 50% due no later than April 1, 2024
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2023-2024 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

**c. Direct Bill for Certain O&M Assessments.**

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll. O&M Assessments directly collected by the District are due in full by March 31, 2024.
- ii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**Section 4. Certification of Assessment Roll.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**Section 5. Assessment Roll Amendment.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**Section 7. Procedural Irregularities.** Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

**Section 8. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 9. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 10. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 16, 2023.**

Attested By:

**Hawkstone  
Community Development District**

Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2023-2024 Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

## **Tab 3**

## **RESOLUTION 2023-08**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Hawkstone Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Hillsborough County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT:**

1. The Fiscal Year 2023/2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF AUGUST 2023.**

**HAWKSTONE COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASST. SECRETARY**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**

October 18, 2023  
November 15, 2023  
December 20, 2023  
January 17, 2024  
February 21, 2024  
March 20, 2024  
April 17, 2024  
May 15, 2024  
June 19, 2024  
July 17, 2024  
August 21, 2024  
September 18, 2024

All meetings will convene at 3:00 p.m. and will be held at the office of Rizzetta and Company located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578.

## Tab 4

**TEMPORARY ACCESS AGREEMENT**  
**BY AND AMONG THE HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**  
**AND JEREMY EDWARD SAMPLES & KELSEY JO SAMPLES**

This Temporary Access Agreement (“Access Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**Hawkstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

**Jeremy Edward Samples & Kelsey Jo Samples**, owners of property located at 12603 Shetland Walk Drive, Lithia, FL 33547, (together the “Homeowner”); and

**WITNESSETH**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), by an ordinance of the Board of County Commissioners of Hillsborough County, Florida, (the “Ordinance”) and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District is the owner of certain lands in Hillsborough County, Florida, more particularly described as **according to the plat of Hawkstone B AND D HAWKSTONE PHASE 2 LOT 29 BLOCK 8, of the Plat Book 138, Page(s) 287 of the Public Records of Hillsborough County, Florida**, depicted on the attached Exhibit A (the “Property”); and

**WHEREAS**, Homeowner has requested that the District grant to them temporary access over the Property for purpose of gaining access to Homeowner’s property (“Homeowner’s Property”) for the construction of a pool, and the District is agreeable to granting such an agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the 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 Access Agreement.

**2. GRANT OF ACCESS.** The District hereby grants to Homeowner and its contractor temporary, non-exclusive access over, upon, under, through, and across the Property for the purpose of Homeowner gaining access to Homeowner’s Property for the purpose of constructing a pool (the “Access”). All equipment, machinery, and materials are to be kept on the Homeowner’s Property and are prohibited from being stored on District Property. Homeowner agrees and acknowledges that the District makes no representations or warranties that the Property is wide enough or suitable for the Homeowner’s needs. To the extent the Property is not

wide enough or otherwise suitable for the Homeowner's needs, the Homeowner assumes all risk and liability associated with any unauthorized use of the Property including damage to property owned by third parties.

**3. TERM.** Homeowner and its contractor shall be permitted to use the Access until such time as construction of the pool is complete, at which time the Access shall terminate but not later than 120 days from the date of this Access Agreement.

**4. Restoraion.** Prior to use of the District Property, Homeowner shall submit photographs depicting the condition of the District Property prior to Homeowner's use. On or prior to termination of this Access Agreement, Homeowner shall return the Property to the same condition prior to the construction. Homeowner shall use reasonable efforts to minimize disruption to the normal operation of any existing infrastructure of the District or any other owner and shall clean up after themselves or their contractors on a regular basis.

**5. INDEMNIFICATION.**

a. Homeowner agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions, or negligence in the use of the Property by Homeowner their agents, employees, or independent contractors.

b. Homeowner agrees that nothing contained in this Access Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

**6. DAMAGE.** In the event there are damages within the Property or within District's other property resulting from the Homeowner or their respective employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) actions ("Damages"), Homeowner agrees to pursue the restoration of the Property or any of the improvements so damaged to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days of the completion of the pool construction or termination of the term of this agreement whichever is first, and Homeowner shall allow no lien to attach to the Property or any improvements located on said property or District's other property arising out of work performed by, for, or on behalf of Homeowner. Homeowner shall notify the District in writing that pool construction is complete within 5 business days of completion of pool construction. Homeowner restoration of Damages to District property or improvements located thereon shall be completed within thirty (30) days of the completion of the pool construction or termination of the term of this Access Agreement whichever is first. In the event such Damages are not restored to the sole satisfaction of the District, District may, in its sole discretion, undertake such repairs and remediations, and Homeowner shall pay to the District all such amounts within ten (10) days of receipt of such invoice.

**7. DEPOSIT AND PAYMENT.** Upon execution of this Access Agreement, Homeowner shall be obligated to deposit the sum of Two Thousand Five Hundred Dollars (\$2,500.00) (the "Deposit") and a One Hundred Dollar (\$100.00) non-refundable payment (the "Payment") to **Rizzetta & Company, Inc., the Hawkstone Community Development District** mailed to the District Manager, Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. Within ten days of the District's receipt of written notice from the Homeowner that the pool construction is complete, the District shall inspect the Property for any Damage. If the Property is free of Damage, the District shall return the Deposit in full. The District shall have the right to use the Deposit for the purpose of repairing any Damage to the Property caused by the pool construction, including, but not limited to, replacement of landscaping or other Damage. If the cost to repair any Damage shall exceed the Deposit amount, the additional amounts required to repair such Damage shall be paid to the District within ten (10) days of Homeowner receipt of invoice from District. In the event that Homeowner fails to provide payment to the District as required by this section within such 10-day period, then the amount due by Homeowner to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of Hillsborough County, Florida against title to the Homeowner's Property to secure any amount owed by such Grantee to the District in accordance with this Access Agreement, and to foreclose on such lien in accordance with Florida law. Alternatively, Homeowner agrees that in District's sole discretion, any amounts due hereunder may be levied as a specific special assessment collected on Homeowner's tax bill.

**8. DEFAULT.** A default by either party under this Access 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 actual damages, injunctive relief and/or specific performance.

**9. ENFORCEMENT OF AGREEMENT.** In the event that the District or Homeowner seeks to enforce this Access 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.

**10. Insurance.** Homeowner shall maintain or cause Homeowner's contractor(s) to maintain commercial liability insurance and casualty insurance in amounts not less than \$1,000,000.00. The foregoing insurance shall name the Hawkstone Community Development District as additional insured for the pool construction job. Homeowner shall or cause Homeowner's contractors to provide a certificate of insurance evidencing the insurance coverage to the District Manager prior to commencing the construction work.

**11. 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 Access Agreement 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 Homeowner:                      Jeremy E. Samples & Kelsey J. Samples  
   12603 Shetland Walk Drive,  
   Lithia, FL 33547

To the District:                      Hawkstone Community Development District  
   3434 Colwell Avenue, Suite 200  
   Tampa, Florida 33614  
   Attn: District Manager

With a copy to:                      Straley Robin Vericker  
   1510 W. Cleveland Street  
   Tampa, FL 33606  
   Attn: Michael Broadus, District Counsel

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 the District and counsel for Homeowner may deliver Notice on behalf of the District and Homeowner.

**12. THIRD PARTIES.** This Access Agreement 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 Access Agreement. Nothing in this Access 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 Access Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Access Agreement against any interfering third party. Nothing contained in this Access Agreement shall limit or impair the District's right to protect their rights from interference by a third party.

**13. ASSIGNMENT.** No party may assign, transfer or license all or any portion of its rights under this Access Agreement without the prior written consent of the other parties.

**14. CONTROLLING LAW.** This Access Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Hillsborough County.

**15. PUBLIC RECORDS.** Homeowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Access Agreement are public records and are to be treated as such in accordance with Florida law.

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

**17. BINDING EFFECT.** This Access Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**18. 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 Access Agreement, 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.

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

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

*(SIGNATURES APPEAR ON FOLLOWING PAGE)*

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

**HAWKSTONE COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

**HOMEOWNER**

\_\_\_\_\_

\_\_\_\_\_  
Jeremy E. Samples

ATTEST:

**HOMEOWNER**

\_\_\_\_\_

\_\_\_\_\_  
Kelsey J. Samples

CRIBED HEREON  
D ZONE "X"  
ICE RATE MAP  
H. EFFECTIVE  
18. COMMUNITY  
10H.

TRACT "B-3"  
DRAINAGE AREA

DEARD S.II'ZTUUW. PER PLA

Requested Access Point.  
Straight from the  
Street. to my Property

S. BOUNDARY OF B AND D  
HAWKSTONE PHASE 1

LOT 28  
BLOCK 8

LOT 29  
BLOCK 8

TRACT "B-3"  
DRAINAGE AREA

HAWKSTONE TRAIL COULEVARD  
74.00 PUBLIC RIGHT-OF-WAY

CH

SHETLAND WALK DRIVE  
50' PUBLIC RIGHT OF WAY

NOTE:  
1. NO UNDERGROUND INSTALLATION  
IMPROVEMENTS HAVE BEEN LOCATED  
THOSE SHOWN HEREON.

2. LANDMARK ENGINEERING & SURVEYING CORPORATION CERTIFICATE OF AUTHORIZATION NUMBER TO PROVIDE SURVEYING SERVICES IS LK2413.

THIS DRAWING NOT VALID WITH  
SIGNATURE AND ORIGINAL SEAL OF  
REGISTERED SURVEYOR & MAPPER

A. K. J. WAS ON THE DRAWING, ON 10/11/01 OR DECLARE A PROPOSED CHANGE OF FUNDING REGARDING FACT OF FINANCIAL WHICH ARE IN THE CONDUCT WHICH HAS BEEN NO A QUALITY OF THE FUNDING OF THE

12603 Shetland Walk Dr. - Hawkstone CDD



August 7, 2023



0 62.5 125 250 ft

Bob Henriquez, CFA  
Hillsborough County Property Appraiser  
This map is for assessment purposes only.  
It is not a survey.

2021 Aerials

## **Tab 5**

# PROPOSAL FOR POOL USAGE AT Hawk Stone



[www.WatchMeSwim.com](http://www.WatchMeSwim.com)

## **DID YOU KNOW?**

According to the CDC, pediatric drowning is the leading cause of accidental death among children ages 1 – 4 years old? More than half of those drowning deaths are among children aged 3 and under. For every child who drowns, another 8 children are hospitalized for a nonfatal drowning.

In Florida, the drowning rates among young children have are 3.19 per 100,000 population for children ages 0-9. Drowning is fast, and silent and can happen to anyone. Drowning does not discriminate.

We believe drowning prevention is a community responsibility and it's going to take all of us to combat childhood drowning in the Tampa Bay Area.

## **WHO AM I?**

My name is Heidi Schertzer. I am a certified Self Rescue Swim Instructor through Watch Me Swim LLC. Watch Me Swim was established in 2000 and is recognized as Tampa Bay, Florida's leading survival swim school for infants and young children.

As a former early childhood educator I know the importance of water safety for children in and around water. In 2021 when a friend lost their 5 year old child to a drowning accident I was inspired to spread drowning prevention & awareness by sharing with friends and family about self rescue swim lessons offered in our community through Watch Me Swim. This year I made the ultimate decision that I wanted to be more involved and help fellow survival swim instructors in reaching more children in our community in these specialized swim lessons and became an instructor.

I have been a part of the Watch Me Swim community since 2019 when my son started survival swim lessons when he just 9 months old. With these lessons came piece of

mind knowing if in an aquatic emergency he could save himself. In 2021 when my daughter was 7 months old I enrolled her in the program. Today both my children are skilled to self rescue if ever in an aquatic emergency. I joined this amazing team of instructors in July 2023.

Our program is focused on providing the safest lessons possible while equipping students with the skills needed to problem solve and rescue themselves, should they unexpectedly find themselves in an aquatic environment

## **DISCOVER THE DIFFERENCE**

There are many schools of thought regarding swim lessons for infants and toddlers. Should it be strict survival swim lessons only? Should it be just playtime or those "mommy & me" classes until your child is more comfortable in the water? At Watch Me Swim, we believe children can have both, aquatic survival skills & FUN! We bridge the gap between these two philosophies to provide a well-rounded aquatic experience that goes beyond traditional swim lessons.

## **PROGRAM DETAILS**

### **○ Children 6 – 12 months:**

We will teach the student, how to hold their breath underwater and how to successfully roll onto their back from a face down position and maintain a floating posture which will allow them to rest and breathe. Lessons are Monday – Thursday (4 days per week) for approximately 10 minutes each lesson. Students this age generally master these skills in 4-5 weeks. These skills can be viewed here: <https://watchmeswim.com/6-months-12-months>

### **○ Children 13 months and older:**

We will teach the student, beginning from the edge of the pool, how to successfully swim, roll onto their back to float, breathe and rest so that they can flip back over to swim and continue the process until they reach safety. This is the swim-float-swim sequence and can generally be mastered in 5-7 weeks. Lessons are Monday – Thursday (4 days per week) for approximately 10 minutes each lesson. These skills can be viewed here: <https://watchmeswim.com/12-months-6-years>

## **What Can I Bring To Your Facility?**

By partnering with Watch Me Swim LLC we are making self rescue swim lessons accessible to the families in our community. Providing awareness and education to children and families about water safety and to help prevent the epidemic of childhood drowning in Florida.

## **What About Liability Insurance?**

Each WMS instructor has a \$1,000,000 individual liability policy. Within 24 hours, we can include your facility as an additional insured facility on our policy. Your facility will receive a copy of the insurance document to keep on file.

### **What Would I Like From You?**

I am excited about an opportunity reach more families in the Hawk Stone community and would like to request the use of your pool to provide WMS self-rescue swim lessons. Lessons are conducted in 10 min increments. I would be willing to pay a small fee of per student registered with me each day I am in the pool.

Although flexible, the pool hours we are requesting would be from 8:30 a.m. – 2:00 pm. Monday – Thursday, Weather permitting. If possible would like to offer families Fridays as a rainout make up day. I am flexible in the hours that you grant for the use of the facility and will maintain professionalism at all times.



Pool Usage Calendar  
 Watch Me Swim -Heidi Schertzer  
 Email: [Heidi@watchmeswim.com](mailto:Heidi@watchmeswim.com)

Phone: 863-661-5544

<b>August 2023</b> Pool Usage hours 8:30-2 :30 August 21-August 31( Monday-Thursday)	<b>September 2023</b> Pool Usage hours 8:30-2:30 Sept 1 -29 <sup>th</sup> . (Monday – Thursday) <b>Lessons will not be conducted on Labor day Monday. Lessons for this week will resume Tuesday 5<sup>th</sup>.</b>	<b>October 2023</b> Pool Usage hours 8:30-2:30 October 2 <sup>nd</sup> -31 <sup>st</sup> – ( Monday – Thursday)
<b>November 2023</b> Pool Usage hours 8:30-2:30 Nov. 1 – 17 <sup>th</sup> – (Monday – Thursday) <ul style="list-style-type: none"> <li><b>My Swim Season will end the 17<sup>th</sup> the week before Thanksgiving holiday and will resume in the Spring 2024.</b></li> </ul>	March 2024 Pool Usage hours 8:30- 2:30 March 18 <sup>th</sup> – 29 <sup>th</sup> ( Monday – Thursday) <ul style="list-style-type: none"> <li><b>Registration for the new season will open in February. Lessons will begin the week after Hillsborough county school scheduled spring break.</b></li> </ul>	<b>April 2024</b> Pool Usage hours 8:30-2:30 April 1 – 30 <sup>th</sup> ( Monday – Thursday)
<b>May 2024</b> Pool Usage hours 8:30-2:30 May 1- 31 <sup>st</sup> – ( Monday – Thursday) <ul style="list-style-type: none"> <li><b>Lessons will not be conducted on Memorial Day the 27<sup>th</sup>. Lessons will resume Tuesday the 28<sup>th</sup>.</b></li> </ul>	<b>June 2024</b> Pool Usage hours 8:30-2:30 June 3 <sup>rd</sup> - 28 <sup>th</sup>	<b>July 2024</b> Pool Usage hours 8:30-2:30 July 1 – 31 <sup>st</sup> (Monday – Thursday) <ul style="list-style-type: none"> <li><b>Lessons will not be conducted on The 4<sup>th</sup> of July Holiday. Will resume lessons on the 5<sup>th</sup>.</b></li> </ul>
August 2024 Pool Usage hours 8:30-11:30 August 1 <sup>st</sup> – 30 <sup>th</sup> <ul style="list-style-type: none"> <li><b>If approved this would end be the end of a 1 year agreement.</b></li> </ul>		



- Seeking 1 year agreement with Hawkstone to offer WMS survival swim lessons to children.
- Lessons are conducted in 10 minute increments (8:30,8:40,8:50,9:00 etc. )
- Lessons are 1 on 1. I do not train more than 1 student at a time.
- I request the usage of a small portion of the pool to conduct lessons in 3-4ftmax.
- While I am conducting lessons community families who are not receiving lessons will still be welcome to use their pool.
- I request the opportunity to utilize the pool on occasional Friday to conduct lessons if rained out or make up lessons offered to families if approved for an absence.
- Each session of swim lessons take an average of 6 weeks.
- All lessons have a performance-based exit and not a time-based exit. No two children are exactly alike, therefore; no two lessons are conducted exactly alike. Parents or caretakers observe each lesson from the pool deck
- **Infants & Young children-** Infants in this age group are taught the essential survival skills of rotating from a face-down position in the water to a face-up position and independently maintaining a comfortable floating posture; rest and breathe until help arrives. These life savings skills are also practiced while fully clothed for aquatic problem-solving opportunities. Lessons are custom tailored to meet the physical, developmental, and emotional needs of each child.
- **For children 12month +** - We will teach the student, beginning from the edge of the pool, how to successfully swim, roll onto their back to float, breathe and rest so that they can flip back over to swim and continue the process until they reach safety. This is the swim-float-swim sequence. Upon completion of the course, the child will have the survival skills necessary to save himself from a potential drowning situation along with the enjoyment of recreational swimming. Toys & games are incorporated in these lessons for a more enjoyable lesson experience. Lessons are custom-tailored to meet the physical, developmental, and emotional needs of each child.
- I come with my own Liability insurance through K&K insurance with coverage of \$1,000,000 If approved to use your facility I will add you as a certificate holder to my insurance policy.

## **Tab 6**

# Pool Services Agreement

This Pool Services Agreement (this “**Agreement**”) is entered into as of July 15, 2023, between the **Hawkstone Community Development District** (the “**District**”), whose mailing address is c/o Rizzetta & Company, 2700 S. Falkenburg Road, Suite 2745, Riverview, Florida 33578 and **BL Pools, LLC d/b/a Aqua Sentry**, a Florida limited liability company (the “**Contractor**”), whose address is 5928 Flatwoods Manor Circle, Lithia, Florida 33547.

## Background Information:

The District owns, operates, and maintains a community pool within the District. The District desires to retain an independent contractor to provide pool maintenance services. Contractor submitted a proposal and represents that it is qualified to serve as an independent contractor and can provide the services to the District.

## Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied that the Contractor will examine and carefully study the project site prior to performing the Work, and that Contractor has the experience, expertise and resources to perform all required work, and the Contractor has all appropriate and required licenses by law necessary for the work to be performed pursuant to this Agreement.
3. **Scope of Services.** Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the work described in Exhibit “A” – Description of Services (the “**Work**”).
4. **Performance of the Work.** The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
5. **Compensation.** The District agrees to compensate the Contractor in accordance with **Exhibit “B” – Pricing and Billing.**
6. **Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent one year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
7. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

8. **Damage to Property.** The Contractor shall be responsible for any damage caused by Contractor's negligence.
9. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
10. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder.
11. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
12. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
13. **Limitations on Governmental Liability.** The Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing.
14. **Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.
15. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

16. **Notices**: Any notice, request, demand or other communication given by either party to the other shall be deemed to have been properly sent or given when delivered by U.S. mail, hand delivery, certified mail or overnight courier service to the addresses listed above. In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail and/or email.
17. **Public Records**. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the information technology systems of the District.

**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 AT (813) 533-2950, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.**

18. **Assignment**. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
19. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.
20. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
21. **Arm's Length Transaction**. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
22. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
23. **Authorization**. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with

all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**24. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF**, the District and Contractor have caused this Agreement to be executed as of the date first above written.

**BL Pools, LLC d/b/a Aqua Sentry**  
a Florida limited liability company

**Hawkstone**  
**Community Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Matthew O'Brien  
Chair of the Board of Supervisors

## **Exhibit “A”**

### **Description of Services**

The Contractor will provide maintenance, cleaning and chemical service for the above pools, and associated equipment (Pumps, DE Filtration system, Stenner pumps, auto fill, etc.). The services shall consist of all labor and chemical supplies (Chlorine, Sodium Bicarb, and Muriatic Acid). Algaecide and Phosphate Remover are used rarely but they are a separate charge. The Contractor will provide an assigned technician (“Technician”) that will maintain the pool and ensure water quality continues to meet or exceed all the appropriate Federal and State standards and guidelines, and in accordance with Florida Administrative Code (F.A.C.) 64-E9.008 Operational Requirements

The Technician will create a site binder containing standard operating procedures (SOPs), CPO certificates, chemical logs, checklists, contact information that will be maintained in the equipment enclosure. Your technician shall maintain documentation of:

- a. Tile Maintenance - spot cleaning and scrubbing
- b. Vacuuming of Pool and pool filtration system cleaning
- c. Chemical usage
- d. Flow meter readings
- e. Preventive Maintenance Inspections of the pool
- f. Water chemical levels and actions taken if levels out of range.

The Technician shall conduct preventive maintenance/inspections (PMI) to sustain the water quality of the pool while limiting service interruptions. Areas of emphasis include all pool, filtration systems, pump room cleanliness and the immediate area surrounding the pools. During service visits, the technician will:

- a. Perform water chemical analysis and adjust chemicals as required.
- b. Vacuum and brush to remove any debris as required to eliminate dirt, scum, scale, calcium, algae, and any other harmful deposits from the water including seating area, steps, walls and surface of pool.
- c. Clean tile at water line as required.
- d. Empty pump and skimmer baskets and or clean gutter system.
- e. Monitor chemical feeding systems and test water to confirm proper disinfectant levels.
- f. Inspect equipment for leaks, clogs, and other malfunctions.
- g. Provide on-going communication and documentation with site management regarding condition of pools.
- h. Records/logs: Your technician shall maintain daily service and testing log of appropriate sampling and analysis to ensure compliance with all regulatory requirements.

**Chemicals:** The Contractor will be responsible for, supply and proper storage of all chemicals required for maintaining the pool’s water quality. The Technician shall comply with all Federal, State, local, industry safety, health standards, regulations and facility guidelines regarding handling and transportation of chemicals.

## Exhibit "B"

### Pricing and Billing

- All pool cleaning and maintenance service prices include chemicals and labor. The only exceptions being the cost of phosphate remover or algaecide which are rarely used but are an additional expense.
- The Contractor monthly rate for providing services three (3) times a week shall be Two Thousand Seven Hundred (2,700) dollars. If the contractor provides service four (4) times a week, the monthly rate would be Three Thousand One Hundred (3,100) dollars. The Contractor shall perform maintenance three (3) times a week unless they receive a written request from the District to perform services four (4) times per week.
- The Contractor shall bill on the first (1<sup>st</sup>) day of each month and all payments are due by the end of the month. Payments more than (fifteen) 15 days late after the bill due date will be assessed a late fee of ten percent (10%) of the total bill. If the account becomes three (3) months past due, the past due amount will be turned over to collection company and the District will be responsible for all collection costs up to and including legal expenses.
- If Fecal Incident Response (FIR), Equipment replacement and other repairs are needed, the Contractor will perform these services as "time and material projects". The Contractor's current service rate for "time and material projects" is One Hundred Twenty Five (\$125.00) dollars per hour. Prior to engaging in any such projects, the Contractor shall provide the District with estimates for approval by the District before commencing with any work.

## **Tab 7**

**ILLUMINATIONS HOLIDAY LIGHTING**

Proposal

8606 Herons Cove Pl  
Tampa, FL 33647  
Tim Gay

(813) 334-4827

**TO:**

Hawkstone CDD  
3434 Colwell Ave; Suite 200  
Tampa, FL 33614  
Attn: Matt Huber

(813) 533-2950

JOB DESCRIPTION
Christmas Lighting Proposal for Hawkstone CDD

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
<b>Front Entrance</b>	
<b>Entrance and Exit Sign - Balm Boyette Rd and Hawkstone Trail Blvd</b> Install WW C9s outlining entire upper rail of front entrance sign Install 4 wreaths with lights and bow on 3 columns of front entrance sign  <b>Note: center column with have 2 wreaths as it's multi-directional (8 Wreaths Total)</b>	\$4,125.00
Install WW LED minis on 11 palm trees behind front entrance sign (5 entr / 6 exit)	\$2,975.00
<b>Entrance Sign and Exit Sign - Balm Boyette Rd and Woodland Spur Dr</b> Install 4 unlit wreaths with bow on 3 columns of front entrance sign Note: both entrance and exit side - total of 8 wreaths	\$1,750.00
Requires 50% Deposit	
<b>TOTAL ESTIMATED JOB COST</b>	<b>\$8,850.00</b>

- \* Price includes rental of materials, lift, labor, installation, service and removal.
- \* Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
- \* Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
- \* Assumes adequate power available. If additional power needed community responsible for providing.
- \* Remaining balance of project due upon receipt of invoice after installation.
- \* Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay  
PREPARED BY

8/7/2023  
DATE

AUTHORIZED SIGNATURE FOR HAWKSTONE CDD

DATE

**CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Hawkstone CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.**

## **Tab 8**



# Quarterly Compliance Audit Report

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## Hawkstone

**Date:** August 2023 - 2nd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

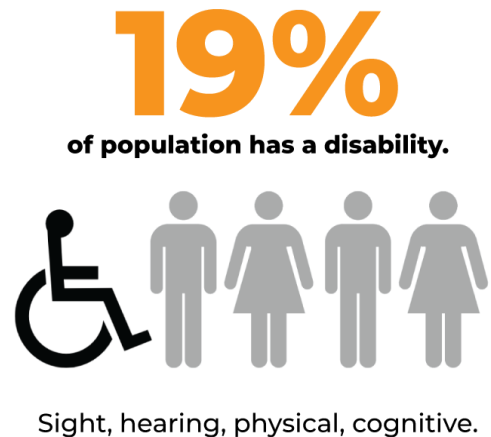
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## Tab 9

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**MINUTES OF MEETING**

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Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District was **Wednesday, July 19, 2023, at 3:01 p.m.** at the office of Rizzetta & Company, Inc. located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578.

Present and constituting a quorum were:

Matt O'Brien	<b>Chairperson</b>
Brent Dunham	<b>Vice Chairperson</b>
Allison Martin	<b>Assistant Secretary (via Conference Call)</b>
Nico DeArmas	<b>Assistant Secretary</b>

Also present were:

Matthew Huber	<b>District Manager; Rizzetta &amp; Co.</b>
Michael Bu	<b>District Counsel; Straley Robin Vericker</b>
John Fowler	<b>Landscape Specialist; Rizzetta &amp; Co.</b>
Rachel Welborn	<b>HOA Manager; Rizzetta &amp; Co.</b>
Brittney Carpio	<b>Administration Assistant; Rizzetta &amp; Co.</b>
Dustin Johnson	<b>Representative; Homes by WestBay</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS****Call to Order and Roll Call**

Mr. Huber called to order the meeting and performed roll call, confirming that quorum was present.

**SECOND ORDER OF BUSINESS****Audience Comments on Agenda Items**

The Residents in attendance made comments regarding the water features near Woodland Park, the bare dirt, the slit fencing left behind by construction, as well as the model homes not following the community's guidelines. The condition of the pool furniture was also mentioned to the Board, along with vandalism, smoking and overnight parking at the amenity center.

**THIRD ORDER OF BUSINESS****Ratification of Aqua Sentry  
Pool Proposal**

Mr. Huber informed the Board that Aqua Sentry officially started on Friday, July 14, and services have been provided going forward, in lieu of Proteus Pools bases on their resignation which will be discussed later in the meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Fire Hydrant for  
Dog Park Proposal**

Mr. Huber informed me that the fire hydrant for the dog park has been ordered on July 17, 2023. The CDD should expect delivery between July 21<sup>st</sup>- July 23<sup>rd</sup>.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resignation  
of Proteus Pool Services**

Mr. Huber presented the Resignation from Proteus Pool Services, effective July 31, 2023.

**SIXTH ORDER OF BUSINESS**

**Consideration of Regular Minutes of  
Board of Supervisors Meeting held  
on May 17, 2023**

On a Motion by Mr. O'Brien, seconded by Mr. Dunham, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for May 17, 2023, for the Hawkstone Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Regular Minutes of  
Board of Supervisors Meeting held  
on May 24, 2023**

On a Motion by Mr. O'Brien, seconded by Mr. DeArmas, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for May 24, 2023, for the Hawkstone Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Operations  
and Maintenance Expenditures  
for May 2023**

On a Motion by Mr. O'Brien, seconded by Mr. Dunham, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures report for May 2023 (\$75,322.51), for the Hawkstone Community Development District.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Bu was present; there was no report given.

**B. District Engineer**

Not present; no report was given at the time.

**C. Landscape Inspection Services**

**1. Presentation of Landscape Inspection Report**

John Fowler was present and presented the May and June Landscape Inspection Report to the Board. Mr. Fowler responded to a Board question that he sends these reports to Sunrise Landscape as well as to Ms. Martin for review.

**D. District Manager**

**1. District Manager Report**

**The next meeting will be held on Wednesday, August 16, 2023, at 3:00p.m.**

Ms. Huber informed the Board that Heidi Schertzer, with WatchMeSwim, had contacted and requested usage of the pool to provide swimming lessons to residents. A resident also informed the CDD about an alligator that is being fed by residents, the Nuisance Alligator Hotline has been contacted.

**TENTH ORDER OF BUSINESS**

**Supervisor requests**

There were no supervisors' requests at this time.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, the Board of Supervisors adjourned the meeting at 3:17 p.m., for the Hawkstone Community Development District.

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

\_\_\_\_\_  
Chairman/ Vice Chairman

## **Tab 10**

# HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## Operation and Maintenance Expenditures

**June 2023**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      \$                                  **146,013.04**

### Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

Assistant Secretary

# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BOCC Hillsborough County Public Utilities	100170	6307231026 4/23	12520 Balm Boyette Road 04/23	\$ 231.54
Carson's Lawn & Landscaping Services LLC	100171	7792	Hinton - Pond Banks 05/23	\$ 10,590.00
Florida Department of Health Hillsborough County	100185	29-BID-6559061	Pool Permit 29-60-1980875	\$ 275.00
Frontier Florida, LLC	EFT	813-655-1393-121720-5 06/23	Clubhouse Internet 06/23	\$ 116.73
Hidden Eyes, LLC	100172	727265	Security Monitoring 03/27/23 to 05/31/23	\$ 231.30
Hidden Eyes, LLC	100172	727997	Security Monitoring 06/23	\$ 998.35
Hidden Eyes, LLC	100186	729144	Security Monitoring 07/23	\$ 998.35
Homes By West Bay	100179	060823 Overpayment Hawkstone 5/1/23 001	Overpayment on Off Roll 5/1/23	\$ 25,375.79
Homes By West Bay	100179	060823 Overpayment Hawkstone 5/1/23 002	Overpayment on Off Roll 5/1/23	\$ 16,922.04
HomeTeam Pest Defense, Inc.	100175	93400267	Pest Control 06/23	\$ 33.00
Nicolas DeArmas	100168	ND051723	Board of Supervisors Meeting 05/17/23	\$ 200.00

## Hawkstone Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Poop 911	100173	7010114	Monthly - 2 Stations and 2 Trash Cans 05/23	\$ 94.90
Proteus Pool Service LLC	100174	Hawkstn038	Monthly Pool Service 05/23	\$ 916.67
Rizzetta & Company, Inc.	100167	INV0000080668	District Management Fees 06/23	\$ 4,923.42
Solitude Lake Management, LLC	100169	PSI-48172	Aquatic Maintenance 02/23	\$ 1,846.25
Solitude Lake Management, LLC	100169	PSI-57366	Aquatic Maintenance 03/23	\$ 1,846.25
Solitude Lake Management, LLC	100169	PSI-67126	Aquatic Maintenance 04/23	\$ 1,440.40
Solitude Lake Management, LLC	100176	PSI-82669	Aquatic Maintenance 06/23	\$ 1,440.40
Solitude Lake Management, LLC	100176	PSI-86033	Aquatic Maintenance 06/23	\$ 1,846.25
Straley Robin Vericker	100177	23181	General Legal Services 05/23	\$ 1,136.75
Sunrise Landscape	100182	11174	Sabal Palm Replacement 05/23	\$ 1,532.50
Sunrise Landscape	100182	11175	Irrigation Repairs 05/23	\$ 494.94

# Hawkstone Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sunrise Landscape	100182	11176	Irrigation Repairs 05/23	\$ 827.37
Sunrise Landscape	100184	11220	Blue Daze Replacement 05/23	\$ 3,222.50
Sunrise Landscape	100187	11326	Monthly Landscape 06/23	\$ 6,990.50
Sunrise Landscape	100187	11327	Monthly Landscape Phase 2- Darsey - 06/23	\$ 4,373.79
Sunrise Landscape	100187	11328	Monthly Landscape - Okerlund - 06/23	\$ 2,246.21
Sunset Park Title Company LLC	100180	060823 Overpayment Hawkstone 5/16/23	Overpayment on Off Roll 5/1/23	\$ 3,565.86
Sunset Park Title Company LLC	100180	060823 Overpayment Hawkstone 5/23/23	Overpayment on Off Roll 5/1/23	\$ 5,433.48
Sunset Park Title Company LLC	100180	060823 Overpayment Hawkstone 5/30/23	Overpayment on Off Roll 5/1/23	\$ 10,244.64
Sunset Park Title Company LLC	100180	060823 Overpayment Hawkstone 5/5/23	Overpayment on Off Roll 5/1/23	\$ 11,160.95
TECO	100181	221008701049 06/14/23	16401 Boyette Road Lighting Services 04/23	\$ 4,850.49
TECO	EFT	Hawkstone Electric Summary 04/23 263	Electric Summary 04/23	\$ 11,029.10

## Hawkstone Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	EFT	Hawkstone Electric Summary 04/23 263-2	Electric Summary 04/23-2	\$ 27.00
TECO	EFT	211028332917 5/23	211028332917 5/23	\$ 6,831.33
TECO	EFT	14375 SWISS BRIDGE DR 04/23	14375 SWISS BRIDGE DR 04/23	\$ 123.15
Total Community Maintenance, LLC	100178	5719	Monthly Janitorial Services 06/23	\$ 1,375.00
Waste Management Inc. of Florida	100183	9938251-2206-8	Waste Services 06/23	<u>\$ 220.84</u>
<b>Report Total</b>				<b><u>\$ 146,013.04</u></b>

## **Tab 11**

# Hawkstone

## LANDSCAPE INSPECTION REPORT



July 31st, 2023

Rizzetta & Company

John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary, Amenity Center

## General Updates, Recent & Upcoming Maintenance Events

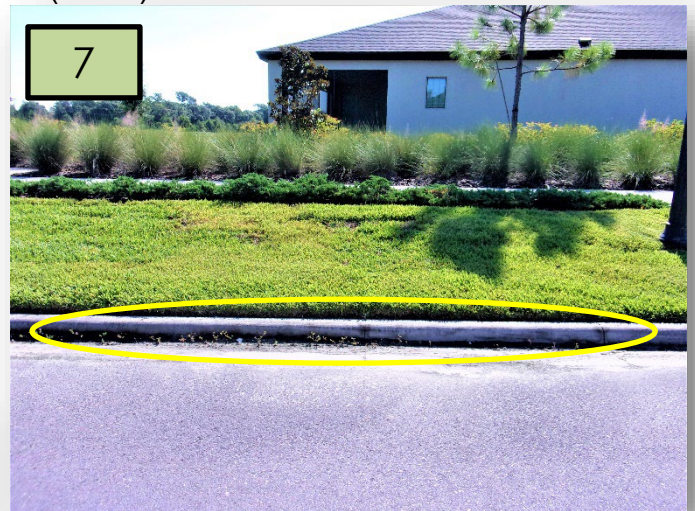
- ☐ **Rainy season has started and is helping with the turf to recover from drought stress.**
- ☐ **Now inspecting newly planted turf and shrubs on Hawkstone Trail Blvd. from Woodland Spur to Summer Branch Dr.**

The following are action items for Sunrise to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold & Underlined** is info or a question for the BOS. **Orange** is items for Staff to address.

1. Hand pull the large weeds in the Perennial Peanut at the triangles around the roundabout for Boyette and Balm Boyette Rd.
2. Overall, the turf on Hawkstone Trail Blvd. looks much better.
3. Tip prune the dead out of the Juniper 'Parsoni' at the first median on Hawkstone Trail Blvd. off Boyette Rd.
4. Bare area of turf on Hawkstone Trail Blvd. that needs replacement turf across the street from Red Castle. (Pic. 4)



7. Treat the joint crack weeds between the asphalt and curb on Hawkstone Trail Blvd. from Red Castle to Boyette Rd. roundabout. (Pic. 7)



5. Treat bed weeds for the medians on Hawkstone Trail Blvd. from Boyette Rd. roundabout to the amenity center.
6. Remove any straps on trees on Hawkstone Trail Blvd. over a year and tree has rooted.
8. Hand pull a few large weeds growing in the Juniper at Hawkstone monument at Boyette and Hawkstone Trail Blvd. intersection.
9. Replace one dead Coontie along the sidewalk from the end of the pool area heading towards the dog park.
10. Treat the broadleaf turf weeds in the dog parks to allow the Bahia to fill in.
11. Remove the sucker growth off the base of the Oak trees in the dog parks.
12. There is one Podocarpus in decline in front of the aluminum fence at the big dog park.



# Hawkstone Trail Blvd.

13. Clean the tree bed with weeds just North of the dog park. (Pic. 13)



21. There is a small bare area that needs turf just past Horse Trot Rd. on Hawkstone Trail Blvd. (Pic. 21)



14. There are a couple areas in front of the amenity center and mailbox kiosk with bare areas of turf. It seems to be filling in from last inspection.

15. Treat the weeds in the beds on Hawkstone Trail Blvd. ROWs from the amenity center to Woodland Spur.

16. Treat the Dollarweed in the St. Augustine turf on Hawkstone Trail Blvd. ROW by Woodland Spur intersection.

17. Remove the sucker growth off the Crepe Myrtles on Hawkstone Trail Blvd. from amenity center to Summer Branch Dr.

18. Newly installed Plumbago does not appear healthy on Hawkstone Trail Blvd. between Horse Trot Rd. and Paddock Pond Ave. Investigate and correct. It may be getting to much water.

19. Ensure newly installed trees on Hawkstone Trail Blvd. from Woodland Spur to Summer Branch Dr. have a defined bed edge and treat the weeds encroaching in them.

20. Treat weeds between the asphalt and curb on Hawkstone Trail Blvd. for the new area.

22. Just noting for the record that there is still an area that needs sod at the lift station on Hawkstone Trail Blvd. close to Paddock Pond Ave. intersection. It is probably still under construction. (Pic. 22)



23. Noting that there is a newly installed bed across from the lift station on Hawkstone Trail Blvd. by Paddock Pond Ave. intersection that has not been mulched.

24. Remove the sucker growth off the Sycamore Trees on Balm Boyette from Boyette roundabout to Woodland Spur.

25. Treat the weeds in the Flax Lily beds on Balm Boyette from roundabout to Woodland Spur.



# Balm Boyette, Okerlund

26. Noting that the annuls have been removed on either side of the Woodland Spur and Balm Boyette intersection. Need replacement annuals or perennials.
27. There is a Sycamore with a broken strap that needs to be fastened or removed if no longer needed on Balm Boyette Rd. ROW.
28. Treat the sidewalk crack weeds on Balm Boyette Rd. ROW.
29. Remove the sucker growth off the base of the Crepe Myrtle Trees on Balm Boyette Rd.
30. Before you enter the gates on Okerlund, there is a sidewalk that runs along Balm Boyette Rd. that needs a couple ornamental grasses cut back that are over hanging. (Pic. 30)
34. There are a couple Petit Ixora in the bed at Paddock Woods roundabout that have died and need replacement.
35. Perennial Peanut is starting to fill in at the end of the cul de sac of Paddock Woods.
36. Diagnose and treat the stress St. Augustine at the Paddock Woods roundabout. Some of this may need to be replaced. (Pic. 36)



31. Hand pull the large weeds in the Perennial Peanut in front of the Okerlund entrance gate.
32. There were Blue Daze installed on the bullnose of Swiss Bridge right after you come through the gate to replace the annuals. Plantings look good; however, they need mulch.
33. Schedule a pruning event to tip prune the Podocarpus at the lift station on Swiss Bridge Dr.

