

HAMAL
COMMUNITY DEVELOPMENT
DISTRICT

SPECIAL MEETING
AGENDA

November 16, 2011

Hamal Community Development District
6131 Lyons Road, Suite 100•Coconut Creek, Florida 33073
Phone: (954) 426-2105•Fax: (954) 426-2147•Toll-Free: (877) 276-0889

November 7, 2011

Board of Supervisors
Hamal Community Development District

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

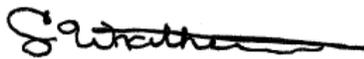
Dear Board Members:

A Special Meeting of the Hamal Community Development District's Board of Supervisors will be held on **Wednesday, November 16, 2011 at 8:30 a.m.**, at the **Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411**. The agenda is as follows:

1. Call to Order/Roll Call
2. Agreement for District Management Services (*for informational purposes*)
3. Consideration of **Resolution 2012-1**, Designating District Manager
4. Consideration of **Resolution 2012-2**, Designating Secretary and Treasurer
5. Consideration of **Resolution 2012-3**, Designating Checking Account Signer Authority
6. Approval of **October 19, 2011** Regular Meeting Minutes
7. Other Business
8. Staff Reports
 - a. Manager
 - i. **NEXT MEETING DATE: December 21, 2011 at 8:30 A.M.**
9. Audience Comments/Supervisors' Requests
10. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,


Craig A. Wrathell
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND
BY TELEPHONE:**

Call-in number: 1-888-354-0094
Conference ID: 2144145

CW:dg



Wrathell, Hunt and Associates, LLC
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AGREEMENT FOR MANAGEMENT SERVICES

AGREEMENT FOR MANAGEMENT SERVICES

Between
Hamal Community Development District
and
Wrathell, Hunt and Associates, LLC

THIS AGREEMENT, made and entered into on this **19th** day of **October, 2011**, by and between the Hamal community Development District, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt and Associates, LLC**, hereinafter referred to as "MANAGER", whose address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073.

WITNESSETH:

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing non-exclusive management, financial and accounting advisory services for the Hamal Community Development District, as required to meet the needs of the District during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The DISTRICT hereby engages the MANAGER for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit A, which amount shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on **October 19, 2011**. The Agreement may be terminated as follows:
 - a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.



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- b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.
4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.
7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.
8. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
9. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
10. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of



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information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

- 11. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

- 12. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed to:

Hamal Community Development District
6131 Lyons Road, Suite 100
Coconut Creek, Florida 33073

with a copy to:

District's Counsel

- 13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
- 14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each fiscal year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12)-month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12)-month period. Such evidence of price adjustments will be approved by the DISTRICT in its adopted fiscal year budget.



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IN WITNESS WHEREOF, the Board of Supervisors of the Hamal Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed
in the presence of:

BOARD OF SUPERVISORS
HAMAL COMMUNITY DEVELOPMENT
DISTRICT

Witness

By: _____
Chairman

Witness

Approved as to Form and Sufficiency:

District Counsel

**WRATHELL, HUNT
AND ASSOCIATES, LLC**

Witness

Craig A. Wrathell, President & Partner

Witness



Exhibit A

Management Services

Wrathell, Hunt and Associates, LLC will perform all required Management functions of the District, which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors and provide the Board with meaningful dialogue of the issues before the Board for action.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Develop and train members of the Board of Supervisors in the requirements of Florida Laws, including, but not limited to, public officers and employees, and the conduct of District business.
- Preparation of District's Budget as more fully outlined in this proposal.
- Implementation of Budget directives.
- Preparation of Specifications and coordination for the following services:
 - Insurance, General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District resides:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Assist in the preparation of the Audited Financial Statements
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit
 - Annual Financial Report
 - Public Depositor Report
 - Proposed Budget



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- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt and Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District.
- Provide Oath of Office and notary public for all newly elected members of the Board of Supervisors.
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies
 - Interface with residents to ensure anticipated levels of service are being met
 - Implement internal purchasing policies
 - Prepare and bid services and commodities as necessary



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- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates.
- Establish Board of Supervisors workshop dates (if required).

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Preparation of all Board Agendas and coordination of receipt of sufficient material for Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located.
- Record and transcribe all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt and Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.
- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District.
- Maintain District Seal.
- Satisfy public records requests in a timely, professional and efficient manner.
- Prepare and coordinate applications for:
 - Federal I.D. Number



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- Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes.
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing.
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board of Supervisors.
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings.
- Preparation of bid specifications for the purchase of services and commodities pursuant to Florida Statutes.

Financial Accounting Services

Wrathell, Hunt and Associates, LLC will perform all required financial accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval.
- Submit a Preliminary Budget to Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- Modify Preliminary Budget for consideration by the Board of Supervisors at the District's advertised public hearing.
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent.
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public.
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).



- Prepare required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes.
- Preparation of Annual Financial Report for units of local government and distribution to the State Comptroller.
- Preparation of Public Depositor's Report and distribution to State Treasurer.
- Coordination and distribution of Annual Public Facilities Report and distribution to appropriate agencies.
- Administer purchase order system, periodic payment of invoices.
- Coordination of tax collection and miscellaneous receivables.
- Preparation of all required schedules for year end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test
 - Prepare schedule of investments and accrued interest
 - Prepare analysis of all other revenue
 - Prepare analysis of interest expenses and calculate accrued interest expense at year end
 - Prepare schedule of operating transfers
 - Prepare schedule of cash receipts and cash disbursements
 - Prepare analysis of cost of development and construction in progress
 - Prepare analysis of reserves for encumbrances



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- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- General fixed asset accounting
- Assets constructed by or donated to the District for maintenance
- Inventories of District property in accordance with the rules of the Auditor General

Special Assessment Services

Wrathell, Hunt and Associates, LLC is proud to work with our clients on all required special assessment billing functions for the District and with our close working relationship with your current service provider can continue to provide the necessary support, if the District desires to continue with this provider in the future.

If the District chooses to review our capabilities at some time in the future, the following describes the typical Scope of Services, which we are dedicated to providing to our clients.

- Prepare Assessment Resolution levying the assessments on the property in the District and assessment rolls.
- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- Reviewed and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District's rolls comply with the law and that *Wrathell, Hunt and Associates, LLC* has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide payoff information upon request to property owner.



Wrathell, Hunt and Associates, LLC

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- Upon adoption of the budget and assessments, coordinate with the offices of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the capital assessment.

Schedule of Fees

The fees, proposed herein, are annual fees for services to be provided during Fiscal Year 2012. **Fees for Fiscal Year 2012 and Fiscal Year 2013 will remain unchanged from the \$39,500 quoted below (two year period).** Fees for subsequent fiscal years would be adjusted by the CPI index but, in no event, would increase by more than 5% per annum. All increases in fees would be subject to Board of Supervisors approval and budget appropriation.

	Current Provider Fee in FY 2011 Budget	***WHA Proposed Fee - FY 2012	Percent Difference
Assessment Roll	\$300	\$0	
Management Fees	\$40,514	\$39,500	
Computer Time	\$500	\$0	
Telephone	\$150	\$0	
Rentals & Leases	\$2,400	\$0	
Printing & Binding	\$1,200	\$0	
Total Annual Fee	\$45,064	***\$39,500	-12.3%

***** WHA fees will not go into effect during the 60 day transition period from October 19, 2011 to December 18, 2011. December 19, 2011 and onward will be the WHA fee commencement date. Since fees do not go into effect until December 19, 2011, the December 2011 fees will be pro-rated for the period December 19, 2011 to December 31, 2011.**

Note: Basic website hosting and update services will be provided at NO CHARGE. Basic website services include hosting the website, posting meeting minutes, meeting schedules, agendas, budgets and financial statements. Should a major website upgrade be requested by the Board, the additional expenses of such upgrade shall be an expense of the District. Such website upgrades and their expenses would be approved by the Board prior to implementation.

RESOLUTION 2012-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL ADVISOR; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hamal 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 Palm Beach County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”) desires to appoint Wrathell, Hunt and Associates, LLC as District Manager, Financial Advisor and Investment Representative, and to compensate in the same manner prescribed in the agreement incorporated herein by reference as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Wrathell, Hart and Associates, LLC, is appointed as District Manager, Financial Advisor, and Designated Investment Representative and shall be compensated for services in such capacity in the manner prescribed in Exhibit A.

Section 2. This appointment shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2011.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: Chairman

Exhibit A

RESOLUTION 2012-2

A RESOLUTION DESIGNATING CRAIG WRATHELL AS SECRETARY AND TREASURER OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA

WHEREAS, the Hamal 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 Palm Beach County, Florida; and

WHEREAS, the Board of Supervisors of the Hamal Community Development District desires to elect CRAIG WRATHELL as Secretary and Treasurer;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT:

1. CRAIG WRATHELL is appointed as Secretary and Treasurer.

PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2011.

ATTEST:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: Chairman

RESOLUTION 2012-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CHECKING ACCOUNT SIGNER AUTHORITY, AND AN EFFECTIVE DATE.

WHEREAS, the Hamal Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Palm Beach County, Florida; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by warrant or check signed by the and by such other person as may be authorized by the Board; and

WHEREAS, the Board of Supervisors of the Hamal Community Development District (the "Board") has pursuant to Resolution 2012-2, appointed a Secretary and Treasurer for the District; and

WHEREAS, desires to designate checking account signer authority to Craig Wrathell as Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT:

1. All previous signers on the District's accounts will be removed after December 18, 2011. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
2. Account signer authority is hereby granted to Craig Wrathell as Treasurer.
3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2011.

ATTEST:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: Chairman

37 On MOTION by Mr. Pincus seconded by Mr. Simeone with
38 all in favor, the Minutes of the August 17, 2011 Meeting were
39 approved.

40
41 **THIRD ORDER OF BUSINESS**

**Discussion and Consideration of
Proposals**

42
43 **A. District Management**

44 **B. District Counsel**

45 Mr. Hernandez: Moving on the next item is Discussion and Consideration of
46 Proposals, and Brian since this is something that you have been handling I don't know
47 if you want to take control of this item or not.

48 Mr. Dowling: Yes, that's fine. At the last meeting the board of supervisors
49 agreed to review some vendor contracts, and rather than do all the vendors at one time,
50 I selected two vendors as part of our meeting so we don't have to sit here and go
51 through every single vendor that we have. The two vendors that were selected were
52 the District management company and the attorney. So I did some research and called
53 a couple of qualified companies, and I chose three to get bids from and all three
54 companies submitted bids within the timeframe that I indicated. I invited all three
55 management companies to come to the meeting to address the board and give
56 presentations, and answer any questions that the other supervisors may have. So, I
57 haven't selected any order in which companies should go first, but in all fairness I think
58 we should ask any vendor who is competing against the person giving their
59 presentation to step out of the room for the 15 minutes that are needed to give their
60 presentation.

61 Mr. Wrathell: And certainly we'd happy to step out. Just for the record this is
62 Craig Wrathell from Wrathell, Hunt & Associates.

63 Mr. Dowling: I appreciate that.

64 Mr. Hernandez: Before we move forward I just want to indicate that Ione Senior
65 has joined the meeting.

66 Mr. Dowling: Thank you. So for the management companies, we have Special
67 District Services and Wrathell, Hunt and Associates, and GMS is also part of the
68 proposals. So who wants to go first?

69 Mr. Wrathell: We'd be happy to go first.

70 Mr. Dowling: Ok.

71
72 *(At this point in the meeting separate presentations were given by all three*
73 *management companies. Immediately afterwards, a discussion took place among*
74 *the Board members, and a decision was made to terminate the current District*
75 *Management company, GMS-SF, LLC and enter into a contract with Wrathell,*
76 *Hunt & Associates, LLC)*
77

78 On MOTION by Mr. Pincus seconded by Mr. Simeone with
79 all in favor, authorizing to terminate GMS-SF, LLC's current
80 contract and consider the newly proposed contract from
81 GMS-SF, LLC, along with the other two proposals was
82 approved.

84 On MOTION by Mr. Simeone seconded by Ms. Senior with
85 all in favor, appointing Wrathell Hunt & Associates, LLC to
86 serve as District Manager for Hamal CDD was approved.

87
88 Mr. Dowling: Alright, just let the record reflect that Bobby Simeone left the
89 meeting, but we still have quorum.

90 Mr. Dowling: So we'll bring them all back in now. I just want to say that all
91 three companies gave great proposals, and because of time, the board made a decision.
92 We thought all three companies were very involved and able to do the job that the
93 District requires. We were very impressed with all three companies, and because our
94 current District Manager also submitted a new contract, the first thing we did was we
95 unanimously voted to terminate the current contract with GMS, so that left us in a
96 position where we had no management company, and then we could choose from one
97 of the three. We had a lengthy discussion, there were some good questions, there were
98 some excellent points, and the end result was, and the board unanimously decided, to

99 accept the contract from Wrathell, Hunt & Associates, LLC as our new District
100 management company. So again, thank you all for coming, we really appreciate it. It
101 was a really tough decision, and all three companies gave very good presentations.
102 Thank you very much for your time, I appreciate it.

103 Mr. Pincus: Luis, we've decided to table to the next meeting the review of the
104 attorney contract.

105 Mr. Dowling: Yes, because of the timeframe, we took a lot longer than what was
106 allotted on the agenda to make a decision on the District manager, so we said we would
107 table the District counsel item, so we can just go ahead with item No. 4 on the agenda.

108

109 **FOURTH ORDER OF BUSINESS** **Consideration of Engagement**
110 **Letter with Grau & Associates to**
111 **Perform the Audit for Fiscal Year**
112 **Ending September 30, 2011**

113 Mr. Hernandez: That's fine. You have received a proposal from Grau &
114 Associates and that's to perform the audit for fiscal year ending September 30, 2011.

115 Mr. Dowling: Ok, and Grau & Associates is the same auditing firm that we've
116 used that you guys selected and used for the last couple of years.

117 Mr. Hernandez: That's correct.

118 Mr. Dowling: So they've submitted a bid for the 2011 audit, and I believe it was
119 for the same amount it was last year.

120 Mr. Hernandez: Yes, the same amount which is \$6,100, and it's in the second
121 paragraph on the page that you're looking at right now.

122 Mr. Dowling: So is that what it was last year?

123 Mr. Hernandez: Yes sir.

124 Mr. Dowling: Was there any increase in price?

125 Mr. Hernandez: No.

126 Mr. Dowling: Ok, and I think they did a good job last year, and I believe they're
127 very competitive to what's out there. Alright, so we would just need a motion to accept
128 that.

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On MOTION by Mr. Pincus seconded by Mr. Manz with all in favor, accepting the engagement letter from Grau & Associates to perform the audit for Fiscal Year ending September 30, 2011 in the amount not to exceed \$6,100 was approved.

**FIFTH ORDER OF BUSINESS Ratification of Invoice with
Sonshine Fence Co.**

Mr. Hernandez: Moving on, the next item that you have is, there was an item that was passed on to the field manager to have a fence taken care of, although there was a minor increase and at this point what I'm presenting to the board is the amount of the increase for board ratification. At that time there was additional work required in the amount of \$570.

Mr. Pincus: What had we authorized and which project was this, I don't remember?

Mr. Dowling: It was for the fence project for plat 9, and at the last minute the city decided that we needed to install a removable section of fence or a gate for the purpose of accessing utility lines.

Mr. Manz: Ok.

Mr. Pincus: Ok.

Mr. Dowling: So the contract was amended at the last minute, and how much was that Luis?

Mr. Hernandez: \$570.

Mr. Dowling: Ok, that's right, \$570.

Mr. Pincus: And what had we decided there?

Mr. Dowling: We had a straight fence across, and the fence was approximately \$6,000 and so it was basically an add on, because after the bid was approved, and when it went to permitting, they came back and said, you have to add this to it, so it was \$570.

Mr. Manz: I remember that.

Mr. Pincus: Ok, so we knew this was coming, we just didn't know the amount?

160 Mr. Dowling: Well, we didn't know it was coming when we approved it at the
161 time, no. It was discovered after the meeting, it was discovered before the install, but
162 after the meeting.

163 Mr. Pincus: Ok, and there was no way around it, we had to do it.

164 Mr. Dowling: Right, there was no way around it, correct.

165 Mr. Manz: Ok.

166 Mr. Pincus: And has the vendor been paid yet?

167 Mr. Dowling: Yes.

168 Mr. Pincus: Ok.

169 Mr. Dowling: Actually, I have approved the check, but I received from him the
170 other day saying that he hasn't received that check yet, but I'll go ahead and email
171 Maggie on this item.

172 Mr. Hernandez: Ok, so a motion to ratify that would be in order.

173 Mr. Dowling: Right, so we need a motion to approve that additional funding for
174 it.

175

176 On MOTION by Mr. Pincus seconded by Mr. Manz with all
177 in favor, ratifying the invoice to Sonshine Fence Company in
178 the amount of \$570 was approved.

179

180

181 **SIXTH ORDER OF BUSINESS** **Staff Reports**

182 Mr. Hernandez: Moving on, we have Staff Reports and I believe our attorney is
183 back on the phone, Roy do you have anything to report today?

184

185 **A. Attorney**

186 Mr. Van Wyk: Yes, can everybody hear me?

187 Mr. Dowling: Yes Roy, how are you?

188 Mr. Van Wyk: Fine, thank you. I just have one item to discuss and it's in your
189 agenda package, the memorandum that was put together from our firm. Over the last
190 legislative session, if you'll recall, and I don't know if anyone does recall, but there was

191 a significant debate regarding the regulations of firearms and historically the state has
192 always kept the entire field firearm regulation to the state and did not allow local
193 governments to regulate them, however, they were not enforced strictly and there was
194 no penalty provision. This past legislative session the legislature added personal
195 penalties to any board member where any board that regulates the use of firearms in
196 anyway, specifically anything that's inconsistent with state law. So, as part of what we
197 do and in keeping track of legislative policies and changes, we just wanted to bring to
198 your attention that the state did those changes and created penalties for any board that
199 enforces firearm laws and if we have any rules, and I don't think we do have any rules,
200 because we don't have the amenity center, but if we attempt to enforce any rules
201 regarding firearms we could find ourselves in violation. So you really just need to look
202 to that second to last paragraph and the last full paragraph, it's just an informational
203 memorandum to let you know you that if you think that there is a firearm violation,
204 such as somebody carrying a firearm, somebody coming to a meeting with a firearm of
205 the District, or being on District property with a firearm, we encourage you not to take
206 any action yourself but instead to call local law enforcement and let them deal with it,
207 let them determine whether or not the person has a carry permit, or whether that
208 person should be in the location that they are in with the firearm, if it happens to be
209 near a school or something like that. That's just for your information, and just so you
210 know, for example, if you have a carry permit for a weapon, you cannot bring that
211 weapon to a public meeting of the District, it's a violation of the concealed weapons
212 law, but we would encourage you not to take any action to remove or prohibit that
213 person yourselves, so don't do that as a District employee or a District representative,
214 just have local law enforcement do that because that's where we get into some grey
215 areas where you could have some liability if you try to enforce those firearm laws.

216 Mr. Manz: Ok.

217 Mr. Dowling: Alright, so other than at a meeting, the District does not have any
218 regulations as far as firearms on its property, correct?

219 Mr. Van Wyk: That's correct, and not that I'm aware of, but we need to make
220 sure that somebody from the District, or if a board member sees somebody with a
221 firearm and it's on District property, don't try to handle that yourself by getting the
222 person to remove the firearm or whatever, we need you to call the local law
223 enforcement and let them deal with it because as a government official, you could be
224 violating the law if you take any action yourself, so we're just doing this so that you're
225 protected and you don't incur any personal liability or any liability on the board.

226 Mr. Manz: Ok, thank you.

227 Mr. Van Wyk: So just call the police and let them handle all things related to
228 firearms.

229 Mr. Manz: Thank you.

230 Mr. Van Wyk: That's all I wanted to bring up and other than that you have my
231 proposal in the package for next month.

232 Mr. Manz: Great.

233 Mr. Pincus: Thank you Roy.

234 Mr. Hernandez: Alright, are there any questions for Roy at this time?

235 Mr. Manz: No.

236 Mr. Hernandez: Not hearing any, we can move on.

237

238 **B. Engineer**

239 There not being any, the next item followed.

240

241 **C. Field Operations**

242 Mr. Hernandez: As far as the field operations, Brian do you have anything else
243 to bring up to the board?

244 Mr. Dowling: The only issue under field operations, I'm getting some copies
245 made right now but, Briar Bay's meeting last night approved holiday lighting for inside
246 the community, and it basically sparked an idea that maybe we might want to do
247 something for some of the common areas under the Hamal District. I thought if we
248 kept it uniform it might look to improve the District and bring in the holiday spirit to

249 the District, so I had the company provide a bid for the entrance to both Hamilton Bay
250 and Briar Bay. So some of it will be on Hamal property and some of it will be on the
251 HOA's property, depending on where the property line is, just to make it uniform. As
252 we've learned from our attorney before, as long as it's improvement to the District, it's
253 good enough, so I have copies of the bids coming out right now in a few minutes for
254 consideration.

255 Mr. Pincus: Roy, if some of it even accidentally is going to be on HOA property
256 instead of Hamal property, do we have to run through any hoops, or can we just put it
257 there?

258 Mr. Van Wyk: You know I think given the nature of the improvements for
259 temporary lighting, as long as the HOA has some form of written authorization, be it an
260 email or a quick letter, I think we'll be fine, I don't think we need any special interest in
261 the parcels.

262 Mr. Pincus: Thank you Roy.

263 Mr. Van Wyk: You're welcome.

264 Mr. Dowling: Ok, well there's a little bit of confusion about the paperwork, and
265 we might have mixed up some of the bids, so all I have right now is the proposal for the
266 Hamilton Bay entrance, and also a picture of what the entrance would look like for the
267 holidays, it's decorating the palm trees, and I believe it's doing both sides, and the total
268 bid for the Hamilton Bay entrance is \$3,226, and I don't have the actual one for the Briar
269 Bay entrance but I think it's basically identical, because it's the same landscaping with
270 the street palms with trees on both sides.

271 Mr. Pincus: Yes, but your entrance is longer, isn't it?

272 Mr. Dowling: No, but we're not doing down, just around the gate area, not
273 going down the center island palm trees, it's just basically on either side of the entrance
274 where the signs are, so the proposal would be double that amount then.

275 Mr. Pincus: Ok.

276 Mr. Manz: So you're talking about spending \$7,000 to put Christmas lights out
277 there?

278 Mr. Dowling: Right.

279 Mr. Pincus: Well it's looks like he has this broken out separately here, unless I'm
280 reading it wrong.

281 Mr. Dowling: Well I think there's three options there.

282 Mr. Pincus: Well, that's not how I'm interpreting what he wrote there, that's
283 why I'm asking a question.

284 Mr. Dowling: Well he has two separate bids, and he's giving me a bid for the
285 center island as well, so there is a bid for the center island, but I think we decided that
286 we would just do both entrances. So the bid for the center island would be \$900.

287 Mr. Pincus: So you're just looking at area A?

288 Mr. Dowling: Right, I'm just looking at doing A, correct, just the signs which
289 would look like this on both sides, because the center island is actually Hamilton Bay's
290 property. The majority of this is Hamal, but the sign is actually Hamilton Bay's and
291 their property in front of it is all Hamilton Bay's, but yet these palm trees behind here I
292 believe are Hamal, and we know we've had this discussion before, it's very
293 complicated, it's the way it wires in and so forth, so I just thought it would be easier if
294 we both just did a uniform look.

295 Mr. Pincus: Do you know what the not the installation costs, but the operations
296 costs, does this draw any electricity?

297 Mr. Dowling: Well, Christmas lights are going to draw electricity.

298 Mr. Pincus: No, but I meant is it going to hurt us in any way?

299 Mr. Manz: Well how long would it be, it's just one month, on the books.

300 Mr. Pincus: No doing them on my home, I have no idea what the increase is,
301 that's why I'm asking.

302 Mr. Dowling: Well, I put up lights at my house, a Christmas tree and all of that,
303 and it's really not that much more on my electric bill.

304 Mr. Pincus: Ok, so it's not a big deal.

305 Mr. Manz: For this, probably a couple of hundred bucks for the month or
306 something like that, or a little over a month.

307 Mr. Dowling: I think they go up in November and it would be up until January.

308 Mr. Pincus: Ok, so you're looking at roughly two months of it being on.

309 Mr. Dowling: Well, the beginning of January, so roughly a month and a half, and
310 they'll probably go up in the first or second week in November, so it would be 6 to 8
311 weeks.

312 Mr. Manz: Well personally, I'm not into spending money on this kind of thing at
313 all, so I'm not into it, that's my position on it, not \$7,000 worth of lights, especially in
314 light of today's economy, and the way the public feels about the way government
315 spends money and all of that kind of thing, so that's my opinion, I wouldn't bother. It's
316 a nice idea, it would absolutely look pretty. I even thought about doing Hamilton Bay a
317 few times, but just in light of the times, I didn't think that would be appropriate.

318 Mr. Dowling: We did Briar Bay and the majority of the homeowners loved it,
319 and liked it, and thinks it just brings some cheer to the community.

320 Mr. Manz: Sure.

321 Ms. Senior: And where would the expenditure be coming out of?

322 Mr. Dowling: Well Luis, in the budget where would we take that from?

323 Mr. Hernandez: First of all, we don't have any particular line item for holiday
324 decorations.

325 Mr. Dowling: Right, I know.

326 Mr. Hernandez: Secondly I'm just trying to see where it would come from. It
327 would be coming out of contingencies.

328 Mr. Dowling: Ok, and how much funds are in our contingency fund?

329 Mr. Hernandez: We have in the budget \$95,000.

330 Mr. Dowling: Ok, so it would come out of that \$95,000.

331 Mr. Pincus: Then Luis, maybe you can guide us experience wise of the Districts
332 you're serving, how many do something like this each year?

333 Mr. Hernandez: There are several that are doing it. I haven't had the
334 opportunity to review the quote that was submitted today, but the main issue that you
335 need to check on is how the contract is being presented because it needs to include

336 replacement if anything happens with any of the strips of lights that they are going to
337 put on, so that needs to be included as part of the contract. The question that you were
338 asking as to the cost of the electricity is minimal, so the increase is not significant for the
339 community, but once again, the crucial point is, the company that you are going to be
340 negotiating the contract with, to ensure that they will be responding back. We have had
341 in some Districts, they have entered into a contract with a company that has a business
342 of lights, but they haven't been going out for weeks before they come back, and other
343 companies where they come the next day and they just fix the problems. So whoever
344 you choose to do this, if that's what the board wants to do, the recommendation would
345 be to have someone that is reliable enough that will come back to fix any problems,
346 because the whole intent is not to have something hanging out with lights but to
347 provide for decoration purpose.

348 Mr. Dowling: I was just looking at their contract and I believe their contract does
349 read that they are responsible for that, because they actually describe it as a lease, so
350 you're actually leasing the equipment for that period of time, so under a lease they are
351 responsible for repairs.

352 Mr. Pincus: Alright, so if we approve this, I would suggest that it be subject to
353 ensuring that language is in the lease or contract or whatever.

354 Mr. Dowling: Correct, we can do that. This is just my idea, if you guys want to
355 approve this we can or you guys can decide whether you think it's good or not. What
356 Jeff said is fine also.

357 Mr. Manz: Well, I'll vote against this if we vote on it, I don't think it's the
358 appropriate time or place to spend that kind of money on that kind of thing.

359 Ms. Senior: Yes, I know, and I think it helps with the spirit because right now
360 everybody is in such a sour mood.

361 Mr. Pincus: Roy, since we're short a person, if the vote comes to a tie of 2 and 2,
362 what happens?

363 Mr. Dowling: It doesn't pass.

364 Mr. Pincus: Ok, so it's going to fail.

365 Mr. Dowling: Right, it needs a majority to pass.

366 Mr. Pincus: Ok, well we've agreed if it passes that it has to have that language or
367 there's no deal, so I think we can vote on it with the understanding that would be
368 included if it passes, that the vendor is responsible for any repairs.

369 Mr. Manz: Right, it's their stuff, and it's clearly a lease.

370 Mr. Dowling: Alright, so we just need a motion then.

371 Ms. Senior: I recommend that we pass this motion based on the idea that they
372 would repair anything.

373 Mr. Dowling: So it's your motion to accept the bid?

374 Ms. Senior: Yes to accept the bid.

375 Mr. Hernandez: It would be appropriate if you indicate the not to exceed
376 amount that you're going to be giving them, and if you indicate the name of the vendor
377 that you're going to be using for that.

378 Ms. Senior: Is it only one vendor?

379 Mr. Dowling: Yes, I only have one, it's \$3,200 and I think Briar Bay was right
380 about the same amount, so I would do it for a not to exceed amount of \$7,000 and the
381 name of the vendor is Holiday Lighting Design.

382 Ms. Senior: For both locations.

383 Mr. Dowling: Yes, combined.

384 Mr. Pincus: Alright, so you want to restate the motion so we know exactly what
385 we're voting on?

386 Ms. Senior: Ok, I'm voting for us to accept the bid as proposed for Holiday
387 Lighting Design, not to exceed \$7,000.

388 Mr. Hernandez: Ok, so we have a motion being presented by Ione Senior, do we
389 have a second to that motion?

390 Mr. Pincus: I'll second it.

391 Mr. Dowling: Ok.

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On MOTION by Ms. Senior seconded by Mr. Pincus with all 3 in favor and 1 opposed, accepting the proposal from Holiday Lighting Design to install holiday lighting at the entrances of Hamilton Bay and Briar Bay subject to ensuring that language is included as stated on the record and not to exceed a total amount of \$7,000 was approved.

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401
402

Mr. Hernandez: Alright, any other items that you have Brian?

Mr. Dowling: No, that's it.

403
404

D. Manager

Mr. Hernandez: As the manager I have nothing to report.

405
406
407

SEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

408

Mr. Hernandez: Are there any Supervisors requests at this time?

409
410

Mr. Pincus: Just whatever you had slated for the next meeting since we bumped the attorney proposals, maybe you want to adjust the schedule all the way down?

411
412
413

Mr. Dowling: Right, and I was going to look at landscaping companies and lake management companies, but we'll postpone them for now, unless you want me to get one of them.

414
415
416

Mr. Pincus: Well, whatever your judgment is on that, but I think landscaping will be an extensive discussion I would imagine and so would the lake management, so we may want to space that out.

417
418

Mr. Dowling: I would rather get the bids for the lakes, it would be easier, when we process it, so I'll just get some bids.

419
420
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422
423

Mr. Hernandez: For landscaping the only recommendation that I have is that you need to be careful of the amount of the scope and volume of what you're going to be doing because you're going to be getting involved with some thresholds. So when you reach those thresholds, you need to get closed bids that need to be opened in the public meeting for landscaping.

424 Mr. Dowling: Ok, we'll look into that.

425 Mr. Hernandez: So depending upon, and we've run into the same issue five
426 years ago when the prior board tried to entertain and seek a new landscaping company,
427 that the amount of the scope of the work that we were seeing would exceed the
428 threshold at the time, and when you go to the closed bid process you need to accept the
429 bid from the lowest qualified bidder, regardless of who that company is.

430 Mr. Dowling: You do need to, ok, so we'll hold up on that then. Alright, so then
431 I won't proceed with any more vendor proposals, so at the next meeting we'll continue
432 on with just the attorney.

433 Mr. Hernandez: Alright, do we have any audience comments today? Hearing
434 none we can move on with our agenda.

435

436 **EIGHTH ORDER OF BUSINESS** **Financial Reports**

- 437 **A. Approval of Check Register**
- 438 **B. Balance Sheet and Income Statement**

439 Mr. Hernandez: Moving on, you have the Financial Reports in section 8 of your
440 package. Behind tab A you have the Approval of Check Register and behind tab B you
441 have the Balance Sheet and Income Statement. Unless anyone has any questions, a
442 motion to approve those would be in order.

443

444 On MOTION by Mr. Dowling seconded by Mr. Pincus with
445 all in favor, the Check Register, Balance Sheet and Income
446 Statement were approved.

447

448 **NINTH ORDER OF BUSINESS** **Adjournment**

449 Mr. Hernandez: Unless anyone has any other District business to discuss, a
450 motion to adjourn would be in order.

451 On MOTION by Mr. Pincus seconded by Ms. Senior with all
452 in favor, the Meeting was adjourned.

453

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456 _____
Secretary / Assistant Secretary

456 _____
Chairman / Vice Chairman

457

458 NOTES

459 ~ *Please note at the next meeting we will make a total of 4 books & one scanner Luis*
460 *will bring them to the meeting*

461 *Jennifer*

462

463

464 AGENDA

465 ~

466 ~