

HAMAL
COMMUNITY DEVELOPMENT
DISTRICT

REGULAR MEETING
AGENDA

June 24, 2015

Hamal Community Development District
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-Free: (877) 276-0889

June 18, 2015

Board of Supervisors
Hamal Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

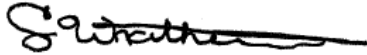
Dear Board Members:

A Regular Meeting of the Hamal Community Development District's Board of Supervisors will be held on **Wednesday, June 24, 2015 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. Public Comments
3. Approval of Minutes
 - A. **April 22, 2015** Regular Meeting
 - B. **May 18, 2015** Special Meeting
4. Consideration of Proposal from Cotleur & Hearing Landscape Company for Replacement Royal Palm
5. Discussion: AECOM Fee Structure
6. Consideration of Giangrande Engineering and Planning, LLC, Agreement for Professional Engineering Services
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - i. Approval of Unaudited Financial Statements as of May 31, 2015
 - ii. **NEXT MEETING DATE: September 9, 2015 at 8:30 A.M.**
8. Supervisors' Requests and Public Comments
9. 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**

1 **MINUTES OF MEETING**
2 **HAMAL**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 A Regular Meeting of the Hamal Community Development District's Board of
6 Supervisors was held on **Wednesday, April 22, 2015 at 8:30 a.m.**, at the **Briar Bay Clubhouse,**
7 **3400 Celebration Blvd., West Palm Beach, Florida 33411.**
8

9 **Present and constituting a quorum were:**

10 Brian Dowling	Chair
11 Steven Pincus	Vice Chair
12 Joseph Petrick	Assistant Secretary
13 Ione Senior	Assistant Secretary
14 Robert Simeone	Assistant Secretary

15 **Also present were:**

16 Howard McGaffney	Wrathell, Hunt and Associates, LLC
17 Roy Van Wyk (<i>via telephone</i>)	District Counsel
18 Sarah Warren (<i>via telephone</i>)	District Counsel
19 Wes Finch	Briar Bay Property Manager

20 **FIRST ORDER OF BUSINESS**

21 **Call to Order/Roll Call**

22 Mr. McGaffney called the meeting to order at 8:34 a.m., and noted, for the record, that
23 Supervisors Dowling, Pincus, Petrick, Simeone and Senior were present, in person.
24

25 **SECOND ORDER OF BUSINESS**

26 **Public Comments**

27 There being no public comments, the next item followed.
28

29 **THIRD ORDER OF BUSINESS**

30 **Approval of February 25, 2015 Regular Meeting Minutes**

31 Mr. McGaffney presented the February 25, 2015 Regular Meeting Minutes and asked for
32 any additions, deletions or corrections.
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On MOTION by Ms. Senior and seconded by Mr. Petrick, with all in favor, the February 25, 2015 Regular Meeting Minutes, as presented, were approved.

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FOURTH ORDER OF BUSINESS

Administration of Oath of Office to Newly Appointed Qualified Elector, Robert Simeone [Seat 2] (*the following to be provided in separate package*)

Mr. McGaffney, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Robert Simeone.

Mr. McGaffney indicated that, since Mr. Simeone was an incumbent, he would forego explaining the following disclosure documents:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**
 - **Form 1: Statement of Financial Interests**
 - **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - **Form 1F: Final Statement of Financial Interests**
- D. Form 8B, Memorandum of Voting Conflict**

FIFTH ORDER OF BUSINESS

Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2013, Prepared by Grau & Associates

Mr. McGaffney presented the Audited Financial Report for the fiscal year ended September 30, 2014, which was prepared by Grau & Associates (Grau). Mr. McGaffney advised that an annual audit is statutorily required.

Mr. McGaffney read the following statement made by the auditor, on Page 1, *“An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements”*; this means that the auditor’s job is to ensure that the District has the appropriate controls in place and the District is doing what it should to follow the required governmental accounting standards. Mr. McGaffney indicated that, in the bottom paragraph, the Auditor states, *“In our opinion, the financial statements referred to above present*

76 *fairly, in all material respects, the respective financial position of the governmental activities*
77 *and each major fund of the District as of September 30, 2014, and the respective changes in*
78 *financial position thereof for the fiscal year then ended in accordance with accounting principles*
79 *generally accepted in the United States of America”. According to Page 2, the audit was issued*
80 *on March 17, 2015, under Section 218.415, Florida Statutes.*

81 Mr. McGaffney reviewed the “Financial Highlights”, on Page 3, noting the net position
82 balance of \$237,448, due to the changes in the Governmental Accounting Standards Board
83 (GASB) and the depreciation of the physical assets; deducting liabilities, last year, put the
84 District in a positive net position but extra projects in 2014, such as the painting walls and the
85 turn lane project, impacted the net position.

86 Mr. McGaffney indicated that, with the restatement of the government-wide financial
87 analysis, on Page 5, revenues for 2014 were \$1,366,775. He explained that the School Board of
88 Palm Beach County (School Board) and Sandler West Palm Beach Investment Limited
89 Partnership (Sandler) remit their proportionate share of the costs for the maintenance of the
90 drainage system per the Fair Share Agreement Revenue. The District’s portion is \$136,000, the
91 School Board’s portion is \$36,000 and Sandler’s portion is \$12,000.

92 Referring to the table on Page 5, Mr. McGaffney pointed out a deficit in “Effect of
93 adoption of GASB 65” of \$529,462, which is a difference of \$237,448 over last year. On Page
94 6, the depreciation of \$568,488 for “Capital Assets” resulted in a net book value of \$8,611,078.
95 Mr. McGaffney reported that, according to ‘Economic factors and next year’s budgets and other
96 events’, the general operations of the District will remain fairly constant, meaning that the
97 District is not undertaking anything having a major impact.

98 Mr. McGaffney pointed out that the “Statement of Net Position”, on Page 7, shows the
99 interest on the long-term debt and the “Statement of Activities”, on Page 8, shows the Operation
100 and Maintenance (O&M) and interest on the long-term debt and the ending net position of
101 \$237,448. He reviewed the “Balance Sheet”, on Page 9, noting the total “Fund Balance” of
102 \$857,277 and “Total liabilities and fund balance” of \$883,417.

103 Mr. McGaffney referred to the actual amounts budgeted and revenues received in the
104 “Schedule of Revenues, Expenditures and Changes in Fund Balance”, on Page 20. He noted that
105 the original amount budgeted for “Total Revenues” was \$495,689, which included maintenance
106 assessments of \$447,877, plus Fair Share Agreement Revenue of \$46,302 and interest and other
107 revenues of \$1,500. The final amount budgeted for “Total Revenues” was \$518,933, which

108 included maintenance assessments of \$453,031, plus Fair Share Agreement Revenue of \$63,272
109 and interest and other revenues of \$2,630. Actual "Total Expenditures" were \$542,771, which
110 created a total net deficiency of \$23,837, due to the barrier wall and other projects.

111 Mr. McGaffney noted that, on Page 22, the auditor stated "Given these limitations, during
112 our audit we did not identify any deficiencies in internal control that we consider to be material
113 weaknesses".

114 Ms. Senior asked if the auditors perform random tests. Mr. McGaffney indicated that the
115 auditors spend several weeks and/or months reviewing account summaries and bank statements.

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117 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2015-5,**
118 **Accepting the Audited Financial Report**
119 **for the Fiscal Year Ended September 30,**
120 **2014**

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122 Mr. McGaffney presented Resolution 2015-5 for the Board's consideration and read the
123 title into the record:

124 "A RESOLUTION OF THE BOARD OF SUPERVISORS OF
125 THE HAMAL COMMUNITY DEVELOPMENT DISTRICT
126 HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT
127 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014"
128

129 **On MOTION by Mr. Pincus and seconded by Ms. Senior, with**
130 **all in favor, Resolution 2015-5, Accepting the Audited**
131 **Financial Report for the Fiscal Year Ended September 30,**
132 **2014, was adopted.**

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135 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2015-6,**
136 **Approving the District's Proposed Budget**
137 **for Fiscal Year 2015/2016 and Setting a**
138 **Public Hearing Thereon Pursuant to**
139 **Florida Law**

140
141 Mr. McGaffney provided the proposed budget for Fiscal Year 2016. He explained that he
142 met with Mr. Jeff Pinder, the firm's Controller, to discuss how excess funds can be used to keep
143 the assessment at the same amount, as several line items were under budget.

144 Mr. McGaffney referred to Page 1 and noted proposed revenues of \$490,945, minus
145 \$19,638 for a 4% discount from residents paying their assessments in November, resulting in a

146 net "Assessment levy" of \$471,307. He indicated that the "Fair-share agreement" is \$46,302,
147 which the School Board had some unwillingness to pay their share.

148 Ms. Senior asked why the School Board was reluctant to pay. Mr. McGaffney indicated
149 that there was a new person at the School Board who did not understand the agreement. Mr.
150 Dowling explained that the same person was there; the School Board was trying to get out of
151 their cost share agreements, resulting in litigation with some municipalities. He believed that the
152 District's fair share was legally stronger than other municipalities because the School Board
153 signed an agreement with the District, as they benefit from the stormwater system. Ms. Senior
154 asked if further reluctance could be expected from the School Board. Mr. McGaffney replied no.
155 Mr. Dowling clarified that there could be reluctance, due to the arrival of a new Superintendent,
156 who may not be willing to abide by the agreement. Mr. Dowling questioned if a copy of the
157 Fair-Share Agreement was on file. Mr. Van Wyk replied affirmatively.

158 Mr. McGaffney reported "Total revenues" of \$519,109 with the Fair-Share Agreement
159 and a small amount of interest accrued. He pointed out that expenditures remain the same, with
160 a slight increase of \$604 for "Management/recording/accounting". Mr. Pincus questioned
161 whether the contract specifies increases. Mr. Dowling recalled amending the contract to not
162 include an automatic increase and Mr. Craig Wrathell promising that there would not be any
163 increases for three years, which was honored. *There was consensus from the Board to accept the*
164 *increase.* Mr. McGaffney reported a slight CPI increase in "Audit". With those changes, Mr.
165 McGaffney pointed out that "Total professional & administrative" expenditures for the "General
166 Fund" increased from \$86,551 to \$87,344.

167 Regarding "Field operations", on Page 2, Mr. McGaffney indicated that all contractor and
168 vendor rates remain the same. He pointed out that \$10,000 was budgeted for the "Turn-lane
169 project", which was not spent this year; the project was completed in 2014 and the Board
170 budgeted these funds in case there were overages. Mr. McGaffney reported that the \$10,000 will
171 be removed from the Fiscal Year 2016 budget and used to lower assessments.

172 With regard to "Capital outlay", Mr. McGaffney explained that \$53,000 is a combination
173 of the "Brian Bay & Jog Road" project, which was a Fiscal Year 2014 project, and the funds
174 remaining from the turn-lane project. Staff recommended continuing to reserve money and
175 increase fund balance, due to uncertainties and unforeseen projects; although, some funds were
176 set aside in fund balance and unassigned. He questioned whether the Board wanted to fund an
177 additional \$53,000 for unassigned "Capital outlay" projects. Mr. Pincus asked if the \$53,000

178 should be moved to “Contingency”. Mr. McGaffney recommended keeping the \$53,000 under
179 “Capital outlay” to utilize strictly for capital projects, as the “Contingency” was for unanticipated
180 items. *There was consensus from the Board to budget \$53,000 under “Capital outlay”.*

181 Mr. McGaffney reported that the entire \$6,000 budgeted for “Holiday landscape lighting”
182 was not spent and the Board discussed increasing this line item to \$9,000 to account for LED
183 lighting, which provides future cost savings. Mr. Dowling favored LED lights because they
184 draw less amperage and are more widely used. Mr. Petrick asked if the LED lights are a one-
185 time use. Mr. Dowling indicated that the decorations are rented but the lights are disposed of
186 after use. It was noted that gluing the decorations damaged the signage. *There was consensus*
187 *from the Board to increase “Holiday landscape lighting” to \$9,000.*

188 Regarding “Pump station/equipment insurance”, Mr. McGaffney indicated that \$2,000
189 was budgeted and the actual was \$2,114. He recommended budgeting \$2,000, as he will speak
190 to Mr. Pinder about negotiating this amount; if negotiations fail and the actual amount is \$2,114,
191 excess funds can be used to account for the remaining \$114.

192 On Page 3, Mr. McGaffney referred to the fund balance and the “Assigned 3 months
193 working capital”, which was decreased from \$132,277 to \$130,726 and the “Unassigned” was
194 increased from \$237,762 to \$315,612, due to the \$53,000 budgeted under “Capital outlay”. This
195 results in a projected “Fund balance-ending” of \$846,338 for Fiscal Year 2016.

196 Mr. McGaffney conveyed that the fund balance is increasing, over time, with no increase
197 in assessments, which is the net result of the Board completing projects on time. On Page 7, he
198 pointed out that the debt service on the Series 2006 bonds is the same as the prior year and there
199 is no change in the amortization schedule on Page 8.

200 Mr. McGaffney indicated that the proposed assessments for Fiscal Year 2016 are
201 reflected on the top table, on Page 9. There is a slight discrepancy but the end result is that there
202 is no assessment for Fiscal Year 2016, based on the product type.

203 Mr. McGaffney indicated that the proposed budget will be submitted to the state, prior to
204 the deadline of June 15, 2015, the public hearing will be advertised for September 9, 2015 at
205 8:30 a.m. at this location, at which time, a final budget will be provided to the Board for
206 adoption.

207 Mr. Pincus asked if the Board is voting today on what will be presented to the Board and,
208 in September, the Board will vote to adopt the budget. Mr. McGaffney replied affirmatively.

209 Mr. Dowling pointed out that residents are happy with not having an assessment increase
210 and believed that the District will be well funded for Fiscal Year 2016.

211 Mr. McGaffney presented Resolution 2015-6 for the Board’s consideration and read the
212 title into the record:

213 “A RESOLUTION OF THE BOARD OF SUPERVISORS OF
214 HAMAL COMMUNITY DEVELOPMENT DISTRICT HEREBY
215 APPROVING PROPOSED BUDGETS FOR FISCAL YEAR
216 2015/2016 AND SETTING A PUBLIC HEARING THEREON
217 PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN
218 EFFECTIVE DATE”
219

220 **On MOTION by Mr. Simeone and seconded by Mr. Pincus,**
221 **with all in favor, Resolution 2015-6, Approving the District’s**
222 **Proposed Budgets for Fiscal Year 2015/2016 and Setting a**
223 **Public Hearing Thereon for September 9, 2015, at 8:30 a.m., at**
224 **this location, was adopted.**

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227 **EIGHTH ORDER OF BUSINESS**

**Discussion/Consideration: Responses to
RFQ for District Engineering Services**

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230 **A. Affidavit/Proof of Publication**

231 Mr. McGaffney presented the Affidavit of Publication, noting that the RFQ was properly
232 advertised.

233 **B. RFQ Package**

234 Mr. McGaffney presented the RFQ package, which was sent to the engineering firms and
235 the Board, prior to the meeting.

236 **C. Respondents**

- 237 **i. Alvarez Engineers, Inc.**
- 238 **ii. Giangrande Engineering and Planning**
- 239 **iii. Craig A. Smith & Associates, Inc.**

240 Mr. McGaffney asked the Board to complete the ranking form, one being the best and
241 three being the lowest. The firm receiving the lowest combined ranking will be ranked the
242 number one firm. He pointed out that prices are not discussed, only qualifications.

243 Mr. Van Wyk advised that, after the ranking, Staff will negotiate with the chosen
244 engineering firm and present a proposed contract at the next meeting.

245 Mr. Dowling asked if the Board must choose the best ranked firm. Mr. Van Wyk
246 indicated that if negotiations fail with the number one ranked firm, negotiations will commence
247 with the second ranked firm.

248 Ms. Senior inquired if the current engineering firm submitted a bid. Mr. McGaffney
249 indicated that AECOM Technical Services, Inc. (AECOM) was aware of the RFQ and chose not
250 submit. Mr. Dowling confirmed that a representative from AECOM attended the last meeting
251 and was aware of the Board’s decision to request qualifications from interested firms.

252 Ms. Senior asked if previous experience could be considered. Mr. Van Wyk replied
253 affirmatively.

254 The forms were completed and the points were tallied.

255 **D. Ranking of Responses**

256 Mr. McGaffney indicated, for the record, that Alvarez Engineers, Inc. (Alvarez) the #3
257 ranked firm, received a total of 15 points; Giangrande Engineering and Planning (Giangrande),
258 the #2 ranked firm, received a total of 8 points and Craig A. Smith & Associates, Inc. (CAS), the
259 #1 ranked firm, received a total of 7 points.

260 **E. Authorization to Negotiate with Number-One Ranked Firm**

261 Mr. Van Wyk advised that notices must be sent to all three engineering firms and they
262 have a 72-hour period to file a bid protest, followed by a five-day detailed protest. He will
263 commence negotiations with CAS and provide a proposed contract at the next meeting.

264 Mr. Dowling asked who decides that negotiations were unsuccessful. Mr. McGaffney
265 indicated that the Board will decide. Mr. Dowling pointed out that the Board has nothing to
266 compare the pricing to. Mr. Van Wyk indicated that he will attach CAS’ proposed pricing to
267 their contract and present to the Board at the next meeting, with the current AECOM fee
268 structure.

**On MOTION by Mr. Simeone and seconded by Mr. Petrick,
with all in favor, the rankings, as presented and authorization
for District Counsel to enter into negotiations with Craig A.
Smith & Associates, Inc., the #1 ranked firm, for consideration
at the June Board Meeting, were approved.**

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NINTH ORDER OF BUSINESS

Discussion: Review of Continuing Service Agreements

279 **A. Pump Station Preventative Maintenance and Inspection – Monthly Generator**
280 **Maintenance & Inspection: *South Florida Utilities, Inc. d/b/a Lift Station Services***

281
282 Mr. McGaffney provided a Continuing Service Agreement from South Florida Utilities,
283 Inc. (South Florida Utilities), for pump station preventative maintenance and inspection and
284 monthly generator maintenance and inspection and noted no changes.

285 **B. Pump Station Preventative Maintenance and Inspection – Quarterly Pump, Wet**
286 **Well and Discharge Bay Inspection & Maintenance: *South Florida Utilities, Inc.***
287 ***d/b/a Lift Station Services***

288
289 Mr. McGaffney provided a Continuing Service Agreement from South Florida Utilities,
290 for pump station preventative maintenance and inspection and quarterly pump, wet well and
291 discharge bay inspection and maintenance and noted no changes.

292 **C. Irrigation Services: *F & S Enterprises, Inc.***

293 Mr. McGaffney provided a Continuing Service Agreement from F & S Enterprises, Inc.
294 (F & S) for irrigation services and noted no changes.

295 **D. Waterway Management: *Allstate Resource Management, Inc.***

296 Mr. McGaffney provided a Continuing Service Agreement from *Allstate Resource*
297 *Management, Inc.* (Allstate) for waterway management and noted no changes.

299 **On MOTION by Mr. Simeone and seconded by Ms. Senior,**
300 **with all in favor, the Continuing Service Agreements with**
301 **South Florida Utilities, Inc. d/b/a Lift Station Services, F & S**
302 **Enterprises, Inc. and Allstate Resource Management, Inc.,**
303 **were approved.**

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306 **TENTH ORDER OF BUSINESS**

Staff Reports

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308 **A. Attorney**

309 Mr. Van Wyk asked if the District website was operating, as all CDD websites must be
310 operating by October. Mr. McGaffney indicated that the District Office is handling this issue.
311 Mr. Van Wyk will follow up with the District Office.

312 **B. Engineer**

313 Mr. McGaffney reported that the District Engineer did not respond to the Board’s request
314 to attend the meeting by conference call.

315

316 ▪ **Attorney**

317 Discussion of the Attorney's Report resumed.

318 Mr. Pincus pointed out that he reviewed all emails sent by District Counsel regarding the
319 legislative session, which was held over the last several months and asked if there were any areas
320 of concern. Mr. Van Wyk indicated that this is the last week of the legislative session and there
321 were no critical issues; some issues should be monitored, as there will be significant changes in
322 Chapter 190 next year.

323 Mr. McGaffney reported that there were changes that reflected the financials, such as
324 training and bonds, which were handled by Management.

325 **C. Manager**326 **i. Approval of Unaudited Financial Statements as of March 31, 2015**

327 Mr. McGaffney presented the Unaudited Financial Statements as of March 31, 2015. He
328 noted that Page 1 reflected "Total assets" of \$1,231,592 in the "General Fund", \$1,056,241 in the
329 "Debt Service Fund", \$2,287,833 in "Total Government Funds" and "Total liabilities and fund
330 balances" of 2,287,833.

331 On Page 2, under "Revenues", Mr. McGaffney noted 92% collection of "Maintenance
332 assessments", due to delinquencies; he advised that a tax sale may need to occur. Under
333 "Expenditures", Mr. McGaffney pointed out that "Tree pruning" was at 100% of budget and
334 "Insurance: pump station" was over budget.

335 Mr. McGaffney advised that the "Total fund balance - ending", on Page 3, was
336 \$1,107,868, which is sufficient to cover the principal and interest payments.

337 Mr. McGaffney highlighted the Debt Service for the Series 2006 bonds, on Page 4, and
338 noted the 92% collection of "Maintenance assessments" and the "Total fund balance - ending" of
339 \$1,056,241.

340 **On MOTION by Mr. Simeone and seconded by Ms. Senior,**
341 **with all in favor, the Unaudited Financial Statements as of**
342 **March 31, 2015, were approved.**

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345 **ii. 2,012 Registered Voters in District as of April 15, 2015**

346 Mr. McGaffney reported that there were 2,012 registered voters residing within the
347 boundaries of the District as of April 15, 2015.

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349 iii. **NEXT MEETING: June 24, 2015 at 8:30 A.M.**

350 Mr. McGaffney advised that the next meeting is scheduled for June 24, 2015 at 8:30 a.m.,
351 at this location.

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353 **ELEVENTH ORDER OF BUSINESS** **Supervisors’ Requests and Public**
354 **Comments**

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356 Ms. Senior asked who is in charge of lake maintenance, as the fountain in Water’s Edge
357 is not working. Mr. Dowling indicated that Water’s Edge backs into Lake #6; he believed that
358 this matter was resolved. Ms. Senior pointed out that the fountain turned on but is not spraying.
359 Mr. Dowling will contact Allstate to request a breaker reset.

360 Ms. Senior reported that the pumps for the irrigation are loose. Mr. Dowling indicated
361 that this is the responsibility of individual homeowners.

362 Ms. Senior asked if it is lawful to advertise CDD meetings on the bulletin board;
363 homeowners are not aware of meetings. Mr. Simeone believed that residents were aware of
364 meetings as residents attended past meetings.

365 Mr. Petrick reported that pressure washing is commencing today or tomorrow. He
366 provided the signed contract to Mr. McGaffney. The final cost was \$5,875; \$7,000 was
367 originally budgeted. The decrease was due to the placement of cones along the road, versus a
368 flagman.

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370 **TWELFTH ORDER OF BUSINESS** **Adjournment**

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372 There being nothing further to discuss, the meeting adjourned.

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374 **On MOTION by Mr. Pincus and seconded by Mr. Petrick,**
375 **with all in favor, the meeting adjourned at 9:41 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

1 **MINUTES OF MEETING**
2 **HAMAL**
3 **COMMUNITY DEVELOPMENT DISTRICT**
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5 A Special Meeting of the Hamal Community Development District's Board of
6 Supervisors was held on **Monday, May 18, 2015 at 8:30 a.m.**, at the **Briar Bay Clubhouse,**
7 **3400 Celebration Blvd., West Palm Beach, Florida 33411.**
8

9 **Present and constituting a quorum were:**

10 Brian Dowling	Chair
11 Steven Pincus	Vice Chair
12 Joseph Petrick	Assistant Secretary
13 Ione Senior	Assistant Secretary
14 Robert Simeone	Assistant Secretary

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16
17 **Also present were:**

18 Craig Wrathell	District Manager
19 Howard McGaffney	Wrathell, Hunt and Associates, LLC
20 Roy Van Wyk (<i>via telephone</i>)	District Counsel
21 Sarah Warren (<i>via telephone</i>)	District Counsel

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25 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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27 Mr. Wrathell called the meeting to order at 8:33 a.m., and noted, for the record, that all
28 Supervisors were present, in person.

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30 **SECOND ORDER OF BUSINESS**

Public Comments

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32 There being no public comments, the next item followed.

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34 **THIRD ORDER OF BUSINESS**

**Clarification of RFQ for District
Engineering Services Ranking Criteria**

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37 Mr. Wrathell recalled that, at a prior meeting, the Board solicited proposals for District
38 Engineering Services. He reported that Giangrande Engineering and Planning (Giangrande),
39 Craig A. Smith & Associates, Inc. (CAS) and Alvarez Engineers, Inc. (Alvarez) responded. Mr.
40 Wrathell advised that, at the last meeting, the Board ranked CAS number 1, Giangrande number
41 2 and Alvarez number 3.

42 Mr. Wrathell indicated that, following the meeting, he received several calls from Board
43 Members expressing confusion with the ranking process. Since this is an important decision, a
44 Special Meeting was called to discuss the ranking process and how the Board wanted to proceed.

45 Mr. Dowling reported that, immediately after the last meeting, he felt that there was a
46 problem with the ranking system and contacted Mr. Van Wyk to clarify some issues. He called
47 the Special Meeting because the ranking process was new to the Board Members and should
48 have been clarified at the last meeting.

49 Mr. Dowling pointed out that the email to the Board clearly stated that the Board
50 Members would rank each firm from one to four. His understanding was that the Board could
51 rank all three firms as #1, if it was felt that all three firms were fully qualified, and rank all three
52 firms “four” if none were qualified.

53 Mr. Dowling recalled that Mr. McGaffney directed the Board to rank the firms one
54 through three and he completed out his ranking form, on that basis. Mr. Dowling recalled a
55 Board Member saying, “I would have voted the other way, but the papers would not allow me
56 to.” Mr. Dowling opined that this was not how the ranking should occur.

57 Mr. Van Wyk advised that he spoke to a number of Supervisors and provided ranking
58 criteria from the statute and a form that Mr. Wrathell used in another District, clarifying the
59 ranking process.

60 Mr. Dowling advised that, when ranking a firm, the District is taking into consideration
61 which firm best meets the District’s needs. Mr. Van Wyk concurred.

62 Mr. Dowling stressed that, at the last meeting, it would have been beneficial for the
63 Board to have a brief discussion, prior to the ranking, as he believed that the Board Members did
64 not understand the ranking process. Mr. Van Wyk agreed.

65 Ms. Senior recalled that when she was last involved in this process, there was weighted
66 criteria; other criteria should be included, to determine which firm best met the District’s needs.

67 Mr. Pincus agreed and recalled that, at one time, the Board reviewed contracts and
68 completed a table with different criteria. He agreed with Mr. Dowling that the Board should
69 have had a discussion. Mr. Pincus was surprised that the Board voted without commenting on
70 each firm.

71 Mr. Pincus disagreed with the confusion about the voting process because the best firm
72 was to be ranked one and the least preferred firm was to be ranked three. He recalled that Mr.
73 McGaffney provided revised ranking forms at the meeting and he clearly indicated that the

74 preferred firm should be ranked number one. Mr. Pincus pointed out that three Board Members
75 voted CAS as the number one firm and two Board Members voted Giangrande number one;
76 there was a one vote difference. He noted that all Board Members ranked Alvarez number three;
77 if the understanding was that the best firm should receive three votes, the disparity would have
78 been greater.

79 Mr. Pincus felt that, if Supervisors were having second thoughts or did not agree with the
80 ranking, a re-vote could occur but, it did not make sense that, after the fact, Board Members were
81 confused, when Staff should already be negotiating with the number one ranked firm. Board
82 Members were changing their minds, rather than not knowing what they were doing, which
83 creates a risk that a vendor may challenge the District. Mr. Pincus noted that there was a one
84 point difference between the first and second ranked firms, which was not a large disparity that
85 would indicate that there was confusion about ranking a firm #1 versus #3.

86 Mr. Petrick agreed that Board Members should be certain before ranking and voiced his
87 confusion when he received the agenda package because of the one through four criteria; he
88 based his criteria on the portfolio of the engineering firm, past experience and familiarity.

89 Mr. Someone stated his preference to change his ranking.

90 Mr. Dowling believed that the one through three criteria was not the main issue; the
91 bigger issue was how the firms were ranked, whether based on their qualifications or what was
92 best for the District. Mr. Dowling pointed out that the Board should choose the best, qualified
93 engineer for the District to serve the District's interest and needs, in terms of the pump and
94 drainage systems, and not the engineer who can handle a huge project, won the most awards, has
95 the most employees, the biggest vehicle fleet or the best track record.

96 Mr. Petrick pointed out that a CAS employee lives in Hamal and CAS has the experience
97 to handle the drainage system, as well as large projects; his only experience with CAS was with
98 the turn lane project and they did a good job.

99 Mr. Dowling stated that an employee of CAS, living in Hamal, should be factored in the
100 decision making process; the other Board Members were not aware of that, prior to the ranking,
101 and should have been.

102 Mr. Pincus suggested discussing the ranking process, prior to the ranking. Mr. Dowling
103 proposed discussing whether the Board should reconsider the rankings and, if so, whether
104 rankings would be based on specific criteria.

105 Ms. Senior asked if the #1 ranked firm was notified of the results. Mr. Dowling replied
106 no. Mr. Wrathell reported that he spoke with Mr. Gene Schriener, of CAS, after another CDD
107 meeting and Mr. Schriener heard the results from a Hamal resident who works at CAS. Mr.
108 Wrathell advised that CAS was not officially notified and understood if the Board wanted to
109 reconsider the ranking.

110 Mr. Van Wyk urged the Board to enter into a motion to reconsider the award of contract
111 to CAS for District Engineering Services. Mr. Dowling requested that the Board discuss the
112 ranking process, as Mr. Pincus suggested, prior to making a motion.

113 Mr. Wrathell provided a sample ranking criteria form with the following categories and
114 points:

- 115 ➤ Familiarity of the project: 25 points
- 116 ➤ Staffing – Ability of personnel: 25 points
- 117 ➤ Workload/Location/Ability to meet time and budget requirements: 25 points
- 118 ➤ Experience with state and local regulations/Permitting: 25 points
- 119 ➤ Certified minority business: 5 points

120 Mr. Van Wyk advised that the Board can rank with the individual criteria or rank one
121 through three, based on the same criteria.

122 Mr. Petrick pointed out that, if the Board chooses the criteria that Mr. Wrathell described,
123 he would require additional time to review the portfolios. Mr. Dowling stated that experience
124 with state and local regulations and the ability to meet time and budget requirements were key
125 factors and ranking did not mean reading a folder and considering who had the nicest
126 presentation.

127 Mr. Pincus suggested that all three firms make presentations, addressing why the Board
128 should select them, based on the criteria. Mr. Dowling recalled that the Board voted not to do
129 this.

130 Mr. Wrathell advised that the disadvantage to this ranking approach was a Board
131 manipulating the ranking to favor one firm; the ranking of one through three removes that ability.

132 Mr. Dowling suggested reconvening the meeting to another date to allow time for further
133 research and consider whether to use the one through three ranking criteria or the alternate
134 ranking process provided by Mr. Wrathell. Mr. Pincus pointed out that the Board could maintain
135 the current rankings.

136 Mr. Wrathell believed that the one through three ranking criteria would work adequately,
137 if the Board understood that it had the ability to make decisions based on facts deemed important
138 to the Board and the District.

139 Mr. Simeone questioned why the Board was revisiting this process. Mr. Dowling
140 explained that Mr. Leo Giangrande, left AECOM Technical Services, Inc. (AECOM), to form
141 his own company. Mr. Simeone preferred to work with Mr. Giangrande, the former District
142 Engineer, due to his familiarity with the Board the District.

143 Mr. Pincus questioned if the Board could reconsider the number one and two ranked
144 firms, since the Board was satisfied with ranking Alvarez number three. Mr. Van Wyk reiterated
145 his recommendation to enter into a motion to reconsider the award of contract to CAS and then
146 reconsider the rankings of all three firms.

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**On MOTION by Mr. Simeone and seconded by Mr. Dowling,
with all in favor, reconsideration of the award of contract for
District Engineering Services to Craig A. Smith & Associates,
Inc., was approved.**

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Mr. Van Wyk indicated that the Board was now in a position to rank the firms.

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Mr. Pincus asked if the Board Members wanted to invite the two highest ranking firms to
a future meeting, based on the current information.

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Mr. Dowling was against presentations, as everyone was familiar with Mr. Giangrande
and he and Mr. Petrick were familiar with CAS. Mr. Dowling indicated that he was comfortable
with the one through three ranking criteria, if the Board understood that it was not voting based
on the portfolios but based on familiarity of the project, staffing, workload, location and ability
to meet time and budget requirements, experience with state and local regulations, permitting
and being a certified minority business. Mr. Simeone agreed.

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Ms. Senior asked how they would know if a firm was a certified minority business. Mr.
Pincus indicated that the portfolio would indicate whether the firm was a certified minority
business. Mr. Wrathell advised that Alvarez was the only firm that qualified as a certified
minority business. Mr. Pincus was not concerned with a firm qualifying as a certified minority
business.

168 Mr. Wrathell asked the Board to complete the ranking form with one being the best and
169 three being the lowest. The firm receiving the lowest combined ranking, would be ranked the
170 number one firm.

171 Mr. Simeone indicated that he was “all about the status quo” and preferred to remain with
172 Mr. Giangrande. Ms. Senior pointed out that things improved dramatically after the status quo
173 changed. Mr. Simeone agreed but noted that, at the time, the status quo needed to be changed
174 and he did not see a current need for a change. Ms. Senior noted that Mr. Giangrande was no
175 longer at AECOM, therefore she felt that a change was necessary.

176 Mr. Pincus disagreed, as he noted that Mr. Giangrande did an excellent job helping the
177 District after the floods; however, he could not ignore that preventing the floods was Mr.
178 Giangrande’s responsibility. Mr. Pincus stated that Mr. Giangrande was no longer with AECOM
179 and no longer had the resources available to him that he had with AECOM. Mr. Pincus agreed
180 with Mr. Dowling that the Board should not rank based on who had the nicest brochure;
181 however, he felt that the CAS proposal was far superior to Giangrande’s, based on available
182 resources, without outsourcing, and the experience of the employees. Mr. Pincus pointed out
183 that, while Mr. Giangrande has experience, knowledge and familiarity with the District, any
184 other firm could gain that knowledge and, considering those factors, he preferred CAS.

185 Ms. Senior reported that she voted for Mr. Giangrande but expressed concern regarding
186 the number of employees and the resources at his disposal.

187 Mr. Simeone reported that he voted for Mr. Giangrande because he lives in Hamal and
188 has a vested interest and he can be readily available in an emergency.

189 Mr. Dowling reported that he voted for Mr. Giangrande due to his extensive knowledge
190 and resources; he has contacts in Palm Beach County and the City of West Palm Beach. Mr.
191 Dowling recalled that Mr. Giangrande obtained the District’s South Florida Water Management
192 District (SFWMD) permits, based on his drive, versus other professionals who indicated that it
193 was impossible to obtain permits. He felt that Mr. Giangrande won SFWMD over with his
194 knowledge and met with Indian River Management, which is an impossible task. Regarding
195 flooding, Mr. Dowling pointed out that it was a 100-year flood and nothing could have been
196 prevented the flooding on Hamal streets; the pumps were working, permits were in place and the
197 water level in the lakes were below maximum levels. He believed that the cause of the flooding
198 was an “Act of God”. Mr. Dowling stated that Mr. Giangrande is knowledgeable about the
199 District and it would take a long time to acclimate a new District Engineer versus Mr.

200 Giangrande, who is in contact and has rapport with the electrical engineer that designed the
201 equipment.

202 Mr. Petrick disagreed about the way that the permits were obtained, as SFWMD handled
203 the permitting process.

204 Mr. Dowling reported that the CAS employee living in Hamal was a computer-aided
205 design (CAD) engineer and CAS intended to have this individual handle the District. Mr.
206 Dowling was not in favor of voting for a non-qualified engineer to operate the District. Mr.
207 Petrick indicated that the CAD engineer works under an engineer; CAS is a large engineering
208 firm with several different types of engineers. Mr. Dowling stressed that the District is small
209 with landscaping, lakes and pumps as the only infrastructure; he preferred an engineer handling
210 the District and not an associate.

211 Ms. Senior pointed out that different engineers handle different types of infrastructure,
212 such as a civil engineer handles roads and a mechanical engineer handles pumps. Mr. Dowling
213 indicated that Mr. Giangrande handles civil engineering and is familiar with the mechanics of the
214 pumps. Mr. Pincus confirmed that Mr. Giangrande is a Certified Civil Engineer.

215 Mr. Petrick pointed out that he would not be disappointed if Mr. Giangrande was
216 awarded the contract.

217 Mr. Wrathell advised that he worked with all of the engineering firms.

218 The forms were completed and the points were tallied.

219 Mr. Wrathell reported, for the record that, Alvarez Engineers, Inc. (Alvarez), received a
220 total of 15 points and was ranked number 3; Craig A. Smith & Associates, Inc. (CAS) received a
221 total of 8 points and was ranked number 2 and Giangrande Engineering and Planning
222 (Giangrande) received a total of 7 points and was ranked number 1.

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On MOTION by Mr. Petrick and seconded by Ms. Senior, with Mr. Petrick, Ms. Senior, Mr. Dowling and Mr. Simeone in favor and Mr. Pincus dissenting, the rankings, as presented and authorization for District Counsel to enter into negotiations with Giangrande Engineering and Planning, the #1 ranked firm, for District Engineering Services, for consideration at the June Meeting, were approved.

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233 **FOURTH ORDER OF BUSINESS**

Supervisors' Requests and Public Comments

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Mr. Dowling reported that several residents complained that the fountains in Lake #6 were not working. He contacted Allstate Resource Management, Inc. (Allstate). The motor on Fountain 6A was replaced and electrical components were replaced on Fountain 6B; both fountains are now operating. Mr. Dowling asked if the fountains in Briar Bay were operational. Mr. Pincus indicated he received no complaints.

Ms. Senior asked if Mr. Giangrande ever handled the fountains. Mr. Dowling indicated that Mr. Giangrande was involved during installation of the fountains. Mr. Pincus recalled that Mr. Giangrande reviewed the initial plans. Ms. Senior asked if Mr. Giangrande’s main responsibility was the pumps. Mr. Pincus indicated that Mr. Giangrande handled anything mechanical.

FIFTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Pincus and seconded by Mr. Petrick,
with all in favor, the meeting adjourned at 9:37 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT



Landscape Architecture | Landscape Installation | Landscape Maintenance

1934 Commerce Lane · Suite 1 · Jupiter, Florida · 33458 · Ph 561.747.6338 · Fax 561.747.1377 · Lic.#LC-C000239

June 15, 2015

HAMAL COMMUNITY PLANNING DISTRICT
Attention: Joseph King

We are pleased to submit our proposal for the following landscape installation work.

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	UNIT COST	SUB TOTAL
MISCELLANEOUS						
1		ROYAL PALM REMOVAL		LUMP SUM	\$575.50	\$575.50
1		ROYSTONEA OLERACEA	ROYAL PALM	22-23' WD	\$4,800.00	\$4,800.00
1		DELIVERY		LUMP SUM	\$500.00	\$500.00
1		CRANE		LUMP SUM	\$1,500.00	\$1,500.00
INCLUDES 6 MONTH WARRANTY ONLY IF IRRIGATED						
					TOTAL:	\$7,375.50

Initial JK

TERMS AND CONDITIONS OF CONTRACT

HAMAL

- 1 It is agreed that this contract will commence on or about **June**____, **2015**. If commencement is delayed by PURCHASER in excess of sixty (60) days, this contract may be terminated with reasonable notice to the other party.
- 2 In the event that the LANDSCAPE CONTRACTOR is unable to continue installation due to construction delays and/or civil or natural occurrences, it shall be the OWNER'S responsibility to provide proper maintenance and payment for all work completed to that date. The OWNER'S responsibility begins the following day after the LANDSCAPE CONTRACTOR has been forced to withdraw.
- 3 **WARRANTY:** Newly installed Palms are guaranteed for six (6) months only if irrigated.

Conditions and situations that will void plant warranties are:

- o Lack of potable water within 200 feet during installation of materials.
 - o An automatic irrigation system must be installed prior to installation of landscape materials and must be maintained to operate for one-hundred percent coverage during warranty period.
 - o Failure by Owner to provide approved maintenance program.
 - o Damage caused by other trades.
 - o Vandalism or theft (after installation).
 - o Subgrade will not be the responsibility of the landscape contractor unless specifically requested. For this reason, materials will not be warranted due to poor drainage unless otherwise specified in contract.
 - o Material that was moved or transplanted.
 - o In cases of water restrictions, it is the responsibility of the Owner to apply any additional hand watering needed.
 - o Any and all acts of God or other situations not controllable by landscape contractor such as floods, winds, hurricanes, drought, freeze, etc.
 - o Sod and annuals are not guaranteed under this contract.
- 4 This proposal assumes that all items can be completed in one installation. If landscape installation must be broken into more than one phase (through no fault of the Landscape Contractor) then additional costs due to increased mobilization expenses may result.

TERMS AND CONDITIONS OF CONTRACT (Cont.)

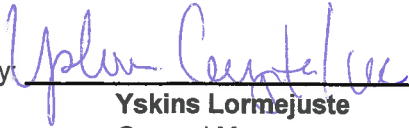
HAMAL

- 5 **PAYMENT:**
A. The balance of the total amount, plus any extras, becomes due and payable upon completion of the contract.
- 6 **FINANCES CHARGES:** Thirty day past due payments are subject to a 1-1/2 percent per month charge. Annual percentage rate is 18 percent.
- 7 **ATTORNEY'S FEES AND COSTS:** If any party breaches this agreement and litigation results, the prevailing party shall be entitled to a reasonable attorney's fees and costs. This includes fees and costs which may be incurred by the LANDSCAPE CONTRACTOR in installation collection proceedings.
- 8 **LIEN RIGHTS:** The LANDSCAPE CONTRACTOR, if necessary, may utilize their right to lien the OWNER'S property in case of non-payment. The LANDSCAPE CONTRACTOR is entitled to all of their rights under Florida's Mechanic Lien statutes.

Acceptance

Acceptance of this proposal, valued at **\$7,375.50**, may be indicated by the signature of a duly authorized official of the client in the space provided below. One signed copy of this proposal returned to the Landscape Contractor will serve as an Agreement between the two parties and as Notice to Proceed. This contract will be binding on the parties hereto and the parties successors and assigns. Should this proposal not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

Sincerely yours,
Cotleur Hearing Landscape Company

By:  06.15.15
Yskins Lormejuste **Date**
 General Manager
 Cotleur Hearing Design Build

By: _____
Owner/Client **Date**

Check Payment to:
BOYLE Engineering Corporation
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
BOYLE Engineering Corporation
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
BOYLE Engineering Corporation
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N



2090 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, FL 33409
Tel: 561-684-3375 Fax: 561-689-8531

Federal Tax ID No. 95-1735889

ATTN : VINNIE LOPARDO
HAMAL COMMUNITY DEVELOPMENT
C/O WRATHELL, HUNT & ASSOC., LLC
6131 LYONS ROAD, STE 100
COCONUT CREEK, FL 33073

Invoice Date: 10-MAR-15
Invoice Number: 37516186

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60319419 Project Name : Hamal Community Development (60183085)
Bill Through Date : 24-JAN-15 - 10-MAR-15

Invoice Description: Review Board Meeting packet; Board Meeting via conference call.

Task Number : 1 Task Name : Meeting/Coordination

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Project Director	Professional	1.25	170.00	212.50
Total Labor Bill Rate		1.25		212.50
Miscellaneous				
<u>Description</u>				<u>Billed Amt</u>
T&M Markup				3.19
Total Miscellaneous				3.19
Task Total : Meeting/Coordination				215.69

Project Total : Hamal Community Development (60183085) 215.69

Invoice Summaries

Total Current Amount :	215.69
Retention Amount :	0.00
Pre-Tax Amount :	215.69
Tax Amount :	0.00
Total Invoice Amount :	215.69

Outstanding Invoices

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Invoice Balance</u>
37505518	29-JAN-15	258.83
Outstanding Total :		258.83

2006

EXHIBIT C
TIME AND EXPENSE RATES

The rates and charges shown below are used to calculate invoice amounts for services rendered on a Time and Expense basis.

A. Personnel Hourly Billing Rates:

Project Director	\$170.00
Sr. Client Service Manager	\$140.00
* Client Service Manager	\$130.00
Sr. Project Engineer	\$120.00
Project Engineer V	\$ 115.00
Project Engineer IV	\$ 105.00
Project Engineer III	\$ 95.00
Project Engineer II	\$ 80.00
Project Engineer I	\$ 75.00
Sr. Designer	\$ 95.00
Designer	\$ 85.00
Survey and Mapping Director	\$120.00
Survey Client Service Manager	\$ 100.00
Sr. Professional Surveyor & Mapper	\$ 95.00
Professional Surveyor & Mapper	\$ 90.00
GIS Client Service Manager	\$ 95.00
GIS Specialist II	\$ 80.00
GIS Specialist I	\$ 70.00
Engineering & Survey Technician II	\$ 80.00
Engineering & Survey Technician I	\$ 70.00
Sr. Field Representative	\$ 90.00
Field Representative II	\$ 75.00
Field Representative I	\$ 60.00
Survey Crew	\$120.00
GPS Equipment	\$ 40.00
Administrative Support	\$ 40.00

- B. Outside contractual services secured by ENGINEER on CLIENT'S behalf, travel costs by commercial carrier, direct non-salary expenses including, but not limited to, meals, lodging, special mailing or delivery services, legal advertisements and notices, title search service and special survey materials shall be reimbursed at 110 percent of ENGINEER'S cost.
- C. A 1.5-percent charge will be added to all invoices to cover ENGINEER'S expense items such as occasional photocopies, telephone charges, fax, local travel, and regular postage.
- D. Contract printing and blueprinting shall be charged at 110 percent of ENGINEER'S cost. Internally-produced blueprints shall be charged at \$ 0.25 per square foot or fraction thereof, and photocopies shall be charged at \$ 0.15 per sheet.

**STANDARD HOURLY RATE SCHEDULE –
AECOM Southeast Water – November 5, 2009**

Engineers, Planners, Architects, Landscape Architects, Geologists, Construction & Survey Managers

Job Title	Billing Rate	Job Title	Billing Rate
Engineer I	\$ 90.00	Project Engineer III	\$150.00
Engineer II	\$ 95.00	Project Manager I	\$165.00
Engineer III	\$110.00	Project Manager II	\$185.00
Engineer IV	\$122.00	Project Manager III	\$210.00
Engineer V	\$125.00	Operations Manager I	\$220.00
Project Engineer I	\$127.00	Operations Manager II	\$265.00
Project Engineer II	\$135.00		

Technical/Designer Personnel:

Job Title	Billing Rate	Job Title	Billing Rate
Designer I	\$ 92.00	Designer IV	\$125.00
Designer II	\$105.00	Designer Supervisor	\$152.00
Designer III	\$122.00		

CADD Personnel:

Job Title	Billing Rate	Job Title	Billing Rate
CADD Operator I, II, III	\$ 87.00	CADD Operator IV	\$125.00

Administrative Personnel:

Job Title	Billing Rate	Job Title	Billing Rate
Administrative Assistant I	\$ 53.00	Executive Assistant I	\$ 67.00
Administrative Assistant II	\$ 65.00	Executive Assistant II	\$ 75.00
Administrative Assistant III	\$ 92.00	Executive Assistant III	\$ 110.00

Other Technical Staff:

Job Title	Billing Rate	Job Title	Billing Rate
GIS Technician	\$ 70.00	GIS Specialist III	\$ 90.00
GIS Specialist I	\$ 72.00	GIS Specialist IV	\$120.00
GIS Specialist II	\$ 85.00		

Construction Inspection:

Job Title	Billing Rate	Job Title	Billing Rate
Inspector I	\$ 90.00	Resident Engineer I	\$ 70.00
Inspector II	\$105.00	Resident Engineer II	\$ 78.00
Inspector III	\$128.00	Resident Engineer III	\$ 97.00

Surveying Staff:

Job Title	Billing Rate	Job Title	Billing Rate
Survey Technician I	\$ 55.00	Two Man Crew	\$118.00
Party Chief II	\$ 80.00	Three Man Crew	\$144.00
Surveyor I	\$110.00	GPS Crew	\$185.00

Direct Project Expenses:

Travel - Automobile/Truck
Travel - Other than Automobile
Subcontracted Services

Current IRS Rate
Actual Cost + 15%
Actual Cost + 15%

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline, which cannot be met during normal hours. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Applicable sales taxes, if any, will be added to these rates.

Rates subject to general revision 11/1/10.

**AGREEMENT BETWEEN
THE HAMAL COMMUNITY DEVELOPMENT DISTRICT
AND GIANGRANDE ENGINEERING AND PLANNING, LLC
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made and entered into effective the ____ day of _____, 2015, by and between:

Hamal Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach County, Florida, with a mailing address at 2300 Glades Road, Suite 410W Boca Raton, Florida (the "District"), and

Giangrande Engineering and Planning, LLC, a Florida limited liability company, with a mailing address at 73 SW Flagler Avenue Stuart, Florida 34994 ("Engineer").

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by ordinance of the City of West Palm Beach, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ Engineer to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by separate work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings by phone, or in person, if latter is requested by the District's Chairman or Board of Supervisors.

2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.
- D. Pursuant to section 287.055, Florida Statutes, and the District's Rules of Procedure, the Engineer shall not render any professional services under this Agreement for a project the basic construction costs of which is estimated by the District's Board of Supervisors to exceed the threshold amount provided in section 287.017, Florida Statutes, category five, or for a planning or study activity when the fee for the professional services exceeds the threshold amount provided in section 287.017, Florida Statutes, category two, except in cases of valid public emergencies certified by the District's Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District. Pursuant to section 287.055, Florida Statutes, and the District's Rules of Procedure, the District shall not authorize any professional services from Engineer under this Agreement for a project the basic construction costs of which is estimated by the District's Board of Supervisors to exceed the threshold amount provided in section 287.017, Florida Statutes, category five, or for a planning or study activity when the fee for the professional services exceeds the threshold amount provided in section 287.017, Florida Statutes, category two, except in cases of valid public emergencies certified by the District's Board of Supervisors.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount-The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. Hourly Personnel Rates-For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that this contract is for engineering services. It is further understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with §287.055(10).

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over

competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming District, the District's supervisors, and the District's staff as additional insureds on each policy, except for Professional Liability. Engineer shall provide District with prior notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto

that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 16. Indemnification. Engineer shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of the contract. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, Florida Statutes.

The District agrees, to the extent permitted by section 768.28, Florida Statutes, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement.

Article 17. Public Records. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the owner in conjunction with this Agreement.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Palm Beach County, Florida

Article 20. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 6 herein.

Article 21. Termination. Either party may terminate this Agreement for failure to perform in accordance with the terms of this Agreement or for any reason upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the Board. In the event of termination, Engineer will be paid for services actually rendered and reimbursable expenses actually incurred, to the date of Engineer's receipt of the notice of termination.

Article 22. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Hamal Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

If to Engineer: Giangrande Engineering and Planning, LLC
73 SW Flagler Avenue
Stuart, Florida 34994
Attn: Leo Giangrande

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 24. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

GIANGRANDE ENGINEERING AND PLANNING, LLC, a
Florida limited liability company

Witness

By: _____

Its: _____

SCHEDULE "A"

STANDARD HOURLY RATE SCHEDULE
January 31, 2015

Engineers, Planners, Landscape Architects, Construction Managers

Job Title	Billing Rate	Job Title	Billing Rate
Engineer I	\$ 90.00	Principal Planner/ PM	\$135.00
Engineer II	\$ 95.00	Planner	\$120.00
Engineer III	\$110.00	Landscape Architect	\$120.00
Senior Engineer	\$140.00		
Principal Engineer	\$150.00		

CADD Personnel:

Job Title	Billing Rate	Job Title	Billing Rate
CADD Operator I, II, III	\$ 90.00	CADD Operator IV	\$105.00

Administrative Personnel:

Job Title	Billing Rate		
Administrative Assistant I	\$ 53.00	Administrative Assistant II	\$ 65.00

Work Authorization Number 1

_____, 2015

Hamal Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number 1**
 Hamal Community Development District

Dear Chairman, Board of Supervisors:

Giangrande Engineering and Planning, LLC (“Engineer”) is pleased to submit this work authorization to provide engineering services for the Hamal Community Development District. We will provide these services pursuant to our current agreement dated _____, 2015 (“Engineering Agreement”) as follows:

I. Scope of Work

Hamal Community Development District (“District”) will engage the services of Engineer as District Engineer to perform those services as necessary pursuant to the Engineering Agreement including attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the District’s Board of Supervisors.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement in an amount not-to-exceed \$_____ without further authorization. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish

to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Giangrande Engineering and Planning, LLC. We look forward to helping you create a quality project.

Sincerely,

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Hamal Community Development District

Date: _____, 2015

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2015**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
MAY 31, 2015**

	General Fund	Debt Service Fund 2006	Total Governmental Funds
ASSETS			
Cash	\$ 267,722	\$ -	\$ 267,722
Investments			
Broward Bank of Commerce*	252,053	-	252,053
Finemark MMA	125,480	-	125,480
Finemark ICS	400,782	-	400,782
Old Florida National Bank - MMA*	25,030	-	25,030
Revenue (series 2006)	-	493,962	493,962
Prepayment (series 2006)	-	113	113
Due from other funds			
General fund	-	10,196	10,196
Accounts receivable	59,491	-	59,491
Deposits	50	-	50
Total assets	<u>\$1,130,608</u>	<u>\$ 504,271</u>	<u>\$ 1,634,879</u>
LIABILITIES			
Accounts payable	\$ 9,237	\$ -	\$ 9,237
Due to other funds			
Debt service (series 2006)	10,196	-	10,196
Total liabilities	<u>19,433</u>	<u>-</u>	<u>19,433</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	59,491	-	59,491
Total deferred inflows of resources	<u>59,491</u>	<u>-</u>	<u>59,491</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	50	-	50
Restricted			
Debt service	-	504,271	504,271
Assigned			
3 months working capital	132,277	-	132,277
Sound barriers	50,000	-	50,000
Stormwater pump station	100,000	-	100,000
Culvert repair/replacement	50,000	-	50,000
Disaster recovery	200,000	-	200,000
Unassigned	519,357	-	519,357
Total fund balance	<u>1,051,684</u>	<u>504,271</u>	<u>1,555,955</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,130,608</u>	<u>\$ 504,271</u>	<u>\$ 1,634,879</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MAY 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Maintenance assessments	\$ 5,785	\$ 459,800	\$ 471,307	98%
Fair share agreement	-	-	46,302	0%
Interest	66	1,022	1,500	68%
Total revenues	<u>5,851</u>	<u>460,822</u>	<u>519,109</u>	89%
EXPENDITURES				
Administrative				
Supervisors	1,077	3,660	7,536	49%
Management	3,358	26,860	40,290	67%
Legal	-	3,326	15,000	22%
Engineering	-	700	5,000	14%
Audit	-	6,300	6,300	100%
Arbitrage rebate calculation	-	-	1,250	0%
Dissemination agent	83	583	1,000	58%
Website	-	615	-	N/A
Postage	74	208	750	28%
Legal advertising	413	1,018	2,500	41%
Office supplies	-	-	250	0%
Other current charges	-	94	750	13%
Dues, licenses & subscriptions	-	175	175	100%
Insurance	-	5,665	5,750	99%
Total administrative expenses	<u>5,005</u>	<u>49,204</u>	<u>86,551</u>	57%
Maintenance				
Telephone	183	1,481	2,040	73%
Landscape maintenance				
Mowing, edging, pruning & weed control	7,145	57,158	85,731	67%
Turf replacement	-	-	2,000	0%
Mulch	16,500	16,500	14,250	116%
Insect, weed, fertilization	3,633	29,066	43,605	67%
Annuals removal, replacement, installation	-	3,024	6,000	50%
Tree pruning	1,482	18,982	17,500	108%
Irrigation system maintenance	1,050	5,250	12,600	42%
Irrigation repairs	943	5,496	6,000	92%
Turn lane project	-	-	10,000	0%
Capital outlay	5,875	5,875	53,000	11%
Landscape replacement	-	6,850	25,000	27%
Preventative maintenance: pump station	125	2,600	8,050	32%
Catchbasin cleanout	-	-	15,000	0%
Repair/maintenance: pump station	-	90	4,000	2%
Insurance: pump station	-	2,114	2,000	106%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MAY 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	1,800	16,200	22,032	74%
Fountain maintenance	-	3,385	18,020	19%
Holiday landscape lighting	-	2,504	6,000	42%
Contingency	-	-	21,680	0%
Utilities	4,479	36,003	62,000	58%
Total maintenance expenses	<u>43,215</u>	<u>212,578</u>	<u>436,508</u>	49%
Other fees and charges				
Property appraiser	-	-	1,141	0%
Tax collector	56	4,635	4,909	94%
Total other fees and charges	<u>56</u>	<u>4,635</u>	<u>6,050</u>	77%
Total expenditures	<u>48,276</u>	<u>266,417</u>	<u>529,109</u>	50%
Excess (deficiency) of revenues over (under) expenditures	(42,425)	194,405	(10,000)	
Fund balance - beginning	1,094,109	857,279	780,039	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	50	50	-	
Assigned				
3 months working capital	132,277	132,277	132,277	
Sound barriers	50,000	50,000	50,000	
Stormwater pump station	100,000	100,000	100,000	
Culvert repair/replacement	50,000	50,000	50,000	
Disaster recovery	200,000	200,000	200,000	
Unassigned	519,357	519,357	237,762	
Total fund balance - ending	<u>\$ 1,051,684</u>	<u>\$ 1,051,684</u>	<u>\$ 770,039</u>	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE - SERIES 2006
FOR THE PERIOD ENDED MAY 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Maintenance assessments	\$ 10,299	\$ 818,437	\$ 838,977	98%
Interest	14	58	-	N/A
Total revenues	<u>10,313</u>	<u>818,495</u>	<u>838,977</u>	98%
EXPENDITURES				
Principal 5/1	365,000	365,000	365,000	100%
Interest 11/1	-	232,619	232,619	100%
Interest 5/1	232,619	232,619	232,619	100%
Total expenditures	<u>597,619</u>	<u>830,238</u>	<u>830,238</u>	100%
Other fees and charges				
Tax collector	103	8,249	8,739	94%
Total other fees and charges	<u>103</u>	<u>8,249</u>	<u>8,739</u>	94%
Total expenditures	<u>597,722</u>	<u>838,487</u>	<u>838,977</u>	100%
Excess (deficiency) of revenues over (under) expenditures	(587,409)	(19,992)	-	
Fund balances - beginning	<u>1,091,680</u>	<u>524,263</u>	<u>509,637</u>	
Fund balances - ending	<u>\$ 504,271</u>	<u>\$ 504,271</u>	<u>\$ 509,637</u>	