

**MINUTES OF MEETING  
HAMAL  
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Hamal Community Development District's Board of Supervisors was held on **Wednesday, June 24, 2015 at 8:30 a.m.**, at the **Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.**

**Present and constituting a quorum were:**

Brian Dowling	Chair
Steven Pincus ( <i>via telephone</i> )	Vice Chair
Ione Senior	Assistant Secretary
Robert Simeone	Assistant Secretary

**Also present were:**

Howard McGaffney	Wrathell, Hunt and Associates, LLC
Sarah Warren ( <i>via telephone</i> )	District Counsel
Leo Giangrande	District Engineer
Joseph King	Kings Management Services, Inc.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. McGaffney called the meeting to order at 8:33 a.m., and noted, for the record, that Supervisors Dowling, Simeone and Senior were present, in person. Supervisor Pincus was not present at roll call. Supervisor Petrick was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes**

**A. April 22, 2015 Regular Meeting**

**B. May 18, 2015 Special Meeting**

Mr. McGaffney presented the April 22, 2015 Regular Meeting and the May 18, 2015 Special Meeting Minutes and asked for any additions, deletions or corrections.

**On MOTION by Mr. Simeone and seconded by Ms. Senior, with all in favor, the April 22, 2015 Regular Meeting and May 18, 2015 Special Meeting Minutes, as presented, were approved.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Proposal from Cotleur & Hearing Landscape Company for Replacement Royal Palm**

Mr. McGaffney presented a proposal from Cotleur & Hearing Landscape Company (Cotleur) for the replacement of a Royal Palm tree. Mr. McGaffney was informed by Mr. Petrick that another Royal Palm died. Mr. Dowling noted that the tree was on the south side of Briar Bay Boulevard, bordering on Hamal property; it was the same type of tree that was replaced three or four months ago.

Mr. Dowling asked why palm trees are dying. Mr. Joseph King, of Kings Management Services, Inc. (Kings), believed that it was a fungus and pointed out that the primary problem with the Royal Palms is that they have a short life and by the time a problem is detected, the tree is close to being deceased. Mr. Simeone agreed, noting that unless the tree undergoes a thorough inspection, the fungus is undetectable.

Ms. Senior asked about the general lifespan of the Royal Palms. Mr. King estimated that Hamal's Royal Palms were 30 years old but noted that some trees in Miami-Dade County were 60 to 70 years old. Mr. King believed that the lifespan depended on the location and amount of maintenance.

Mr. Dowling asked if the price of \$7,375.50 was comparable to the Royal Palm that was replaced several months ago. Mr. McGaffney indicated that this proposal was higher because the tree must be removed and replaced. Mr. McGaffney noted that the prior tree replacement cost was \$5,875, with the same company. Mr. King addressed his long history with Cotleur and their quality work.

**On MOTION by Mr. Dowling and seconded by Mr. Simeone, with all in favor, the proposal from Cotleur & Hearing Landscape Company for replacement of a Royal Palm, in a not-to-exceed amount of \$7,375.50, was approved.**

- **Discussion: Review of Irrigation Maintenance Contract**

*\*\*\*This item was an addition to the agenda.\*\*\**

Mr. Dowling reported that the current landscape company is Kings but the irrigation is maintained by F & S Enterprises, Inc. (F & S). He indicated that, over the past month, the grass and shrubbery on Hamal property appeared “parched” and, in reviewing the F & S vendor report for Fiscal Year 2014, the District paid approximately \$24,000 to F & S and \$10,000, to date, for Fiscal Year 2015. Mr. Dowling stated that F & S is being paid “a lot of money to do a lot of work” but is not providing good quality work.

Mr. Dowling asked Mr. King to report on F & S’s performance, as the intermediary between F & S and the District. Mr. King indicated that the issue with F & S was ongoing, for a year-and-a-half; their services were terminated on other properties for which he provides landscaping services. Mr. King agreed with Mr. Dowling that the quality of work was lacking. F & S performs wet checks but does not replace broken sprinkler heads. Mr. King noted that he had an issue with a timer, which he addressed with F & S, and was told to repair it himself.

In response to Mr. Simeone’s question, Mr. Dowling indicated that the problem areas are the median and east end of Jog Road. Mr. Simeone questioned how long F & S has been the District’s vendor. Mr. Dowling replied since the beginning; Kings was not licensed for irrigation but is now partially licensed. Mr. Simeone asked if F & S handles the irrigation for Hamal only. Mr. Dowling indicated that Briar Bay originally hired F & S but terminated them one year ago.

Mr. King advised that, due to the large amount of fraudulent work in the past, Palm Beach County is stringent on granting licenses. In response to Mr. Simeone’s question, Mr. King indicated that, with his company’s current licensure, monthly wet checks may be performed and sprinkler heads and rotors can be replaced; however, irrigation lines cannot be replaced, nor can any electrical work be performed. Mr. Simeone noted that irrigation companies often subcontract with electricians.

Mr. Giangrande suggested replacing the material in the Jog Road area with a different type of grass and low shrubs that require less irrigation, resulting in a more natural Florida native median, as opposed to a grass median, versus trying to fix existing issues and hiring another firm. Mr. Giangrande indicated that changing the material requires an analysis of what can be placed, legally, in the right-of-way (ROW).

Mr. King agreed, noting that Florida-Friendly Landscaping™ is drought tolerant and aesthetically pleasing. Mr. Giangrande offered to bring a landscaper on site, who was familiar with Florida-Friendly Landscaping™.

Mr. Dowling recalled that the Board discussed adding plants and shrubbery to the ends of each island but the city did not grant approval. Mr. Giangrande noted that this would create line-of-sight issues.

Ms. Senior asked why F & S was not terminated one-and-a-half years ago, when it was pointed out that F & S was not performing well. Mr. Dowling indicated that he was waiting for Kings to obtain licensing.

Mr. Dowling recommended terminating F & S's agreement, based on Item 13, which states that either party may cancel the agreement by providing 30 days written notice and, in the interim, authorize Kings to maintain the irrigation system, until Kings provides an official bid, or bids are obtained from other irrigation companies.

Mr. Simeone questioned if Kings Management will bill the District an hourly rate for replacements, plus materials and, if so, how much they would charge. Mr. Dowling believed that Kings' hourly rate is \$50 to \$55 per hour. Mr. King pointed out that, even with a full license, he could not perform electrical work but can design a new system; with the current license, Kings cannot repair the existing system. Mr. Giangrande suggested that the District obtain bids, as Kings only performs landscape maintenance.

Mr. Dowling moved to terminate the Irrigation Maintenance Agreement with F & S and authorize Kings to maintain the irrigation system, until official bids are received from Kings and other irrigation vendors. Mr. Simeone seconded the motion.

**\*\*\*Mr. Pincus joined the meeting telephonically at 8:52 a.m.\*\*\***

Mr. McGaffney and Mr. Dowling reiterated the action taken by the Board.

**On MOTION by Mr. Dowling and seconded by Ms. Senior, with all in favor, authorization to terminate F & S Enterprises, Inc., and for Kings Management Services, Inc., to maintain the irrigation system until official bids are received from Kings Management Services, Inc., and other irrigation vendors, were approved.**

A general discussion ensued regarding Mr. Giangrande's suggestion for changing the landscaping along the Jog Road median and east side to Florida-Friendly Landscaping™.

Mr. Pincus agreed, if the native materials would look as nice as what is currently planted but questioned if this option was due to an increase in expenses. Mr. Dowling replied no.

Mr. McGaffney reported that another District had a full Florida-Friendly Landscaping™ review and the savings were as expected or even better.

Mr. Giangrande will email examples of ROW landscaping to Mr. Dowling.

**FIFTH ORDER OF BUSINESS****Discussion: AECOM Fee Structure**

Mr. McGaffney presented the AECOM fee structure, which the Board requested at the last meeting. He referred to the hourly fee structure on Pages 2 and 3.

Mr. Pincus recalled that the Board wanted to compare AECOM's rates to Mr. Giangrande's rates and asked if the rates were comparable.

Mr. Giangrande indicated that AECOM has two rate structures, one from 2002 and one from November 5, 2009. He noted that his rate structure is similar to AECOM's 2002 rates and substantially lower than the 2009 rate structure; however, specific job titles in the rate structures make it difficult to provide an apples-to-apples comparison.

Mr. Pincus questioned whether the District's budget would remain neutral by changing District Engineers. Mr. Giangrande indicated that there would be a reduction. Mr. Dowling agreed, as AECOM's hourly rates range from \$150 per hour to \$265 per hour, versus Mr. Giangrande's hourly rates, which range from \$120 to \$135.

Mr. Pincus asked if Mr. Giangrande foresees any major engineering projects. Mr. Giangrande replied no.

Mr. McGaffney noted no changes with Mr. Giangrande's contract, as it was based on usage.

Mr. Dowling spoke with Mr. Roy Van Wyk, during the week, and some prices were reduced through negotiation. Mr. Van Wyk had no issues with Mr. Giangrande's prices or his contract.

**SIXTH ORDER OF BUSINESS****Consideration of Giangrande Engineering and Planning, LLC, Agreement for Professional Engineering Services**

Mr. McGaffney provided the agreement with Giangrande Engineering and Planning, LLC, (Giangrande), for professional engineering services, with the fee schedule.

In response to Mr. Dowling's question, Ms. Warren indicated that both she and Mr. Van Wyk reviewed the contract and had no issues, as this is a standard form agreement used in other Districts.

Ms. Senior questioned how the District is billed. Mr. Giangrande advised that it depends on the District's needs but he tries to minimize his time by having staff perform work at a lower rate.

In response to Mr. Dowling's question, Mr. McGaffney indicated that the termination policy, as reflected on Page 6, Article 21, is 30 days written notice, by either party. Mr. Giangrande pointed out that the contract language was provided by District Counsel and he accepted all conditions.

**On MOTION by Mr. Simeone and seconded by Ms. Senior, with all in favor, the Giangrande Engineering and Planning, LLC, Agreement for Professional Engineering Services, was approved.**

Mr. Giangrande thanked the Board for choosing his company to serve as District Engineer.

**On MOTION by Ms. Senior and seconded by Mr. Simeone, with all in favor, amending the prior motion to authorize the Chair to execute the Giangrande Engineering and Planning, LLC, Agreement for Professional Engineering Services, was approved.**

Mr. Pincus asked if Mr. Giangrande anticipated any issues with obtaining the District's documents from AECOM. Mr. Giangrande indicated that he has all of the District's records and has a good relationship with AECOM staff; he did not anticipate any issues if the need arises to obtain further documentation.

Ms. Warren will send a termination letter to AECOM and a request for all District records.

Ms. Senior questioned the effective date of the termination. Ms. Warren replied 30 days. Ms. Senior expressed concern about an overlap in services provided by AECOM and Mr.

Giangrande. Mr. Giangrande indicated that the District is contracted with both companies but, unless the District requested services, the District is not spending any money.

**On MOTION by Ms. Senior and seconded by Mr. Simeone, with all in favor, authorization for District Counsel to send a 30-day termination letter to AECOM, effective July 24, 2015, was approved.**

In response to Mr. Dowling's request, Mr. McGaffney will send a 30-day termination letter to F & S Enterprises.

Mr. McGaffney congratulated Mr. Giangrande.

*\*\*\*Mr. Giangrande left the meeting.\*\*\**

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being nothing additional to report, the next item followed.

#### **B. Engineer**

There being nothing additional to report, the next item followed.

#### **C. Manager**

##### **i. Approval of Unaudited Financial Statements as of May 31, 2015**

Mr. McGaffney presented the Unaudited Financial Statements as of May 31, 2015. He noted that Page 1 reflected "Total liabilities, deferred inflows of resources and fund balances" of \$1,130,608 in the "General Fund".

On Page 2, under "Revenues", Mr. McGaffney noted 98% collection of "Maintenance assessments", which is expected to increase to 100%. Under "Expenditures", Mr. McGaffney pointed out that "Capital outlay" was \$5,875 and \$53,000 was budgeted, which is sufficient to cover the tree replacements.

Mr. McGaffney referred to Page 3 and noted that "Total expenditures" were \$48,276.

Mr. McGaffney highlighted the Debt Service for the Series 2006 bonds, on Page 4, and noted the 98% collection of "Maintenance assessments". He advised that the May 1, 2015 principal and interest payments were made, which totaled \$597,619. Mr. McGaffney indicated that the District was in good shape with a "Total fund balance - ending" of \$504,271.

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

**ii. NEXT MEETING DATE: September 9, 2015 at 8:30 A.M.**

Mr. McGaffney advised that the next meeting is scheduled for September 9, 2015 at 8:30 a.m., at this location.

**EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests and Public Comments**

There being no Supervisors' requests and public comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Dowling and seconded by Ms. Senior, with all in favor, the meeting adjourned at 9:14 a.m.**

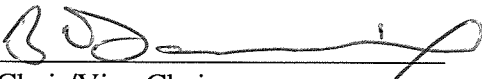
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]





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Secretary/Assistant Secretary



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Chair/Vice Chair