

HAMAL

COMMUNITY DEVELOPMENT

DISTRICT

November 13, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

November 6, 2023

Board of Supervisors
Hamal Community Development District

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

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Regular Meeting on November 13, 2023 at 6:00 p.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. Pledge of Allegiance
3. Public Comments
4. Acceptance of Resignation of Supervisor Steven Pincus [Seat 5]; *Term Expires November 2024*
5. Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 5
 - Administration of Oath of Office to Appointed Supervisor (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
6. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date
7. Consideration of AWC Quote #2675912 for Briar Bay Panel Upgrades

- 8. Ratification of Pump Station Maintenance Services, LLC Agreement for Wastewater Pumping Station Monitoring and Maintenance Services
- 9. Acceptance of Unaudited Financial Statements as of September 30, 2023
- 10. Approval of September 7, 2023 Public Hearings and Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Craig A. Smith & Associates*
 - C. Operations Manager: *King's Management Services, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 11, 2023 at 6:00 PM

- QUORUM CHECK

SEAT 1	MARC DEPAUL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BENJAMIN CUNINGHAM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH PETRICK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	IONE SENIOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Supervisors' Requests
- 13. Public Comments
- 14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 512-9027.

Sincerely,


 Jamie Sanchez
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 131 733 0895

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

6

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER, 2023.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7



Great Technology
Passionate People
BETTER SOLUTIONS

Shipping Method:

Carrier: UPS
Service: Ground
Terms: Prepay and Add

**Check Availability,
 Update Quote or
 Order Online
 (Registration Required)**

Confidential: To be used by recipient's organization only

To:
 JAMIE SANCHEZ
 HAMAL COMMUNITY
 DEVELOPMENT DISTRIC
sanchezj@whhassociates.com
 (877) 276-0889

From:
 Chris Brodeur
 AWC - JACKSONVILLE Local
Support
Chris.Brodeur@awc-inc.com
 (561) 632-2083

Reference: Briar Bay Pump
 upgra
Quote Date: 10/10/2023
Valid Until: 11/09/2023
AWC Quote #: 2675912
Quote Version: 001
AWC Account #: 7H2301

Bill To:
 HAMAL COMMUNITY
 DEVELOPMENT DISTRIC
 2300 GLADES RD
 STE 410W
 BOCA RATON, FL 33431

Ship To:
 HAMAL COMMUNITY
 DEVELOPMENT DISTRIC
 2300 GLADES RD
 STE 410W
 BOCA RATON, FL 33431

Subtotal: \$ 29,750.00
 Est. Freight: TBD
 Est. Tax: \$ 0.00

Quote Total: \$ 29,750.00

* Lead times may vary due to unforeseen supply chain constraints.

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
001	BRIAR BAY PANEL UPGRADES	1	\$29,750.00	\$29,750.00	15 Days
	<p>Line Item Notes: Turnkey Control Panel Upgrade for Briar Bay Pump-station. Including the following: Update and replace system panel hardware within existing control panel. This includes replacing current PLC, HMI, and any wiring needed. Update CAD drawings as needed. Upgrade control wiring as needed. New software programming of the PLC and HMI...includes startup of the control panel with system check. Customer training and sign off (expected 1 day)</p> <p>Breakdown: All Engineering (PLC programming, HMI programming, Network configuration and testing, installation and re-wiring of components / UPS configuration, design and layout for new CAD engineering drawings, labor including startup and training with customer. (16 days / @150/hr rate) ...\$19,200</p> <p>Hardware for upgrades: Includes new PLC / HMI/ Industrial VPN gateway / industrial power supply / industrial UPS w battery/Misc wire and TBs ...\$10,550</p>				

Notes

1. If tax exempt, please provide a tax-exempt certificate with purchase order.
2. Estimated delivery is based upon availability at time of quotation. Click [Update Quote](#) for current availability.
3. All stock subject to prior sale. Stock material generally ships the same day if purchase orders are received by 2:00PM EST.
4. Unless otherwise agreed to in writing by both parties, all sales resulting from this quote are subject to AWC's [Terms & Conditions](#).
5. The quoted subtotal does not include import/export duties or credit card processing fees.
6. Credit card payments are acceptable if made at time of order placement, subject to a maximum of \$10,000.
A credit card processing charge of up to 3% of the order amount may be added to the order total.
7. We are unable to estimate the freight. We apologize for the inconvenience. Freight will be determined at time of purchase order.
8. Online access is limited to registered users. Please contact your AWC representative to register.
9. Images shown above are for illustration purposes only.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

8

**AGREEMENT BETWEEN HAMAL COMMUNITY DEVELOPMENT DISTRICT AND
PSMS, LLC FOR WASTEWATER PUMPING STATION MONITORING AND
MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 24th day of AUGUST 2023, by and between:

Hamal Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of West Palm Beach, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

Pump Station Maintenance Services, LLC, a Florida limited liability company, whose mailing address is 2772 NW 31st Avenue, Lauderdale Lakes, Florida 33311 (the "Contractor" and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to wastewater improvements; and

WHEREAS, the District desires to retain an independent contractor to provide wastewater pumping station monitoring and maintenance services (the "Services") for certain lands within the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (the "Proposal"), and represents that it is qualified to serve as a wastewater pump monitoring and maintenance contractor and provide the Services to the District; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor agrees to provide the labor, services and materials necessary for the wastewater pumping station monitoring and maintenance services within the District, which are more specifically identified in **Exhibit A** attached hereto and incorporated by reference herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the Parties and upon the written authorization of the District.

C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

D. The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**.

E. Contractor's proposal attached hereto as **Exhibit A** is provided to clarify the terms of Services to be provided. To the extent that the terms of this Agreement conflict with the terms of **Exhibit A**, this Agreement shall control.

SECTION 3. COMPENSATION; TERM. In exchange for providing the Services, the District shall pay the Contractor an amount of Two Hundred Forty Dollars (\$240.00) per quarter, with a one-time installation charge of Three Hundred Dollars (\$300.00) for the installation of a monitoring device. In addition to the routine maintenance events, Contractor shall provide labor to respond to emergency calls on a 24-hour basis, repair or upgrade the pumping station, clean out clogged or jammed pumps, repair control wiring or control system, and remove or reinstall pumps and/or motors for repair or replacement at the hourly rates identified in **Exhibit A** ("Additional Services") to be billed in accordance with this Agreement. If the District should desire additional work or services not provided in this Agreement, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.

A. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor by the fifth (5th) day of the next succeeding month. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing Services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

B. Work shall commence on the June 1, 2023, and end May 31, 2024 unless terminated pursuant to the terms of this Agreement. Thereafter, this Agreement shall automatically renew in one (1) year terms unless terminated pursuant to the terms of this Agreement. The Contractor acknowledges that the prices of this Agreement are firm and

that the any request for changes to the compensation must be approved by the District by a formal amendment to this Agreement.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY AND COVENANT.

A. Execution of this Agreement by Contractor is a representation that Contractor has visited the District property where the Services are to be performed and become familiar with the location and any special conditions under which the Services are to be performed. Contractor represents and warrants that its investigation of the District property was performed in detail and was sufficient to disclose the condition of the District property and all improvements thereon, and the conditions under which the Services are to be performed.

B. Contractor warrants to District that all materials and equipment furnished under this Agreement will be of good quality and new, that the Services and materials will be free from faults and defects not inherent in the quality required or permitted, and that the Services will conform with the requirements of this Agreement. Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District's Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C. Contractor hereby grants to District (or its assignee), its warranty of the quality and adequacy of all the Services, including, without limitation, all labor, materials, and equipment provided by Contractor and its subcontractors of all tiers in connection with the Services. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct it promptly after receipt of a written notice from the District and shall correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Upon completion of the Services, Contractor shall assign or cause to be assigned to District all manufacturers' and other warranties with respect to all Services.

D. Contractor shall, at its expense, give all necessary notices and cause all Services done and materials and equipment furnished pursuant to this Agreement to comply strictly

with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform (hereinafter referred to collectively as "Legal Requirements"). Further, Contractor covenants and warrants that it shall observe and comply strictly with all Legal Requirements in connection with the performance of the Services or otherwise. Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Services, including, without limitation, complying with all laws, ordinances and safety regulations. Contractor shall be responsible to District for the acts and omissions of Contractor's employees, subcontractors and their agents and employees and other persons performing portions of the Services under a contract with Contractor.

E. Contractor hereby covenants to the District that it shall perform the Services: (i) in a good and workmanlike manner, using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all Legal Requirements and this Agreement; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District

SECTION 5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

SECTION 6. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.)	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Employer's Liability	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. Except for Workers' Compensation insurance, Contractor shall name the District, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective without prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, authorized to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but is not limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonably attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full powers and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- A. If to Contractor:** Pump Station Maintenance Services, LLC
2772 NW 31st Avenue
Lauderdale Lakes, Florida 33311
Attn: _____

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

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and had the opportunity to seek advice or received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Palm Beach County, Florida.

SECTION 19. INDEMNIFICATION.

A. Subject to the limitation of liability set out below, Contractor, its employees, agents, representatives and subcontractors shall fund the defense of, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part by the negligent acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

B. Obligations under this section shall include the payment of settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limited of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 21. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 23. OWNERSHIP OF DOCUMENTS. 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 Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the

District is Cindy Cerbone ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE: (561) 571-0010, E-MAIL INFO@HAMALCDD.COM.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties and supersedes all previous agreements between the Parties relating to the subject matter of this Agreement.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from

the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 31. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

Attest:

HAMAL COMMUNITY
DEVELOPMENT DISTRICT

Secretary / Assistant Secretary



Chairperson, Board of Supervisors

Witness:

PUMP STATION MAINTENANCE SERVICES,
LLC



Signature of Witness

By: 

TANELLE J. JONES

Print Name

Print Name: CURT BEADLE

Title: PRESIDENT

Exhibit A: Proposal

EXHIBIT A
Proposal



PUMP STATION MAINTENANCE SERVICES, LLC.

**WASTEWATER PUMPING STATION
MAINTENANCE CONTRACT**
Page 1 of 3

Customer

Name: Hamal CDD c/o Kings Management
Address: 2300 Glades Road #410W
City: Boca Raton **State:** FL **Zip:** 33431
Station Address: 3400 Celebration Blvd. West Palm Beach FL 33411
Phone/Emerg #: 561-571-0010 O - 561-512-9027 E
Fax/Email: 561-571-0013 F - hamalcedd@districtap.com

Pump Station Maintenance Services, LLC. (The Contractor) will provide periodic inspection, maintenance, repair and emergency services on a twenty-four (24) hour basis for wastewater pumping stations.

Contract includes the following services with an automatic alarm reporting system at \$240.00 per quarter.

- Inspections will include all bearings, couplings, belts, brushes, commutators, starters, control panels, control connections, control contacts, motor insulation resistance, mechanical seals, pump packing, and pump to motor alignment.
- Maintenance will include station cleanings, all necessary adjustments to level controls, and lubrication of all parts and equipment requiring such maintenance, as recommended by the manufacturer. **(Cleaning does not include wet well vacuum truck debris removal)**

Customer employs the Contractor to make inspections and perform maintenance on 1 station(s) on a quarterly basis, beginning June 1, 2023.

- A one-time installation charge of \$300.00 will be charged for the installation of the monitoring device.
- The monitoring equipment is the property of the Contractor, and should the contract be terminated, the Contractor shall remove the device from the station.

Immediately upon detection of an alarm condition the system will notify a field serviceman, who then will respond to the callout. Customer will be charged from portal to portal. All alarms after normal working hours (8 AM to 4:30 PM, M-F), or on weekends and holidays, will be invoiced at our overtime rates. The response time and directions for handling after hour emergencies will be customized for each of our clients.

Wastewater Pumping Station Maintenance Contract: Page 2 of 3

Additional Charges: The Contractor will furnish labor to respond to emergency calls on a 24-hour basis, repair or upgrade the pumping station, clean out clogged or jammed pumps, repair control wiring or control system, and remove or reinstall pumps and/or motors for repair or replacement at the following hourly rates:

- Mechanic \$65.00 (Regular Time) \$85.00 (Overtime)
 - Electrician \$65.00 (Regular Time) \$85.00 (Overtime)
 - Crane Truck* \$95.00 (Regular Time) \$115.00 (Overtime)
- *Includes Driver

When possible, field service work will be estimated in advance. Shop repairs will be quoted after teardown of pump and examination of required parts.

Customer understands and agrees that to the extent Customer requests any additional insurance from Pump Station Maintenance Services, LLC. or any insurance provision (other than what is listed on the PSMS I.I.C. Insurance certificate). Customer agrees to pay Pump Station Maintenance Services, LLC. in advance all costs associated with the additional insurance provision(s).

Customer agrees to operate all equipment in accordance with the Contractor's instructions, notify the Contractor of any unusual operating conditions of the equipment, and permit only the Contractor's personnel to work on the equipment. The Contractor does not work on the electrical service, other than equipment on the load side of the main breaker.

If the customer's wet well requires cleaning, a notification letter will be sent and the customer can arrange for this service with a well cleaning company.

Upon completion of an inspection, the customer will be furnished a report of the equipment status along with any recommendations deemed necessary by the service personnel.

The term of this open ended contract is twelve (12) months. Either party may cancel upon sixty (60) days written notice or with due cause. Upon termination of the contract, the City will be notified.

Payment: Prior to commencing with the work under this agreement, the customer will be invoiced for the monthly charge, and for the alarm dialer installation if it applies. No service will begin until payment is received. Monthly payments must be received before service will be rendered.

CONTRACTOR'S WARRANTY/GUARANTEE:

- Contractor agrees to perform all Services in a timely and professional manner acceptable to Agent and Owner.
- The contractor's warranty for furnishing and installing new components is limited by the manufacturer's warranty except that the contractor's labor for the installation and workmanship is guaranteed for one year from date of installation.
- There is a ninety-day warranty for minor pump/motor repairs such as bearings and seals.
- Major pump/motor repair, which includes motor rewinding and the replacement of the above parts, carries a one-year warranty. (The warranty for the pump/motor repair is the standard for an EASA (Electrical Apparatus Service Association) repair shop – a national standard for repair shops.
- The Contractor agrees to meet with the Agent or Owner to resolve any differences and/or discrepancies should a problem arise.
- Contractor agrees that if there is good cause for the Agent or Owner to be concerned with either materials or workmanship furnished, the Contractor will remedy the situation with the Agent or Owner.
- The Contractor is not responsible for "acts of God" such as: lightning, power failures, storms, and hurricanes.

In the event that Pump Station Maintenance Services, LLC. shall be forced to enforce any or all terms of this contract or to institute collections and/or legal procedures to secure payment pursuant to this contract, the Contractor shall be entitled all costs and reasonable attorney's fees from the customer.

Wastewater Pumping Station Maintenance Contract: Page 2 of 3

Additional Charges: The Contractor will furnish labor to respond to emergency calls on a 24-hour basis, repair or upgrade the pumping station, clean out clogged or jammed pumps, repair control wiring or control system, and remove or reinstall pumps and/or motors for repair or replacement at the following hourly rates:

- Mechanic \$70.00 (Regular Time) \$100.00 (Overtime)
 - Electrician \$70.00 (Regular Time) \$100.00 (Overtime)
 - Crane Truck* \$105.00 (Regular Time) \$125.00 (Overtime)
- *Includes Driver

When possible, field service work will be estimated in advance. Shop repairs will be quoted after teardown of pump and examination of required parts.

Customer understands and agrees that to the extent Customer requests any additional insurance from Pump Station Maintenance Services, LLC. or any insurance provision (other than what is listed on the PSMS LLC. Insurance certificate), Customer agrees to pay Pump Station Maintenance Services, LLC. in advance all costs associated with the additional insurance provision(s).

Customer agrees to operate all equipment in accordance with the Contractor's instructions, notify the Contractor of any unusual operating conditions of the equipment, and permit only the Contractor's personnel to work on the equipment. The Contractor does not work on the electrical service, other than equipment on the load side of the main breaker.

If the customer's wet well requires cleaning, a notification letter will be sent and the customer can arrange for this service with a well cleaning company.

Upon completion of an inspection, the customer will be furnished a report of the equipment status along with any recommendations deemed necessary by the service personnel.

The term of this open ended contract is twelve (12) months. Either party may cancel upon sixty (60) days written notice or with due cause. Upon termination of the contract, the City will be notified.

Payment: Prior to commencing with the work under this agreement, the customer will be invoiced for the monthly charge, and for the alarm dialer installation if it applies. No service will begin until payment is received. Monthly payments must be received before service will be rendered.



PUMP STATION MAINTENANCE SERVICES, LLC.

Addendum to Maintenance Contract

September 1, 2023

RE: Rate Increase

To Whom It May Concern:

Due to increase in costs, there will be an hourly rate increase. The monthly service rate will remain the same as you are currently paying. The price/rate increase is as follows:

	Regular	Overtime
Mechanic	70.00	100.00
Crane Truck w/ Driver	105.00	125.00
Electrician	70.00	100.00
Shop Repairs	70.00	

I have done my best to keep pricing low, and will continue to do so in the future, but the cost of doing business is going up.

This rate change will take effect September 1, 2023.

Sincerely,

Curt Beadle — President

X
11-06-23

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
SEPTEMBER 30, 2023**

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 461,341	\$ -	\$ 461,341
Investments			
Centennial	256,158	-	256,158
FineMark MMA	249,923	-	249,923
FineMark ICS	286,259	-	286,259
Iberia - MMA	25,158	-	25,158
Bank United	453,148	-	453,148
Revenue	-	90,594	90,594
Prepayment	-	15,987	15,987
Optional redemption	-	263	263
COI	-	5,897	5,897
Due from Palm Beach Co. Schools	42,684	-	42,684
Due from other funds			
General fund	-	765	765
Prepaid expenses	2,000	-	2,000
Deposits	135	-	135
Total assets	<u>\$1,776,806</u>	<u>\$ 113,506</u>	<u>\$ 1,890,312</u>
LIABILITIES			
Liabilities:			
Accounts payable off-site	\$ 7,342	\$ -	\$ 7,342
Accounts payable on-site	11,664	-	11,664
Due to other funds			
Debt service (series 2021)	765	-	765
Total liabilities	<u>19,771</u>	<u>-</u>	<u>19,771</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	42,684	-	42,684
Total deferred inflows of resources	<u>42,684</u>	<u>-</u>	<u>42,684</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	113,506	113,506
Assigned			
3 months working capital	167,408	-	167,408
Sound barriers	100,000	-	100,000
Stormwater pump station	300,000	-	300,000
Culvert repair/replacement	100,000	-	100,000
Disaster recovery	500,000	-	500,000
Unassigned	546,808	-	546,808
Total fund balance	<u>1,714,351</u>	<u>113,506</u>	<u>1,827,857</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,776,806</u>	<u>\$ 113,506</u>	<u>\$ 1,890,312</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Maintenance assessments	\$ -	\$ 590,704	\$ 586,500	101%
Fair share agreement	-	15,200	46,302	33%
Interest & misc. income	2,164	4,780	1,500	319%
Total revenues	<u>2,164</u>	<u>610,684</u>	<u>634,302</u>	96%
EXPENDITURES				
Administrative				
Supervisors	646	2,584	7,536	34%
Management	3,671	44,048	44,048	100%
Trustee	4,031	4,031	4,350	93%
Legal	674	4,644	20,000	23%
Engineering	2,652	22,307	15,000	149%
Audit	-	8,484	8,484	100%
Arbitrage rebate calculation	-	-	1,250	0%
Dissemination agent	83	1,000	1,000	100%
Website	-	705	705	100%
Postage	105	227	750	30%
Legal advertising	1,921	2,736	2,500	109%
Office supplies	-	80	250	32%
Other current charges	289	739	750	99%
ADA website compliance	-	210	210	100%
Annual special district fee	-	175	175	100%
Insurance	-	7,042	7,861	90%
FASD annual dues	-	1,500	1,500	100%
Pump station/equipment insurance	-	8,195	3,916	209%
Total administrative expenses	<u>14,072</u>	<u>108,707</u>	<u>120,285</u>	90%
Maintenance				
Telephone	171	2,036	2,040	100%
Field operations management	2,500	30,000	30,000	100%
Landscape maintenance				
Mowing, edging, pruning & weed control	8,845	106,140	106,140	100%
Turf replacement	-	-	15,000	0%
Mulch	-	11,200	18,000	62%
Insect, weed, fertilization	4,580	54,962	54,962	100%
Annuals removal, replacement, installation	-	-	15,000	0%
Tree pruning	-	-	26,523	0%
Irrigation system maintenance	706	8,472	8,472	100%
Irrigation repairs	603	14,132	10,000	141%
Capital outlay	-	-	30,400	0%
Landscape replacement	-	22,470	20,000	112%
Preventative maintenance: pump station	125	9,660	11,100	87%
Repair/maintenance: pump station	2,550	4,606	4,000	115%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	2,022	24,596	24,000	102%
Fountain maintenance	945	26,585	28,000	95%
Holiday landscape lighting	3,671	6,562	7,500	87%
Contingency	-	-	16,600	0%
Catchbasin cleanout	-	3,980	-	N/A
Wall maintenance	-	2,053	15,000	14%
Utilities	6,964	77,379	62,000	125%
Total maintenance expenses	<u>33,682</u>	<u>404,833</u>	<u>504,737</u>	80%
Other fees and charges				
Property appraiser	-	150	1,141	13%
Information system services	-	2,030	2,030	100%
Tax collector	-	5,796	6,109	95%
Total other fees and charges	<u>-</u>	<u>7,976</u>	<u>9,280</u>	86%
Total expenditures	<u>47,754</u>	<u>521,516</u>	<u>634,302</u>	82%
Excess (deficiency) of revenues over (under) expenditures	(45,590)	89,168	-	
Fund balance - beginning	1,759,941	1,625,183	1,623,543	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	167,408	167,408	167,408	
Sound barriers	100,000	100,000	100,000	
Stormwater pump station	300,000	300,000	300,000	
Culvert repair/replacement	100,000	100,000	100,000	
Disaster recovery	500,000	500,000	500,000	
Unassigned	546,808	546,808	456,135	
Total fund balance - ending	<u>\$ 1,714,351</u>	<u>\$ 1,714,351</u>	<u>\$ 1,623,543</u>	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2017)
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 715,586	\$ 710,568	101%
Assessment prepayment	3,115	12,754	-	N/A
Interest	422	9,559	-	N/A
Total revenues	<u>3,537</u>	<u>737,899</u>	<u>710,568</u>	104%
EXPENDITURES				
Principal	-	601,000	600,000	100%
Principal prepayment	-	-	4,000	0%
Interest 11/1	-	54,520	60,027	91%
Interest 5/1	-	54,520	54,482	100%
Total expenditures	<u>-</u>	<u>710,040</u>	<u>718,509</u>	99%
Other fees and charges				
Tax collector	-	7,022	7,402	95%
Total other fees and charges	<u>-</u>	<u>7,022</u>	<u>7,402</u>	95%
Total expenditures	<u>-</u>	<u>717,062</u>	<u>725,911</u>	99%
Excess (deficiency) of revenues over (under) expenditures	3,537	20,837	(15,343)	
Fund balances - beginning	109,969	92,669	85,377	
Fund balances - ending	<u>\$ 113,506</u>	<u>\$ 113,506</u>	<u>\$ 70,034</u>	

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Hamal Community Development District held Public Hearings and a Regular Meeting on September 7, 2023 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

Present were:

Joseph Petrick	Chair
Ione Senior	Assistant Secretary
Benjamin Cuningham	Assistant Secretary

Also present were:

Jamie Sanchez	District Manager
Steve Smith	District Engineer
Michelle Rigoni (via telephone)	District Counsel
Bruce King	Field Operations
Gervis Z. Collins	Resident
Bensy Sanon	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:01 p.m. Supervisors Petrick, Senior and Cuningham were present. Supervisors Pincus and DePaul were not present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTH ORDER OF BUSINESS

Acceptance of Resignation of Supervisor Steven Pincus [Seat 5]; Term Expires November 2024

Ms. Sanchez noted that Supervisor Pincus' resignation was accepted at the last meeting; however, to date, a signed resignation has not been received. She recalled that the Board

43 previously elected not to send an e-blast regarding the vacancy and the search for Supervisor
44 candidates. The Board Members were encouraged to share news of the vacancy and invite
45 interested candidates to attend a CDD Meeting. This item was deferred.

46

47 **FIFTH ORDER OF BUSINESS**

**Consider Appointment of Qualified Elector
to Fill Unexpired Term of Seat 5**

48

49
50 • **Administration of Oath of Office to Appointed Supervisor (the following will be
51 provided in a separate package)**

52 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and
53 Employees**

54 **B. Membership, Obligations and Responsibilities**

55 **C. Financial Disclosure Forms**

56 **I. Form 1: Statement of Financial Interests**

57 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

58 **III. Form 1F: Final Statement of Financial Interests**

59 **D. Form 8B: Memorandum of Voting Conflict**

60 These items were deferred.

61

62 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04,
Designating Certain Officers of the District,
and Providing for an Effective Date**

63

64

65

66 This item was deferred.

67

68 **SEVENTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

69

70

71 **On MOTION by Mr. Cuninghan and seconded by Ms. Senior, with all in favor,
72 the Public Hearing was opened.**

73

74

75 No members of the public spoke.

76

77 **On MOTION by Mr. Cuninghan and seconded by Ms. Senior, with all in favor,
78 the Public Hearing was closed.**

79

80

81 **A. Proof/Affidavit of Publication**82 **B. Consideration of Resolution 2023-05, Relating to the Annual Appropriations and**83 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending**84 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**85 **Date**

86 Ms. Sanchez presented Resolution 2023-05. She reviewed the proposed Fiscal Year 2024

87 budget, which was unchanged since it was last presented. Mr. Cuningham opined that the

88 “Reserve study” line item should be removed, as it was budgeted in the past but was not done;

89 he suggested using unassigned fund balance if the study is done. He questioned the \$35,000

90 “Turf replacement” line item; in his opinion, not many areas need turf replacement.

91 Mr. Petrick recalled previous discussions about requesting turf proposals. He voiced his

92 opinion that the medians are currently only mature weeds that will eventually die during dry

93 season. As the sod might need to be replaced at that time, he suggested the funds remain

94 budgeted so that the funds will be available if and when needed. In his opinion, the absence of

95 budgeting for a reserve study will make it more difficult to do one should the need arise.

96 Discussion ensued regarding the proposed budget and budget adoption process, use of

97 unassigned fund balance and previous discussions regarding the Board’s prerogative to reduce

98 line items prior to final adoption of the Fiscal Year 2024 budget.

99 Ms. Sanchez stated, the Board can reconsider budgeted amounts now but the amounts

100 can only be decreased. Typically, the Board discussed the proposed budget and adjusted it

101 before the Public Hearing. While the reserve study might not occur in Fiscal Year 2024, District

102 Management recommends a Reserve Study for CDDs at the maturity level of Hamal. In her

103 three years with the CDD, there have been constant requests for a Reserve Study.

104 Mr. Cuningham discussed his understanding of budgeting processes and asked how

105 often a Reserve Study is recommended. Mr. Smith believes a Reserve Study is recommended

106 every five years and it was added to the budget because it is overdue. Ms. Sanchez stated it was

107 added to the budget at the request of a Board Member.

108 Mr. Cuningham thinks the Reserve Study should be removed from the budget and

109 suggested decreasing turf replacement to \$20,000 to reduce assessments. Mr. Smith stated,

110 considering the total square footage multiplied by the cost, the estimate for turf replacement is
111 approximately \$40,000; \$35,000 is currently budgeted.

112 Discussion ensued regarding sod replacement in the medians and other areas.

113 Mr. Cuningham reiterated his belief that the line items should be reduced to decrease
114 the proposed general fund assessment increase of approximately 8%.

115 Mr. King noted that the cost has increased from \$0.90 to closer to \$1.00 per square foot
116 and stated his turf replacement estimate was not based on replacing the entire median. That
117 estimate included only the cost of sod, not the prep work involved. Other turf areas in the CDD
118 might eventually need to be replaced. The unsightly appearance of the weeded areas in
119 question would be a violation, if it were a homeowner's property.

120 Mr. Cuningham stated, while he believes the line item should be increased from the
121 previously budgeted \$15,000, he disagrees with such a large increase.

122 Ms. Sanchez stated the "Turf replacement" line item can be modified to remove
123 "\$0.90/sq. foot".

124 Mr. Smith stated he does not believe there is a stability issue with the medians but,
125 from his experience, the amount budgeted is low given the lack of irrigation and the cost of turf
126 replacement. While the areas are green now, he expects it will be unsightly during dry season.

127 Ms. Senior asked why the sidewalks are not being power washed. Mr. Petrick stated
128 they are cleaned every couple of years when the walls are done; he believes they were last
129 cleaned in 2021. Mr. Smith thinks they are due to be cleaned this year; the two rainy seasons
130 caused extensive buildup. Mr. Petrick thinks they might be cleaned after the holidays when the
131 lights are taken down.

132 Ms. Sanchez discussed the budget approval process and noted that District
133 Management prefers to be informed of changes before the proposed budget is approved
134 and/or adopted so that information can be circulated to the Board.

135 The following changes were made to the Fiscal Year 2024 budget:

136 Pages 1, 2 and 3: Change "DEVELOPMENET" to "DEVELOPMENT"

137 Page 2, "Turf replacement" line item: Delete "\$0.90/sq. foot)

138 Mr. Cuningham asked for the Reserve Study to be removed and discussed why he wants
139 to lower the "Turf replacement" line item.

140 Ms. Sanchez noted that, while they are permitted to do so, if the Board decides to
141 decrease the amount budgeted for “Turf replacement” they are doing so against the
142 recommendation of Staff; the Operations Manager and the District Engineer agree that \$35,000
143 is a reasonable amount to budget for the expense.

144 The following additional changes were made to the Fiscal Year 2024 budget:

145 Page 1: Remove “Reserve study” line item

146 Page 2, “Turf replacement” line item: Decrease to \$20,000

147 Ms. Sanchez stated if these revisions are approved, the Fiscal Year 2024 budget will be
148 adopted, as amended, and assessments will be recalculated accordingly, following the meeting.

149 Ms. Sanchez noted that, when public comments were called for earlier in the meeting,
150 no members of the public were present.

151 Ms. Sanchez presented Resolution 2023-05 and read the title.

152

153 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with Mr.**
154 **Cuningham and Ms. Senior in favor and Mr. Petrick dissenting, Resolution**
155 **2023-05, Relating to the Annual Appropriations and Adopting the Budgets for**
156 **the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, as**
157 **amended; Authorizing Budget Amendments; and Providing an Effective Date,**
158 **was adopted. [Motion passed 2-1]**

159

160

161 **EIGHTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2023/2024, Pursuant to Florida Law

162
163
164
165
166
167 **A. Proof/Affidavit of Publication**

168 **B. Consideration of Resolution 2023-06, Making a Determination of Benefit and Imposing**
169 **Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
170 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for**
171 **Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an**
172 **Effective Date**

173 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
174 **the Public Hearing was opened.**

175

176

177 No members of the public spoke.

178

179 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
180 **the Public Hearing was closed.**

181

182 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
183 **Resolution 2023-06, Making a Determination of Benefit and Imposing Special**
184 **Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
185 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
186 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
187 **Providing an Effective Date, was adopted.**

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190 **NINTH ORDER OF BUSINESS**

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

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197 The following change was made to the Fiscal Year 2024 Meeting Schedule:

198 DATE: Delete October meeting

199

200 **On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor,**
201 **Resolution 2023-07, Designating Dates, Times and Locations for Regular**
202 **Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024,**
203 **as amended, and Providing for an Effective Date, was adopted.**

204

205

206 **TENTH ORDER OF BUSINESS**

Presentation of Audited Financial Report
for the Fiscal Year Ending September 30,
2022, Prepared by Grau & Associates

207

208

209

210 Ms. Sanchez presented the Audited Annual Financial Report for the Fiscal Year Ended
211 September 30, 2022. There were no findings, recommendations, irregularities or instances of
212 noncompliance; it was an unmodified opinion, otherwise known as a clean audit.

213

214 **ELEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2023-08,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2022

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On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor, Resolution 2023-08, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022, was adopted.

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224 **TWELFTH ORDER OF BUSINESS****Update: Resolve IT Issues Related to
Pumphouse Software**

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Mr. King stated most of the issue was resolved; it is now possible to log in to the system. The system is still aging and a meeting will be held this week to hear recommendations regarding what AWC needs in order to service the equipment. The pump is functional now and all switches were replaced and the pumps can be turned on manually and through the computer. Staff needs to ascertain if certain components in the panel need to be replaced so they can be serviced going forward.

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Mr. Cuningham surmised that, this point, the only remaining question is whether the generator starts automatically and, if it does, if it powers the control equipment. It was noted that it does power the control equipment. Mr. Cuningham stated, if that is the case, the only remaining need is battery backups for control equipment. He noted that the control system is older but he doubts that a vendor will take responsibility for maintenance. He expects that AWC will provide a proposal to replace some portions of the control system. Ms. Senior asked if the budget includes a contingency for replacement. Mr. Smith stated proposals will be budget conscious and will be presented for approval. The generator was approved for replacement of the battery but it should remain fueled and ready. While a recommendation was made to run the generator every three months, he suggests doing so every month. Mr. Petrick concurred.

243

244

245

Mr. Cuningham stated proposals will be solicited for the next meeting. While the system can benefit from an update, the Board can rest assured that the system is functional and systems can be operated manually for the time being.

246

247

Ms. Sanchez stated there is sufficient Unassigned Fund Balance for this expense.

248

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251

THIRTEENTH ORDER OF BUSINESS**Ratification of Stewart & Stevenson FDDA,
LLC, Scheduled Maintenance Agreement
[Emergency Generator]**

252

253

Ms. Sanchez presented the Stewart & Stevenson FDDA, LLC, Scheduled Maintenance Agreement for the Emergency Generator. Mr. Cuningham asked if the diesel fuel is periodically

254 inspected, tested or replaced. Mr. Smith stated a fuel additive is typically added to stabilize the
255 fuel. It was noted that periodic inspections are performed and there is a filter.

256

257 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
258 **the Stewart & Stevenson FDDA, LLC, Scheduled Maintenance Agreement for**
259 **the Emergency Generator, was ratified.**

260

261

262 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
263 Statements as of July 31, 2023**

264

265 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
266 **the Unaudited Financial Statements as of July 31, 2023, were accepted.**

267

268

269 **FIFTEENTH ORDER OF BUSINESS**

**Approval of May 8, 2023 Regular Meeting
270 Minutes**

271

272 The following changes were made:

273 Lines 72 and 76: Change “EWC” to “AWC”

274

275 **On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor,**
276 **the May 8, 2023 Regular Meeting Minutes, as amended, were approved.**

277

278

279 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

280

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

282 **B. District Engineer: Craig A. Smith & Associates**

283 There were no District Counsel or District Engineer reports.

284 **C. Operations Manager: King’s Management Services, Inc.**

285 Mr. Bruce King reported the following:

286 ➤ The palm trees were trimmed in preparation for holiday light installation.

287 ➤ The service agreement with Comcast for the modem will be renewed.

288 ➤ Installation of a new battery for the diesel generator was scheduled. Tests will be
289 performed to ensure the backup comes on automatically.

290 ➤ The pumphouse software proposal will be finalized at a meeting on Tuesday.

291 ➤ The fence around the pumps is scheduled to be repaired on September 25, 2023.
292 Numerous children were observed climbing the fence. Why they are entering is unknown.

293 ➤ One control panel for the fountains did not have a locking latch; a latch was installed. All
294 panels with access to electricity were changed to new heavy-duty locks. All timers were
295 replaced; confusing digital timers were replaced with simple, accessible models. Other than
296 regular maintenance, very few calls are received regarding the fountains.

297 ➤ The fountains operate from 7:00 a.m. until 11:00 p.m., and the fountain lights are on
298 from 7:00 p.m. until 11:00 p.m.

299 Ms. Sanchez noted that the last report indicated the lights were all operational. Mr. King
300 should be notified if any issues are observed. The battery to which Mr. King referred is a startup
301 battery, not a backup battery.

302 **D. District Manager: Wrathell, Hunt and Associates, LLC**

- 303 • **NEXT MEETING DATE: _____ at 6:00 PM**

- 304 ○ **QUORUM CHECK**

305 The next meeting will be on November 13, 2023.

306

307 **SEVENTEENTH ORDER OF BUSINESS**

Supervisors' Requests

308

309 There were no Supervisors' requests.

310

311 **EIGHTEENTH ORDER OF BUSINESS**

Public Comments

312

313 Resident Gervis Collins asked who is responsible for fixing the lights on the pathway
314 along the sidewalk. Mr. Petrick stated there is usually a number on each pole and Florida Power
315 & Light (FPL) can be called about lights that need to be replaced. Mr. King stated residents can
316 call the office, and staff will call FPL; a call was already placed for a leaning pole and it has yet to
317 be repaired. Mr. Petrick believes that pole is within the HOA boundaries, which is why he
318 advised that the HOA manager be contacted, as opposed to a pole on CDD property.

319

320 **NINETEENTH ORDER OF BUSINESS**

Adjournment

321

322 **On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor,**
323 **the meeting adjourned at 7:09 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HAMAL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 13, 2023	Regular Meeting	6:00 PM
December 11, 2023	Regular Meeting	6:00 PM
February 12, 2024	Regular Meeting	6:00 PM
March 11, 2024	Regular Meeting	6:00 PM
April 8, 2024	Regular Meeting	6:00 PM
May 13, 2024	Regular Meeting	6:00 PM
July 8, 2024	Regular Meeting	6:00 PM
September 9, 2024	Public Hearing and Regular Meeting	6:00 PM