

**HAMAL**  
**COMMUNITY DEVELOPMENT**  
**DISTRICT**

**November 15, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**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 8, 2021

Board of Supervisors  
Hamal Community Development District

<b>ATTENDEES:</b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.
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Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Regular Meeting on November 15, 2021 at 6:00 P.M., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

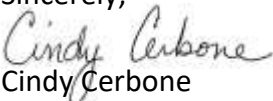
1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Update: RFQ for District Engineering Services
5. Discussion: Wall Repairs and General Maintenance
6. Update on Discussion with County on Jog Road Maintenance Responsibilities and Consideration of Proposed Maintenance Scope
  - A. Maintenance Permit
  - B. Interlocal Agreement
7. Update: Memorandum Regarding Prompt Payment Policies
  - Consideration of Resolution 2022-01, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
8. Update: Stormwater Reporting Requirements
9. Update: IT Issue Related to Pumphouse Software
10. Consideration of Resolution 2022-02, Adopting Policies Addressing Damages to District Property; Providing a Severability Clause; and Providing an Effective Date

- 11. Acceptance of Unaudited Financial Statements as of September 30, 2021
- 12. Approval of September 13, 2021 Public Hearings and Regular Meeting Minutes
- 13. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
    - I. Consideration of Hopping Green & Sams Transition Letter to Kutak Rock LLP
    - II. Consideration of Kutak Rock LLP Fee Agreement
  - B. District Engineer: *Giangrande Engineering and Planning, LLC*
  - C. Operations Manager: *King's Management Services, Inc.*
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: February 7, 2022 at 6:00 P.M.
    - QUORUM CHECK

Marc DePaul	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Benjamin Cuningham	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Joseph Petrick	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ione Senior	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Steven Pincus	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 14. Supervisors' Requests
- 15. Public Comments
- 16. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,  
  
 Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 801 901 3513**

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6A**

**PALM BEACH COUNTY LAND DEVELOPMENT DIVISION  
RIGHT-OF-WAY LANDSCAPING AND/OR IRRIGATION PERMIT**

<b>PERMIT NUMBER</b>	<u>LA58860-0821</u>
<b>ISSUANCE DATE</b>	<u>08/17/2021</u>
<b>EXPIRATION DATE</b>	<u>08/17/2022</u>

**S 18    T 46    R 43**

**FEE**                    **\$738.00**

**PERMITTEE**            TRG Delray Beach Congress LLC  
8235 Douglas Avenue  
Dallas, FL 75225

**CONTACT**            Zachary Todd  
(561) 392 - 0221

**PROJECT DESCRIPTION**    NW corner of Atlantic Avenue and Congress Avenue. The work will take place in median on Congress Avenue.

**LOCATION**            **CONGRESS AVENUE - LANDSCAPING REVISIONS IN THE MEDIAN ADJACENT TO AURA DELRAY BEACH - PROJECT IS LOCATED APPROX. 400 FEET NORTH OF WEST ATLANTIC AVENUE**

**REFERENCED PLANS**    SHEETS C5-1, TD-3, LP-6

Permit is hereby granted for the work within the right-of-way as shown on the referenced plans, subject to the general conditions contained in this permit and the following specific conditions:

1. Improvements approved with this permit may be subject to removal due to Roadway Production's pending projects in the 5 year Road program.
2. AFTER THE PERMIT CONDITIONS HAVE BEEN ACCEPTED BY THE PERMITTEE, HE/SHE SHALL CONTACT MS. GRACIELA MCAUSLAND FOR PROJECTS NORTH OF SR80 AND MR. SEAN REILLY FOR PROJECTS SOUTH OF SR80 AT THE , PBC TRAFFIC DIVISION (561) 684-4030. THEY WILL DETERMINE IF MAINTENANCE OF TRAFFIC PLAN (FOR VEHICLES AND/OR PEDESTRIANS ) IS REQUIRED. IF REQUIRED, THE PLAN SHALL BE SUBMITTED VIA E-PERMITTING UNDER THE MAINTENANCE OF TRAFFIC APPLICATION A MINIMUM OF 2 WEEKS PRIOR TO START OF CONSTRUCTION. THE PERMITTEE/DULY AUTHORIZED AGENT SHALL BE RESPONSIBLE TO HAVE THE PLAN APPROVED PRIOR TO CONSTRUCTION.

WHEN THE PLAN HAS BEEN APPROVED, OR DETERMINED NOT TO BE REQUIRED, THE LANDSCAPE ARCHITECT SHALL CONTACTING CONSTRUCTION COORDINATION DIVISION AT (561) 684-4180 AND THE STREETSCAPE SECTION (561) 684-4100, 48 HOURS BEFORE COMMENCEMENT OF WORK FOR A START DATE. (SEE CONDITION NUMBER 1 ON THE BACK OF THIS PERMIT)

3. This condition applies to Advanced Wireless Infrastructure Pole installation permits that exclude the associated underground electric, fiber optics, cables and other types of service conduits required to operate the pole mounted communication system (s). These supporting service lines are required to be permitted by a separate permit (if not included in this approval). "Pole installation only permits" shall not be connected without the supporting underground infrastructure being permitted. Operation without the proper permits will result in the removal of illegally installed components by the permittee and suspension of the Antenna use until properly permitted.
4. All construction within Palm Beach County jurisdiction shall be in accordance with the rules and regulations promulgated by Palm Beach County (this includes the Land Development Design Standards Manual and details ).
5. The Permittee is required to coordinate with the property's applicable Drainage District for all work proposed or drainage discharge into that District's rights of way or easements.
6. The Permittee shall provide evidence of insurance to the Construction Coordination Division prior to receiving a construction start date, as required by Ordinance No. 2019-030, and as may be amended.

The Certificate Holder shall be:

Palm Beach County Land Development  
C/O Construction Coordination Division  
2300 N. Jog Road  
West Palm Beach, FL 33411

Under: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Acord 101, additional Remarks Schedule):

The following must be added as Additional Insured for General Liability insurance:

Palm Beach County Board of County Commissioners, Its Employees, Agents and Contractors.

The limits of coverage of insurance required shall be not less than the following:

(a) Worker's Compensation and Employer's Liability Insurance

Worker's Compensation-Florida Statutory Requirements

Employer's Liability - \$100,000 each accident

- \$500,000 disease--policy limit

- \$100,000 disease--each employee

(b) Comprehensive General Liability

Bodily injury and property damage-

\$1,000,000 each occurrence

\$3,000,000 general aggregate

(c) Automobile Liability

Bodily injury and property damage-

\$1,000,000 combined single limit each accident

7. Prior to scheduling a final field review with Construction Coordination Division and Streetscape Section, the permittee shall submit to the Land Development Division a signed and sealed certification of completion from the Landscape Architect for the above work, referencing the permit number and indicating the work was completed in substantial accordance with the approved plans.
8. WORK SHALL NOT COMMENCE UNTIL THE PERMITTEE HAS REQUESTED AND RECEIVED APPROVAL FOR A START DATE FROM THE CONSTRUCTION COORDINATION DIVISION AT 561-684-4180. FAILURE TO BEGIN CONSTRUCTION ON THE START DATE WITHOUT 24 HOUR NOTIFICATION WILL RESULT IN A CANCELED PERMIT. IF WORK COMMENCES WITHOUT AN APPROVED START DATE OR ON AN ALTERNATIVE DATE WITHOUT PROPER NOTICE, THIS PERMIT SHALL BE CANCELED.
9. All utility structures installed below grade, of any type, in the Palm Beach County right-of-way are required to have traffic bearing tops. This includes all valve boxes, meter boxes, hand holes, splice boxes, storm grates, manhole tops, traffic boxes etc. This requirement applies to structures within the sidewalks, grassed areas and/or pavement.

All pull boxes, hand holes, etc., in Palm Beach County Right-of-Way are to be a minimum of Tier 15, (15K design load/ 22.5K Test load) traffic bearing in locations that are subject to occasional traffic.. Pull boxes, hand holes, etc., in the roadway (deliberate vehicular traffic applications) are to be a minimum of AASHTO H 20.

10. Permittee shall coordinate the proposed installation with the existing utilities in the permitted work area.

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**Scott Cantor, P. E., Assistant Director**  
**Land Development Division**

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**CONDITIONS ACCEPTED:**

\_\_\_\_\_  
Individual  
(Signature)

Zachary Todd

\_\_\_\_\_  
Please Print or Type Name

\*\*\*\*\*

**JMK** JAMES PETERS

cc: Construction Coordination Division -w/plans  
Streetscape Section - w/plans  
Zachary Todd - HSQ Group, Incorporated  
Permittee - w/plans

Related Permit(s): RW56946, UT56947

**CONDITIONS FOR RIGHT-OF-WAY LANDSCAPING AND/OR IRRIGATION**

1. **The Construction Coordination Division (561) 684-4180 and Streetscape Section (561) 684-4100** shall be contacted 48 hours before commencement of work to establish the start date and establish a timeline when field review(s) of the work are required. Construction shall be done Monday through Friday. Weekend work shall be approved by Construction Coordination 48 hours before Saturday. Plans bearing the approval stamp of the County Engineer and the approved permit shall be at the work site. The work may proceed beyond the permit expiration date if a start date was established and work started prior to the permit expiration date. When work is complete and the Landscape Architect/Irrigation Designer/Engineer (as applicable) has submitted the certification of completion to the Land Development Division, the permittee/representative/Landscape Architect/ Irrigation Designer/Engineer (as applicable) shall schedule a final review with Construction Coordination and Streetscape. If a permitted project has been completed but does not require a certification of completion, the permittee/representative (as applicable) shall submit a letter to the Land Development Division indicating the work is complete and ready for final field review. Land Development will notify the permittee/representative to schedule final field reviews with Construction Coordination and Streetscape.
2. The landscaping and/or irrigation within the right-of-way of the subject road(s) as granted by this permit shall be owned and maintained by the Permittee, any successors, legal heirs and assigns. The maintenance area shall be the entire swale or median in which the landscaping and/or irrigation are permitted, within the limits permitted. The drainage facilities (swales, inlets, et.) shall be kept clear of grass clippings, branches, leaves, etc. The landscaping and/or irrigation may be replaced in like kind without a permit. If road pavement/sidewalk is disturbed or changes are proposed to the landscaping/irrigation a permit from the Office of the County Engineer is required.
3. Any transfer of this Permit shall require the approval of the Office of the County Engineer.
4. Sight obstructions for the traveling public on the subject road(s) shall not be caused by the landscaping and/or irrigation.
5. Irrigation systems shall comply with the current "Palm Beach County Water and Irrigation Conservation Ordinance". Irrigation includes all materials associated with the system, including electrical, controllers, etc.
6. The Permittee, any successors, legal heirs or assigns, shall, upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the landscaping and irrigation from the right-of-way of the subject road(s) at no expense to Palm Beach County. This request can be initiated by the Office of the County Engineer with or without cause.
7. The Permittee, any successors, legal heirs or assigns, shall indemnify and hold Palm Beach County harmless from any and all claims, liability, losses and causes of action which may arise specifically out of its negligent, improper or non compliant performance of this Permit. The Permittee, any successors, legal heirs or assigns shall pay all claims and losses of any nature whatsoever in connection herewith, and shall defend all suits in the name of Palm Beach County where applicable, and shall pay all costs of judgments which may arise thereon.
8. The Permittee, any successors, legal heirs or assigns shall, at its expense, promptly correct any failure of the landscaping and/or irrigation within the right-of-way of the subject road(s). If in the Office of the County Engineer's opinion the landscaping and/or irrigation caused or contributed to the damage or failure of any part of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall in such case also at their expense, repair the damage or failure sustained by the subject road(s) within 48 hours of notification by the Office of the County Engineer. In the event that the Permittee any successors, legal heirs or assigns fail to repair said damage or failure within the 48 hour period, Palm Beach County shall have the right to make any and all repairs, and in the event Palm Beach County should exercise and give effect to such right, the Permittee, any successors, legal heirs or assigns, shall be liable to pay and indemnify Palm Beach County upon completion of said repairs. The total cost may include engineering and legal fees.
9. The Office of the County Engineer shall be the sole and final authority as to the placement of the landscaping and/or irrigation and the quality and quantities of materials used in the installation. Adjustments to the landscaping and/or irrigation may be required as deemed necessary by the Office of the County Engineer.
10. In the event of widening, repair, or reconstruction of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the landscaping and/or irrigation within the right-of-way of the subject road(s) at no expense to Palm Beach County.
11. If the landscaping and/or irrigation are not removed or relocated pursuant to Conditions 6 and 10 of this Permit, Palm Beach County shall have the right to remove or relocate said landscaping and/or irrigation, and the Permittee agrees to pay all costs thereby incurred by Palm Beach County.
12. The permittee shall be responsible for coordinating the installation of the landscaping and/or irrigation with existing utilities/cable TV. Should damage occur to the existing utility/cable TV facilities during installation or in the future due to the landscaping or irrigation, the permittee shall be responsible for repair costs.
13. Permittee assumes full responsibility to maintain all areas under construction safe for the public and to properly route and direct traffic through the construction area. All Traffic control operations shall be done in accordance with the current Manual on Uniform Traffic Control Devices (Part VI). Supplements to this manual are the Florida Department of Transportation Road and Bridges Standard Plans (Index 102-100 through 102-600) and Standard Specifications to Road and Bridge Construction (latest edition). No obstruction to the travel lanes between 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m. Monday through Friday, unless approved by the Palm Beach County Traffic Engineering Division. No time restrictions for local and subdivision roads or for construction down Saturday or Sunday, unless noted otherwise from Palm Beach County Engineering Traffic Division. Working hours are subject to change due to proximity to schools, traffic signals, special events or the type of MOT required.
14. Florida Statute 336.048 – Temporary closing traveling lane of road: Whenever any road on the county road or city street system is repaired, reconstructed, or otherwise altered in a manner that necessitates the closing of one or more traveling lanes of the road for a period of time exceeding 2 hours, the party performing such work shall give notice to the appropriate local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. However, when the closing of one or more lanes is required because of emergency conditions, such notice shall be waived.
15. Permittee hereby acknowledges the COUNTY'S right to inspect the area governed by this permit at any time prior to final acceptance by the COUNTY to assure compliance with all plans and specifications. All reviews, however, shall be performed at the COUNTY'S discretion and are strictly to assure compliance with project plans and specifications. PERMITTEE HEREBY ACKNOWLEDGES THAT THE COUNTY VIA SAID REVIEWS IS NOT THE EMPLOYER, SUPERVISOR, PRINCIPAL OR AGENT OF PERMITTEE. Permittee is at all times an independent contractor with full responsibility for all obligations and responsibilities imposed under this permit and imposed by law.
16. If previously approved construction is underway in the same location as indicated on this permit, the permittee shall obtain permission to work from the contractor doing the underway construction. If not granted, the construction under this permit shall not be done until the underway construction is finalized by the Palm Beach County Construction Coordination Division.
17. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
18. All applicable state or federal permits must be obtained before any development is commenced.
19. Provide a minimum cover of 36 inches in the right-of-way of Thoroughfare Plan Roads and a minimum of 30 inches for all others. Maintain a minimum clearance of 12 inches over or under drainage facilities.



Fees pursuant to Section 23-39 Permit Application, of Article III, Construction in Public Right-of-Way (Ordinance 2019-030 and as amended) and Fee Schedule Ordinance 2009-952 and as amended.

The minimum fee for any application shall not be less than one hundred fifty dollars (\$150), unless noted as waived. The minimum fee shall be paid at time of application, and any balance due shall be paid prior to issuance of the permit.

PERMIT NO.: LA58860-0821

ROAD NAME: CONGRESS AVENUE

JOB NO.:

<u>TYPE OF PERMIT</u>	<u>FEE</u>	<u>QUANTITY</u>	<u>AMOUNT DUE</u>
1 Landscaping within County right-of-way Landscaping within County right-of-way			
	\$425.00 + \$138.00 ( 3% of cost \$4,600.00)		\$538.00
	\$215.00	1.00	\$200.00
			<b>\$738.00</b>

pc: Permittee

Total Permit Fee	<b>\$738.00</b>
Less Fee Paid	<b>\$738.00</b>
<b>Balance</b>	<b>\$0.00</b>

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**Subject:** FW: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504  
**Attachments:** 58860\_LA\_1029202113143PM.pdf

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**From:** Michelle Rigoni <MichelleR@hgslaw.com>  
**Sent:** Tuesday, November 09, 2021 8:15 PM  
**To:** Debbie Tudor <tudord@whhassociates.com>; Cindy Cerbone <cerbonec@whhassociates.com>  
**Cc:** Sarah Sandy <SarahS@hgslaw.com>  
**Subject:** FW: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504

Hi Debbie, please add the attached PDF under the Jog Road discussion item re Maintenance Permit, along with below email chain. Thank you!

Michelle Rigoni | Hopping Green & Sams, P.A.

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**From:** Liz Herman <LHerman@pbcgov.org>  
**Sent:** Tuesday, November 9, 2021 10:29 AM  
**To:** Michelle Rigoni <MichelleR@hgslaw.com>; Shannon Fox <SXfox@pbcgov.org>  
**Cc:** Richard Torrance <rtorranc@pbcgov.org>; Cindy Cerbone <cerbonec@whhassociates.com>; Wesley Finch <wesley@kingsmanagement.com>; Carl Bengtson <CBengtso@pbcgov.org>; John Gannotti <JGannotti@pbcgov.org>; Michelle Malkin-Daniels I. <MMALKINDANIELS@pbcgov.org>; Sarah Sandy <SarahS@hgslaw.com>; Shane Cleary <SCleary@pbcgov.org>; Steve Carrier <SCarrier@pbcgov.org>; Joanne Keller M. <JKeller@pbcgov.org>; Vanessa Torres <Vanessa@KBRLegal.com>; Scott Cantor B. <SCantor@pbcgov.org>  
**Subject:** RE: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504

**Notice: External**

Good Morning, Michelle – to clarify, the proper procedure is to apply for a permit, not enter into an agreement. Attached is a sample form of the County Right of Way Landscaping/Irrigation Permit. As discussed, the Engineering Department is amenable to modifying the standard conditions # 6 and 10, found on page 4 of the attached pdf, as follows:

6. The Permittee, any successors, legal heirs or assigns, shall, upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the ~~landscaping and~~ irrigation from the right-of-way of the subject road(s) at no expense to Palm Beach County. This request can be initiated by the Office of the County Engineer with or without cause.

10. In the event of widening, repair, or reconstruction of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the ~~landscaping and/or~~ irrigation within the right-of-way of the subject road(s) at no expense to Palm Beach County.

Best regards,

Liz

**Yelizaveta “Liz” Herman**

Assistant County Attorney  
Palm Beach County Attorney's Office  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
561.355.3965  
[LHerman@pbcgov.org](mailto:LHerman@pbcgov.org)

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**From:** Michelle Rigoni <[MichelleR@hgslaw.com](mailto:MichelleR@hgslaw.com)>  
**Sent:** Monday, November 08, 2021 3:46 PM  
**To:** Shannon Fox <[SXfox@pbcgov.org](mailto:SXfox@pbcgov.org)>  
**Cc:** Liz Herman <[LHerman@pbcgov.org](mailto:LHerman@pbcgov.org)>; Richard Torrance <[rtorranc@pbcgov.org](mailto:rtorranc@pbcgov.org)>; Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>; Wesley Finch <[wesley@kingsmanagement.com](mailto:wesley@kingsmanagement.com)>; Carl Bengtson <[CBengtso@pbcgov.org](mailto:CBengtso@pbcgov.org)>; John Gannotti <[JGannotti@pbcgov.org](mailto:JGannotti@pbcgov.org)>; Michelle Malkin-Daniels I. <[MMALKINDANIELS@pbcgov.org](mailto:MMALKINDANIELS@pbcgov.org)>; Sarah Sandy <[SarahS@hgslaw.com](mailto:SarahS@hgslaw.com)>; Shane Cleary <[SCleary@pbcgov.org](mailto:SCleary@pbcgov.org)>; Steve Carrier <[SCarrier@pbcgov.org](mailto:SCarrier@pbcgov.org)>; Joanne Keller M. <[JKeller@pbcgov.org](mailto:JKeller@pbcgov.org)>; Vanessa Torres <[Vanessa@KBRLegal.com](mailto:Vanessa@KBRLegal.com)>  
**Subject:** RE: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504  
**Importance:** High

\*\*\*\*\* Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. \*\*\*\*\*

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Good afternoon, Shannon,

I am following up on this request as the Board plans to meet next Monday. Would we have a form of the proposed permit from the County to include in our agenda to be released today?

Additionally, does the County have a preferred form of interlocal agreement for ROW utilization? I assumed the prior 2012 form of agreement may be outdated as I had started to make significant updates in my drafting, but I wanted to defer to your preferred form, if one exists.

As a reminder, the Board will be meeting next Monday to discuss the Jog Road issue, and if forms are available, it would greatly aid in that discussion.

Thank you,

[Michelle Rigoni](#) | [Hopping Green & Sams, P.A.](#)

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**From:** Michelle Rigoni  
**Sent:** Tuesday, October 26, 2021 12:02 PM  
**To:** 'Shannon Fox' <[SXfox@pbcgov.org](mailto:SXfox@pbcgov.org)>  
**Cc:** Liz Herman <[LHerman@pbcgov.org](mailto:LHerman@pbcgov.org)>; Richard Torrance <[rtorranc@pbcgov.org](mailto:rtorranc@pbcgov.org)>; Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>; Wesley Finch <[wesley@kingsmanagement.com](mailto:wesley@kingsmanagement.com)>  
**Subject:** RE: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504

Hi Shannon,

Thank you for providing. Just so I am clear, below proposed language would be incorporated into a new maintenance permit (not an assignment, given there is no current permit issued to Briar Bay or otherwise as we discussed), with the specialized conditions below, along with other permit conditions, right? If so, would you forward a full form of a proposed maintenance permit so we can bring it forward to the entire Board for consideration?

Also not discussed in great detail but mentioned during the meeting/in many correspondences is the possibility of an interlocal agreement that specifies maintenance terms specific to the CDD, given the CDD will be voluntarily taking on this responsibility without an explicit obligation to do so. As previously relayed to the bigger group, I still believe this is a viable option given the two entities involved are both governmental entities and this route may also resolve the County's hesitation toward setting a precedent by entering into a maintenance permit with specialized conditions which deviate from the standard form.

To note, the Board (to date) has only really considered entering into an interlocal agreement, so the idea of applying for and obtaining a maintenance permit will be new to them (hence the request for the full proposed form). But I intend to present to them the proposed permit and an interlocal agreement as available options.

To that end, I can start a draft of the interlocal agreement for purposes of discussion and provide to you and Liz for comments. There is not a rush to finalize before the 11/15 meeting from the District's perspective, as we can always request for the Board to approve it in substantial form and authorize a representative to sign-off on the finalized agreement (so long as it does not substantially deviate from the parameters the Board approves at the meeting). Let me know if this works for you and I will provide a draft; I will likely start from the last version of the form from around 2012 when this was previously presented to both the CDD and the County.

Sincerely,

Michelle Rigoni | Hopping Green & Sams, P.A.

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**From:** Shannon Fox <[SXfox@pbcgov.org](mailto: SXfox@pbcgov.org)>

**Sent:** Friday, October 22, 2021 3:27 PM

**To:** Michelle Rigoni <[MichelleR@hgslaw.com](mailto: MichelleR@hgslaw.com)>

**Cc:** Liz Herman <[LHerman@pbcgov.org](mailto: LHerman@pbcgov.org)>; Richard Torrance <[rtorranc@pbcgov.org](mailto: rtorranc@pbcgov.org)>

**Subject:** FW: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504

**Notice: External**

Hi Michelle,

As a follow up to our meeting, staff is interested in your proposal to have your client take over the permit with certain revisions to the standard terms and conditions. Staff has suggested revised language below for your consideration.

Also, as mentioned at the meeting, if your client is agreeable to undertaking a one-time maintenance of the median as soon as possible then that should allow Code to close the pending Code case.

Please let me know when you have any updates from your client on either of the above. While I believe that the first point can be further discussed at our next meeting, it would be great if you are able to have a one-time maintenance completed before then, if it is possible to do so.

Thanks. Have a great weekend.  
Shannon

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**From:** Steve Carrier <[SCarrier@pbcgov.org](mailto:SCarrier@pbcgov.org)>

**Sent:** Friday, October 22, 2021 10:38 AM

**To:** Shannon Fox <[SXfox@pbcgov.org](mailto:SXfox@pbcgov.org)>

**Cc:** Liz Herman <[LHerman@pbcgov.org](mailto:LHerman@pbcgov.org)>; Joanne Keller M. <[JKeller@pbcgov.org](mailto:JKeller@pbcgov.org)>; Scott Cantor B. <[SCantor@pbcgov.org](mailto:SCantor@pbcgov.org)>; Carl Bengtson <[CBengtso@pbcgov.org](mailto:CBengtso@pbcgov.org)>

**Subject:** RE: Jog Road from Snell Grove to 1,425' south of Roebuck Road Median - Landscape and Irrigation Permit LA00078-0504

Shannon – below is a recap of where Engineering is related to landscaping maintenance of subject road.

Just to clarify, the County is interested in entering into a maintenance permit regarding the subject road rights-of-way or transferring the existing landscaping permit.

Both the options above require the permittee to maintain the ‘green’ areas within the road right-of-way.

As discussed at the meeting, the County would be willing to revise the standard conditions regarding the removal/relocation of the landscaping and irrigation at permittee’s expense – as drafted below (removing the reference to above ground landscaping and leaving in the irrigation portion);

7. The Permittee, any successors, legal heirs or assigns, shall, upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the ~~landscaping and~~ irrigation from the right-of-way of the subject road(s) at no expense to Palm Beach County. This request can be initiated by the Office of the County Engineer with or without cause.

11. In the event of widening, repair, or reconstruction of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the ~~landscaping and/or~~ irrigation within the right-of-way of the subject road(s) at no expense to Palm Beach County.

**Also still very interested in the permittee / previous entity continuing the maintenance of the area or even a one-time maintenance event ASAP. Would this also bring them into compliance and stop the code enforcement action?**

Steven B. Carrier, P.E.  
Assistant County Engineer  
561-684-4016  
561-684-4167 (Fax)  
[scarrier@pbcgov.org](mailto:scarrier@pbcgov.org)

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

---

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

### **VII. Resolution of Disputes**

\* \* \*

#### **B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

**X. Late Payment Interest Charges**

\* \* \*

**B. Related to Construction Services**



All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hamal Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of West Palm Beach, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November, 2021.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **HAMAL COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

\_\_\_\_\_, 2021

**Hamal Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Hamal Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8012688165C-6. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).



- 1. Mailing and Drop Off Address**  
Hamal Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Cindy Cerbone, District Manager
- 2. Email Address**  
cerbonec@whhassociates.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735\(9\)](#), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

#### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

### **Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

### **What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.



**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**

## RESOLUTION 2022-02

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES ADDRESSING DAMAGES TO DISTRICT PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hamal Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), being situated in City of West Palm Beach, Florida; and

**WHEREAS**, the Act authorizes the District to exercise all of the powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purpose authorized by the Act; and

**WHEREAS**, the Act authorized the District to adopt resolutions which may be necessary for the conduct of such District business; and

**WHEREAS**, the Board of Supervisors (“Board”) of the District previously approved and now desires to ratify, confirm and approve by this Resolution the policies set forth herein to provide for procedures in addressing District’s property damage; and

**WHEREAS**, the Board determines that the policies stated herein are in the best interests of the District in order to protect the health, safety and welfare of the District and its property.

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

**SECTION 1.** The recitals as stated are true and correct and by this reference are incorporated herein.

**SECTION 2.** The policies and procedures addressing the District’s property damage previously discussed and approved at a duly noticed public meeting of the Board held on August 4, 2021, are hereby ratified, approved and confirmed, as restated herein:

- A.** *Authority for District Staff* – Subject to the policies provided herein, District staff is authorized to provide warning or written demand letters for property damage incurred by the District.
- B.** *First Offense* – Upon notification from District Manager of damages to the District’s property not exceeding \$1,000 in repair costs and his or her confirmation of the individual responsible for causing such damage (“Offender”), District Counsel shall send a cease-and-desist letter to the Offender;

- C. *Second Offense* – if the same Offender further damage District property or fails to comply with the cease-and-desist letter, District Counsel shall send a demand for damages for cost of the repairs.
- D. *Third and Subsequent Offense* – if the same Offender fails to comply with the demand for damages or continues to damage District property, District staff shall bring forth the matter for further consideration and action by the Board.
- E. *Legal Action; Criminal Prosecution* – notwithstanding the foregoing, if any person is found to have committed any damages to the District property or otherwise engages in conduct that is improper, threatens or likely to endanger the healthy, safety or welfare of the District, its supervisors, staff, contractors or other representatives, other residents or the related property, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

**SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November 2021.

ATTEST:

**HAMAL COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**HAMAL  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2021**

**HAMAL  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GENERAL FUND  
SEPTEMBER 30, 2021**

	General Fund	Debt Service Fund 2017	Debt Service Fund 2021	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 455,778	\$ -	\$ -	\$ 455,778
Investments				
Centennial	254,244	-	-	254,244
FineMark MMA	249,014	-	-	249,014
FineMark ICS	284,184	-	-	284,184
Iberia - MMA	25,080	-	-	25,080
Bank United	432,467	-	-	432,467
Revenue	-	-	18,137	18,137
Interest	-	-	27,012	27,012
COI	-	-	13,129	13,129
Due from other	123	-	-	123
Due from other funds				
General fund	-	-	38	38
Accounts receivable	13,057	-	-	13,057
Prepaid expenses	9,814	-	-	9,814
Deposits	135	-	-	135
Total assets	<u>\$1,723,896</u>	<u>\$ -</u>	<u>\$ 58,316</u>	<u>\$ 1,782,212</u>
<b>LIABILITIES</b>				
<b>Liabilities:</b>				
Accounts payable off-site	\$ 17,297	\$ -	\$ -	\$ 17,297
Accounts payable on-site	5,739	-	-	5,739
Due to other funds				
Debt service (series 2021)	38	-	-	38
Total liabilities	<u>23,074</u>	<u>-</u>	<u>-</u>	<u>23,074</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	13,057	-	-	13,057
Total deferred inflows of resources	<u>13,057</u>	<u>-</u>	<u>-</u>	<u>13,057</u>
<b>FUND BALANCES</b>				
Nonspendable				
Prepays and deposits	135	-	\$ -	135
Restricted				
Debt service	-	-	58,316	58,316
Assigned				
3 months working capital	133,327	-	-	133,327
Sound barriers	50,000	-	-	50,000
Stormwater pump station	200,000	-	-	200,000
Culvert repair/replacement	100,000	-	-	100,000
Disaster recovery	500,000	-	-	500,000
Unassigned	704,303	-	-	704,303
Total fund balance	<u>1,687,765</u>	<u>-</u>	<u>58,316</u>	<u>1,746,081</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,723,896</u>	<u>\$ -</u>	<u>\$ 58,316</u>	<u>\$ 1,782,212</u>

**HAMAL  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Maintenance assessments	\$ -	\$ 486,606	\$ 485,504	100%
Fair share agreement	-	90,791	46,302	196%
Interest & misc. income	68	901	1,500	60%
Total revenues	<u>68</u>	<u>578,298</u>	<u>533,306</u>	108%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	1,077	6,459	7,536	86%
Management	3,671	44,048	44,048	100%
Trustee	-	4,327	4,350	99%
Legal	8,459	23,110	10,000	231%
Engineering	1,394	14,365	6,000	239%
Audit	-	7,884	7,884	100%
Arbitrage rebate calculation	-	1,500	1,250	120%
Dissemination agent	83	1,000	1,000	100%
Website	-	705	705	100%
Postage	8	241	750	32%
Legal advertising	2,153	3,425	2,500	137%
Office supplies	-	-	250	0%
Other current charges	-	40	750	5%
Dues, licenses & subscriptions	-	175	175	100%
ADA website compliance	-	210	210	100%
Insurance	-	6,448	9,096	71%
FASD annual dues	-	1,500	1,125	133%
Pump station/equipment insurance	-	3,572	2,900	123%
Total administrative expenses	<u>16,845</u>	<u>119,009</u>	<u>100,529</u>	118%
<b>Maintenance</b>				
Telephone	83	2,444	2,040	120%
Field operations management	1,175	7,050	-	N/A
Landscape maintenance				
Mowing, edging, pruning & weed control	14,778	88,667	93,681	95%
Turf replacement	-	-	2,000	0%
Mulch	-	-	16,475	0%
Insect, weed, fertilization	7,389	44,334	46,260	96%
Annuals removal, replacement, installation	-	-	11,330	0%
Tree pruning	-	23,500	25,750	91%
Irrigation system maintenance	1,668	12,651	7,478	169%
Irrigation repairs	1,883	8,096	10,000	81%
Capital outlay	-	12,392	30,400	41%
Landscape replacement	-	960	20,000	5%
Preventative maintenance: pump station	250	5,470	11,100	49%
Catchbasin cleanout	-	4,470	14,935	30%
Repair/maintenance: pump station	398	398	4,000	10%



**HAMAL  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Maintenance (continued)</b>				
Lake maintenance	3,600	24,187	24,000	101%
Fountain maintenance	-	20,382	25,000	82%
Holiday landscape lighting	2,891	6,861	7,500	91%
Contingency	-	31,602	10,600	298%
Utilities	8,025	52,295	62,000	84%
Total maintenance expenses	<u>42,140</u>	<u>345,759</u>	<u>424,549</u>	81%
<b>Other fees and charges</b>				
Property appraiser	-	150	1,141	13%
Information system services	-	2,030	2,030	100%
Tax collector	-	4,801	5,057	95%
Total other fees and charges	<u>-</u>	<u>6,981</u>	<u>8,228</u>	85%
Total expenditures	<u>58,985</u>	<u>471,749</u>	<u>533,306</u>	88%
Excess (deficiency) of revenues over (under) expenditures	(58,917)	106,549	-	
Fund balance - beginning	1,746,682	1,581,216	1,475,611	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	133,327	133,327	133,327	
Sound barriers	50,000	50,000	50,000	
Stormwater pump station	200,000	200,000	200,000	
Culvert repair/replacement	100,000	100,000	100,000	
Disaster recovery	500,000	500,000	500,000	
Unassigned	704,303	704,303	492,284	
Total fund balance - ending	<u>\$ 1,687,765</u>	<u>\$ 1,687,765</u>	<u>\$ 1,475,611</u>	

**HAMAL  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 782,911	\$ 781,032	100%
Interest	1	36	-	N/A
Total revenues	<u>1</u>	<u>782,947</u>	<u>781,032</u>	100%
<b>EXPENDITURES</b>				
Principal 5/1	-	543,000	543,000	100%
Interest 11/1	-	118,976	119,042	100%
Interest 5/1	-	118,976	119,042	100%
Total expenditures	<u>-</u>	<u>780,952</u>	<u>781,084</u>	100%
<b>Other fees and charges</b>				
Tax collector	-	7,723	8,136	95%
Total other fees and charges	<u>-</u>	<u>7,723</u>	<u>8,136</u>	95%
Total expenditures	<u>-</u>	<u>788,675</u>	<u>789,220</u>	100%
Excess (deficiency) of revenues over (under) expenditures	1	(5,728)	(8,188)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	<u>(18,137)</u>	<u>(476,460)</u>	<u>-</u>	N/A
Total other financing sources/(uses)	<u>(18,137)</u>	<u>(476,460)</u>	<u>-</u>	N/A
Net change in fund balance	<u>(18,136)</u>	<u>(482,188)</u>	<u>(8,188)</u>	
Fund balances - beginning	<u>18,136</u>	<u>482,188</u>	<u>470,780</u>	
Fund balances - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 462,592</u></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, 2021**

	<u>Current Month</u>	<u>Year to Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Cost of issuance	<u>35,000</u>	<u>217,100</u>
Total expenditures	<u>35,000</u>	<u>217,100</u>
 Excess (deficiency) of revenues over (under) expenditures	 (35,000)	 (217,100)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers in	18,137	476,460
Receipt of bond proceeds	-	6,420,000
Payment to refunded bond escrow agent	-	(6,621,044)
Total other financing sources/(uses)	<u>18,137</u>	<u>275,416</u>
Net change in fund balance	<u>(16,863)</u>	<u>58,316</u>
 Fund balances - beginning	 <u>75,179</u>	 <u>-</u>
Fund balances - ending	<u>\$ 58,316</u>	<u>\$ 58,316</u>

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**DRAFT**

**MINUTES OF MEETING  
HAMAL  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hamal Community Development District held Multiple Public Hearings and a Regular Meeting on September 13, 2021 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

**Present were:**

Joseph Petrick	Chair
Steven Pincus	Vice Chair
Ione Senior	Assistant Secretary
Benjamin Cuningham	Assistant Secretary
Marc DePaul (via telephone)	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Michelle Rigoni (via telephone)	District Counsel
Leo Giangrande (via telephone)	District Engineer
Wesley Finch	Operations Manager, Kings Association Management, Inc. (KAM)
Cheryl Model	Resident
Ricardo Vazquez	Resident
Sandra Forbes	Resident
Danielle Hanson	Resident
Rafael Vazquez	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Petrick called the meeting to order at 6:00 p.m. Supervisors Senior, Cuningham, Pincus and Petrick were present. Supervisor DePaul was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

Mr. Petrick stated a new flag was still on order. All present recited the Pledge of Allegiance to a temporary flag in the room.

41 **THIRD ORDER OF BUSINESS**

**Public Comments**

42

43 Ms. Cerbone explained that there would be four opportunities to make public  
44 comments during the meeting. She discussed the process and noted that the Board and Staff  
45 are not required to respond to any questions or comments during the meeting; responses are  
46 at the Board’s discretion and/or direction.

47 Resident Ricardo Vazquez expressed his opinion that the Jog Road medians have looked  
48 unnatural and have been an eyesore for the last six months. It was noted that this matter will  
49 be discussed next.

50 Another resident asked about what was happening with Jog Road.

51

52 **FOURTH ORDER OF BUSINESS**

**Update: Jog Road Maintenance  
Responsibilities**

53

54

55 Mr. Petrick explained the Board’s decision against maintaining the Jog Road medians  
56 until an Agreement with Palm Beach County is in place. He discussed Board Member and  
57 District Staff conversations with the County.

58 Ms. Rigoni stated she is continuing her research. The issues are two-fold in that the CDD  
59 wants to take on the operation and maintenance (O&M) of the median itself, regardless of who  
60 is the ultimate property owner, and a separate matter from that is the irrigation breaks on the  
61 County Road. Today she spoke to Mr. White who is contacting the Roads and Bridges  
62 Department to inspect the damages on Jog Road. She would continue discussions with the  
63 County’s Attorney to see if the CDD can present another Interlocal Agreement to the County  
64 Commissioners for consideration. A public records request response from the City and County  
65 and for the Development Order from the City were pending.

66 Ms. Senior suggested providing homeowners with information so they can contact the  
67 County Commissioners about this. Residents were encouraged to contact the County  
68 Commissioners. Ms. Rigoni confirmed that the CDD should not perform any maintenance or  
69 repairs until this matter is resolved with City and/or County; the CDD is not obligated to do  
70 anything now. She noted that Commissioner Greg Weiss was made aware of the current

71 condition of the median and was working on resolving it. She has not found any documents  
72 indicating the CDD owns the median or is responsible for its maintenance.

73 Ms. Cerbone stated that, after speaking with Ms. Rigoni, the Board agreed and decided  
74 that the CDD would temporarily stop maintenance of the median until this is resolved with the  
75 City or the County. It was noted that the reason for this decision is so the CDD does not put any  
76 liability on CDD Staff or its contractors without having documentation or agreements in place.

77 Ms. Rigoni discussed her conversation with Commissioner Weiss, which was her first  
78 discussion about the Interlocal Agreement, and the CDD wanting to define a clear scope of  
79 work.

80 Discussion ensued regarding the City's past maintenance performance, the decision to  
81 do minimal upkeep, this being a longstanding issue since 2008 and the Board decision to cease  
82 upkeep because it is not the CDD's obligation and due to concerns about exposing the CDD and  
83 its contractors to liabilities.

84

85 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget**

86

87

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

89 The affidavit of publication was included for informational purposes.

90 **B. Consideration of Resolution 2021-08, Relating to the Annual Appropriations and**  
91 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending**  
92 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**  
93 **Date**

94 Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget, highlighting any line item  
95 increases, decreases and adjustments, compared to the Fiscal Year 2021 budget and explained  
96 the reasons for any adjustments. The budgeted amounts were the same as presented at the  
97 last meeting and, while the O&M portion of the assessment increased, the Debt Service portion  
98 of the assessment decreased due to refinancing the bonds, which resulted in an overall  
99 assessment decrease for Fiscal Year 2022, compared to Fiscal Year 2021.

100 Mr. Cuningham asked the other Board Members if they were interested in proceeding  
101 with a Reserve Study. He felt that one is not necessary; therefore, he would ask for the  
102 expense to be removed from the proposed Fiscal Year 2022 budget.

103 Discussion ensued regarding the reason for the Reserve Study and budgeting for it was  
104 due to the age of the infrastructure. It was noted that the benefit of a Reserve Study could be  
105 discussed once proposals are obtained.

106

**On MOTION by Mr. Pincus and seconded by Mr. Cuningham, with all in favor,  
the Public Hearing was opened.**

107

108

109

110

111

No members of the public spoke.

112

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

113

114

115

116

117

Ms. Cerbone presented Resolution 2021-08.

118

**On MOTION by Mr. Pincus and seconded by Mr. Cuningham, with all in favor,  
Resolution 2021-08, Relating to the Annual Appropriations and Adopting the  
Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September  
30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,  
was adopted.**

119

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**SIXTH ORDER OF BUSINESS**

**Public Hearing to Hearing Comments and  
Objections on the Imposition of Special  
Assessments for Operations and  
Maintenance for Fiscal Year 2021/2022,  
Pursuant to Florida Law**

126

127

128

129

130

131

**A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

132

133

**B. Consideration of Resolution 2021-09, Making a Determination of Benefit and Imposing  
Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and**

134

135





171 unassigned reserves would be used to offset the costs exceeding the “Catch basin inspection &  
 172 cleanout” budget line item; sufficient funds would be allocated during budget deliberations for  
 173 the Fiscal Year 2023 budget. ARM expected to commence work three weeks after receipt of the  
 174 deposit; there was concern about risks and whether to wait to commence work in case a storm  
 175 event occurred while the project is in progress. Mr. Giangrande believed there would be no risk,  
 176 as the divers already looked at the intake and outtake to determine the scope of work.  
 177

178 **On MOTION by Mr. Pincus and seconded by Mr. Cuningham, with all in favor,**  
 179 **the Allstate Resource Management, Inc., Stormwater System/Maintenance**  
 180 **Agreement to clean all CDD storm drains, etc., listed in the Agreement, in a**  
 181 **not-to-exceed amount of \$28,520, and authorizing Ms. Rigoni to prepare an**  
 182 **Agreement and for the Chair to execute, was approved.**

183  
 184

185 **EIGHTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
 186 **Statements as of July 31, 2021**

187  
 188 Ms. Cerbone presented the Unaudited Financial Statements as of July 31, 2021.

189

190 **On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor,**  
 191 **the Unaudited Financial Statements as of July 31, 2021, were accepted.**

192  
 193

194 **NINTH ORDER OF BUSINESS** **Approval of August 4, 2021 Regular**  
 195 **Meeting Minutes**

196  
 197 Ms. Cerbone presented the August 4, 2021 Regular Meeting Minutes. Ms. Rigoni  
 198 submitted edits to Management’s office.

199 The following changes were made:

200 Line 67: Insert “per unit” after “\$40”

201 Line 195: Change “Giangrande” to “Petrick”

202 Line 291: Change “Cuningham” to “DePaul”

203 Line 302: Change “Pincus” to “Petrick” and insert “and painting” after “repairs”

204 A Board Member referred to Line 245 and asked about Ms. Sarah Sandy being  
 205 designated as the District’s Registered Agent. Ms. Rigoni stated that she is the primary Attorney

206 for the CDD and Ms. Sandy is the Hopping Green & Sam's (HGS) Attorney who worked on the  
207 bond refinancing. The edits she submitted clarified items; it did not change what was reflected  
208 in the minutes.

209

210 **On MOTION by Mr. Cuningham and seconded by Mr. Pincus, with all in favor,**  
211 **the August 4, 2021 Regular Meeting Minutes, as amended to incorporate**  
212 **today's edits and edits previously submitted to Management, were approved.**

213

214

215 **TENTH ORDER OF BUSINESS**

**Staff Reports**

216

217 **A. District Counsel: *Hopping Green & Sams, P.A.***

218 Ms. Rigoni discussed the Board setting policy to address offenders identified as the  
219 perpetrator responsible for damaging District property. A cease-and-desist letter was sent to  
220 the homeowner, Mr. Gancz, in response to his request for reimbursement for repairs. She  
221 discussed this matter with his Attorney, along with the intended use of the ponds. Mr. Gancz's  
222 request was denied at a previous public meeting and would be denied today. Although the  
223 policy was approved at the last meeting, she would present a Resolution at the next meeting.

224 **B. District Engineer: *Giangrande Engineering and Planning, LLC***

225 Ms. Cerbone presented the Giangrande Engineering and Planning, LLC (GEP) notification  
226 of the firm's decision to terminate its contract with the CDD. She noted that Mr. Giangrande  
227 agreed to extend the termination terms from 60 to up to 90 days, due to the timing between  
228 the next meeting and advertising a Request for Qualifications (RFQ) Package.

229 Mr. Giangrande stated it was a pleasure serving the CDD. He is prepared to provide  
230 services as needed during the transition and committed to a seamless transition.

231 The Board thanked Mr. Giangrande for his efforts serving the District. Mr. Giangrande  
232 would provide Ms. Cerbone with recommendations.

233 Mr. Pincus stated that he received everything from Mr. Giangrande, including access to  
234 the guard house.

235

236

237 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**  
 238 **accepting the Termination Letter from Giangrande Engineering and Planning,**  
 239 **LLC, for District Engineering Services, effective 60 to up to 90 days, and**  
 240 **authorizing Staff to prepare and advertise a Request for Qualifications for**  
 241 **District Engineering Services, was approved.**

242  
 243  
 244 **C. Operations Manager: King's Management Services, Inc.**

245 The Report was emailed to the Board this afternoon.

246 Mr. Pincus asked if the contractor repairing the walls would be on site before the next  
 247 meeting. Mr. Finch stated he would call and hoped to provide an answer at the end of the  
 248 week; the contractor was not responding to emails. The casts were expected to arrive last  
 249 month but there may have been delays in getting materials.

250 As the middle school has not responded, Mr. Giangrande stated his belief that the CDD  
 251 has recourse under the terms of the Fair Share Agreement to be responsive. He would review  
 252 and forward the Agreement, if available, to Ms. Cerbone and Ms. Rigoni. Ms. Rigoni was asked  
 253 to draft a letter upon receipt. This would be included on the next agenda.

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

- 255 • **NEXT MEETING DATE: November 15, 2021 at 6:00 P.M.**

- 256 ○ **QUORUM CHECK**

257 The next meeting would be held on November 15, 2021; however, a meeting would be  
 258 scheduled sooner if materials from the County or City regarding Jog Road are received.

259 The following items would be included on the November agenda:

- 260 ➤ RFQ for District Engineering Services
- 261 ➤ Wall Repairs
- 262 ➤ Resolution for District Property Destruction Policy
- 263 ➤ Fair Share Agreement/Middle School's Responsibility

264  
 265 **ELEVENTH ORDER OF BUSINESS**

**Supervisors' Requests**

266  
 267 Mr. Cuningham stated he inspected the pump house network equipment and  
 268 Management located an active phone line but was unable to locate an active internet service

269 provider. Discussion ensued regarding the service, laptop and pump house folio. Staff was  
270 directed to cancel the AT&T phone line and initiate new internet service with Comcast, to be  
271 able to access the system remotely. Mr. Cuningham would continue troubleshooting this until  
272 the issue is remedied.

273

274 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

275

276 There were no public comments.

277

278 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

279

280 There being no further business to discuss, the meeting adjourned.

281

282

**On MOTION by Ms. Senior and seconded by Mr. DePaul, with all in favor, the meeting adjourned at 7:13 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

290  
291  
292  
293  
294  
295  
296  
297

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13A1**

# Hopping Green & Sams

Attorneys and Counselors

October 14, 2021

VIA EMAIL

Cindy Cerbone, District Manager

[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)

Joseph Petrick, Chairperson

[joepetrick84@yahoo.com](mailto:joepetrick84@yahoo.com)

**RE: Hamal Community Development District ("Client")**

**JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP**

Dear Cindy/Joe,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

**1. ALTERNATIVE #1.** The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

---

**(Please sign if you want Alternative #1; [DATE]  
otherwise, do not sign on this line.)**

**2. ALTERNATIVE #2.** If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.



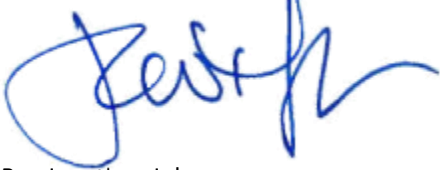
(Please sign here if you have  
given instructions under Alternative  
#2; otherwise do not sign on this line.)

[DATE]

After you have completed and signed this form, please send a copy via electronic mail to [JasonM@hgslaw.com](mailto:JasonM@hgslaw.com) [MarkS@hgslaw.com](mailto:MarkS@hgslaw.com) [SarahS@hgslaw.com](mailto:SarahS@hgslaw.com) and [KimH@hgslaw.com](mailto:KimH@hgslaw.com).

Thank you for your consideration and assistance.

**HOPPING GREEN & SAMS, P.A.**



By: Jonathan Johnson

Its: President

Date: October 14, 2021

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13A11**

## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Hamal Community Development District (“**Client**”)  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)  
P.O. Box 10230  
Tallahassee, Florida 32302

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

**IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Sarah R. Sandy	\$285
Associates	\$250-\$285
Paralegals	\$145

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

**V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

## **XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**HAMAL COMMUNITY  
DEVELOPMENT DISTRICT**

**KUTAK ROCK LLP**

\_\_\_\_\_

\_\_\_\_\_

By: Joe Petrick

By: \_\_\_\_\_

Its: Chairman

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

**HAMAL**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13D**



**HAMAL COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>November 15, 2021</b>	<b>Regular Meeting</b>	<b>6:00 P.M.</b>
<b>February 7, 2022</b>	<b>Regular Meeting</b>	<b>6:00 P.M.</b>
<b>May 9, 2022</b>	<b>Regular Meeting</b>	<b>6:00 P.M.</b>
<b>July 11, 2022</b>	<b>Regular Meeting</b>	<b>6:00 P.M.</b>
<b>September 12, 2022</b>	<b>Public Hearing and Regular Meeting</b>	<b>6:00 P.M.</b>