

HAMAL

COMMUNITY DEVELOPMENT DISTRICT

September 12, 2024

BOARD OF SUPERVISORS

**PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

September 5, 2024

Board of Supervisors
Hamal Community Development District

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

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold Public Hearings and a Regular Meeting on September 12, 2024 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. Presentation/Consideration: Flock Safety Overview/Quote
5. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
6. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-08, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

7. Consideration of Proposals for Field Operations Management Services
 - A. Access Residential Management LLC, D/B/A Access Management
 - B. Ibero Property Management Corporation
 - C. Oxygen Association Services, LLC
8. Acceptance of Unaudited Financial Statements as of July 31, 2024
9. Approval of July 8, 2024 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Craig A. Smith & Associates*
 - Generator Periodic Maintenance Inspection
 - Standard Generation Load Bank Test Report
 - C. Operations Manager: *King's Management Services, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 14, 2024 at 6:00 PM

○ QUORUM CHECK

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

11. Supervisors' Requests
12. Public Comments
13. Adjournment

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

Sincerely,



Jamie Sanchez
District Manager

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

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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Flock Safety + FL - Hamal

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Kyle Whitmire
kyle.whitmire@flocksafety.com
8649791183

Created Date: 07/17/2024
Expiration Date: 08/16/2024
Quote Number: Q-91540
PO Number:

flock safety



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 3411 Briar Bay Boulevard West Palm Beach, Florida 33411

Ship To: 3411 Briar Bay Boulevard West Palm Beach, Florida 33411

Billing Company Name: FL - Hamal

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 15

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$3,000.00
Flock Safety Video Products			
Flock Safety Condor TM PTZ w/ LTE Service	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	\$750.00	1	\$750.00

Subtotal Year 1: \$3,750.00

Annual Recurring Subtotal: \$3,000.00

Estimated Tax: \$0.00

Contract Total: \$6,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$3,750.00
Annual Recurring after Year 1	\$3,000.00
Contract Total	\$6,750.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5A

AFFIDAVIT OF PUBLICATION

Hamal Cdd
Hamal Cdd
2300 GLADES RD
STE 410W

BOCA RATON FL 334318556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

08/28/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/28/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$261.56
Tax Amount: \$0.00
Payment Cost: \$261.56
Order No: 10494498 # of Copies: 1
Customer No: 729520
PO #: FY2025 Budget Hearin

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

**HAMAL COMMUNITY
DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025
PROPOSED BUDGET(S); AND
NOTICE OF REGULAR BOARD
OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Hamal Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: September 12, 2024
TIME: 6:00 p.m.
LOCATION: Briar Bay Clubhouse
3400 Celebration Blvd.
West Palm Beach, Florida 33411

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: 1-877-276-0889 ("District Manager's Office"), during normal business hours, or by visiting the District's website at hamalcdd.org.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record of the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.
District Manager

10494498 8/28/24

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2024-07
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Hamal Community Development District ("**District**") prior to June 15, 2024, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Hamal Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF SEPTEMBER 2024.

ATTEST:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A: FY 2025 Budget

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
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**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy - gross	\$ 643,964				\$ 681,968
Allowable discounts (4%)	(25,759)				(27,279)
Assessment levy - net	618,205	\$ 585,003	\$ 33,202	\$ 618,205	654,689
Fair-share agreement	46,302	59,979	-	59,979	46,302
Interest	1,500	13,352	-	13,352	1,500
Total revenues	666,007	658,334	33,202	691,536	702,491
EXPENDITURES					
Professional & administrative					
Supervisors fee & FICA tax	7,536	1,507	6,029	7,536	7,536
Management/recording/accounting	44,048	22,024	22,024	44,048	44,048
Trustee	4,350	-	4,350	4,350	4,350
Legal	20,000	1,753	18,247	20,000	20,000
Engineering	15,000	9,750	5,250	15,000	15,000
Audit	8,784	7,784	1,000	8,784	9,084
Arbitrage rebate calculation	1,250	-	1,250	1,250	1,250
Postage	750	21	729	750	750
Legal advertising	2,500	429	2,071	2,500	2,500
Office supplies	250	367	-	367	250
Other current charges	750	-	750	750	750
Annual special district fee	175	175	-	175	175
Insurance	7,746	7,288	-	7,288	8,500
FASD annual dues	1,500	2,000	-	2,000	2,000
Pump station/equipment insurance	10,654	11,446	-	11,446	14,000
Website	705	-	705	705	705
ADA website compliance	210	210	-	210	210
Dissemination agent	1,000	500	500	1,000	1,000
Total professional & administrative	127,208	65,254	62,905	128,159	132,108

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
Field operations					
Telephone	2,040	722	1,318	2,040	2,040
Field operations management	30,000	15,000	15,000	30,000	30,900
Landscape maintenance					
Mowing, edging, pruning & weed control	109,324	54,662	54,662	109,324	112,604
Turf replacement (\$0.90/sq. foot)	20,000	-	20,000	20,000	20,000
Mulch	29,120	14,400	14,720	29,120	29,120
Insect, weed, fertilization	56,610	28,755	27,855	56,610	58,308
Annuals removal, replacement, installation	15,450	-	15,450	15,450	15,914
Tree pruning	27,318	26,523	795	27,318	28,138
Irrigation system maintenance	8,726	4,363	4,363	8,726	8,988
Irrigation repairs	12,000	660	11,340	12,000	12,360
Capital outlay	30,400	-	30,400	30,400	30,400
Landscape replacement	20,000	-	20,000	20,000	20,600
Preventative maintenance: pump station	11,100	5,050	6,050	11,100	11,100
Repair/maintenance: pump station	4,000	31,495	-	31,495	4,120
Lake maintenance	24,000	12,132	11,868	24,000	24,000
Fountain maintenance	28,000	9,099	18,901	28,000	28,840
Holiday landscape lighting	7,500	-	7,500	7,500	7,500
Utilities	62,000	33,186	28,814	62,000	63,860
Wall maintenance	15,000	13,460	1,540	15,000	15,000
Reserve study	-	-	-	-	20,000
Contingency	16,600	10,226	6,374	16,600	16,600
Total field operations	529,188	259,733	296,950	556,683	560,392

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Other fees and charges					
Property appraiser	1,141	-	1,141	1,141	1,141
Information system services	2,030	2,030	-	2,030	2,030
Tax collector	6,440	5,850	590	6,440	6,820
Total other fees and charges	9,611	7,880	1,731	9,611	9,991
Total expenditures	666,007	332,867	361,586	694,453	702,491
Excess/(deficiency) of revenues over/(under) expenditures	-	325,467	(328,384)	(2,917)	-
Fund balance - beginning (unaudited)	1,619,968	1,757,061	2,082,528	1,757,061	1,754,144
Fund balance - ending (projected)					
Assigned					
3 months working capital	180,302	180,302	180,302	180,302	192,498
Sound barriers / walls	100,000	100,000	100,000	100,000	100,000
Stormwater pump station	300,000	300,000	300,000	300,000	300,000
Culvert repair/replacement	100,000	100,000	100,000	100,000	100,000
Disaster recovery	500,000	500,000	500,000	500,000	500,000
Unassigned	439,666	902,226	573,842	573,842	561,646
Fund balance - ending (projected)	<u>\$ 1,619,968</u>	<u>\$ 2,082,528</u>	<u>\$ 1,754,144</u>	<u>\$ 1,754,144</u>	<u>\$ 1,754,144</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional and Administrative Services

Supervisors fee & FICA tax	\$ 7,536
Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates holding up to seven meetings and all five Board Members receiving fees.	
Management/recording/accounting	44,048
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds and, operate and maintain the assets of the community. Effective October 1, 2016	
Trustee	4,350
Legal	20,000
Kutak Rock, provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments. For matters relating to monthly board meetings and pursuant to the fee agreement Effective October 1, 2016, HGS will charge the District the lesser of its standard hourly rate for the hours performing such work or a fee of \$1,600 per meeting, plus direct out-of-pocket expenses for travel costs, telephone, postage, and photocopying. HGS will also attend at least one meeting each year for which no travel time will be charged.	
Engineering	15,000
Craig A. Smith provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	9,084
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Auditor General. Grau and Associates conducts the District audit and an annual 3% CPI increase has been included.	
Arbitrage rebate calculation	1,250
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability. Grau and Associates conducts the annual arbitrage rebate calculation for the District.	
Postage	750
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	2,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Office supplies	250
Accounting and administrative supplies.	
Other current charges	750
Miscellaneous charges including automated AP routing.	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	8,500
The District carries public officials and general liability insurance with policies written by Preferred Governmental Insurance Trust. The limit of liability is set at \$1,000,000 per occurrence for general liability (\$2,000,000 general aggregate) and \$1,000,000 per occurrence for public officials liability (\$1,000,000 general aggregate).	
FASD annual dues	2,000
Pump station/equipment insurance	14,000
Website	705
ADA website compliance	210
Dissemination agent	1,000
Field operations	
Telephone	2,040
Service provided by AT&T for account number 561 681-0720 001 0458, which relates to the stormwater pump station. (cable/internet)	
Field operations management	30,900
Landscape maintenance	
The District contracted with King's Management Services, Inc. for general landscape maintenance services. The agreement may be extended for 12-month periods upon mutual consent of both parties. Should storm damage remediation be required, the work will be performed at the following rates: debris removal at a rate of \$25/man-hour, straighten and re-erect trees at a rate of \$50/tree, and irrigation repairs at a rate of \$55/man-hour.	
Mowing, edging, pruning & weed control	112,604
Turf, shrubbery & palm maintenance including mowing, edging, pruning & weed control	
Turf replacement \$0.90/square foot/replace dead sod due to no irrigation, twice a year.	20,000
Mulch	29,120
Insect, weed, fertilization	
Turf, shrubbery, palm trees, ground cover and flowers	58,308
Annuals removal, replacement and installation (including topsoil)	15,914
4" annuals, 2x/year (there are approximately 900 annuals)	
Tree pruning	28,138
Irrigation system maintenance	8,988
Kings Management provides irrigation repair services to the District at a cost of \$55/man hour. Does not include the cost of materials, which will be billed separately.	
Irrigation repairs	12,360
Capital outlay:	30,400
- Discussed expansion of landscape maintenance program	
- Briar Bay common area: landscape enhancements	
- Jog Road: median landscape enhancements	
- Other items to be determined by the Board	
Landscape replacement	20,600
Landscaping repairs and replacement throughout the District as needed.	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Preventative maintenance: pump station	11,100
The District originally entered into an agreement with South Florida Utilities, Inc. (D.B.A. Lift Station Services) effective October 1, 2016 and includes:	
- monthly generator inspections (\$1500)	
- quarterly pump, wet well and discharge bay inspections (\$9600)	
- an annual pipe intake and discharge inspection	
Repair/maintenance: pump station	4,120
Lake maintenance	24,000
The District entered into an agreement with Allstate Resource Management, Inc. effective October 1, 2016 for maintaining the District lakes. The current level of lake maintenance service is provided at a rate of \$1,800 per month (\$21,600 annually).	
Fountain maintenance	28,840
The District entered into an agreement with Allstate Resource Management, Inc. effective October 1, 2016 for quarterly preventative maintenance services for the 10 District fountains at a rate of \$895/quarter (\$3,580 annually). Pursuant to the agreement, additional repairs and services shall be billed at a rate of \$75, plus the cost of materials. \$150 minimum if a diver is required. An additional \$14,440 is included in the budget for repairs and electrical issues to the individual fountain units.	
Holiday landscape lighting	7,500
This covers the cost of holiday landscape lighting (LED).	
Utilities	63,860
Electricity for common areas of the District is provided by Florida Power & Light. Below are the District's account numbers and service addresses.	
Account Number	Service Address
31009-63366	6261 Hammock Park Rd. #Fountain
38117-48171	3691 Hamilton Key #Fountain
54811-00112	N Jog Rd. #E/O-1MI N/O Okee @ Pleasant Rd.
77982-33065	3696 Hamilton Key # Pump
31921-53512	3901 Hamilton Key Lake #1
34938-11511	3370 Celebration Blvd. Lake #6
52844-10445	3001 Celebration Blvd. #Pump
53794-76400	3301 Bollard Rd. Lake #9
54953-44409	3411 Briar Bay Blvd. Lake #4
56036-75405	3150 Celebration Blvd. Lake #8
74421-67404	3151 Celebration Blvd. Lake #7
75372-38318	3690 Hamilton Key Lake #2
90995-65237	3270 Celebration Blvd. # Pump
02941-07149	3690 North Jog Rd. # Pump 1 Hamal
Wall maintenance	15,000
Reserve study	20,000
Contingency	16,600
This category is for unexpected, non-budgeted expenditures that the District may incur	
Property appraiser	1,141
The property appraiser's fees are \$150.00 plus \$.75 per parcel.	
Information system services	2,030
The Palm Beach County ISS fee is based on total amount levied on-roll and for amounts up \$1,450,000 it is \$2,030.	
Tax collector	6,820
The tax collector's fees are 1% of the on-roll assessment.	
Total expenditures	<u><u>\$ 702,491</u></u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2021 BUDGET (REFUNDED SERIES 2017)
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUE					
Assessment levy - gross	\$ 739,492				\$ 737,687
Allowable discounts (4%)	(29,580)				(29,507)
Assessment levy - net	709,912	\$ 671,717	\$ 38,195	\$ 709,912	708,180
Prepayments	-	4,259	-	4,259	-
Interest	-	7,830	-	7,830	-
Total revenue	709,912	683,806	38,195	722,001	708,180
EXPENDITURES					
Debt service					
Principal 5/1	611,000	-	611,000	611,000	621,000
Principal prepayment	-	20,000	-	20,000	-
Interest 11/1	48,872	48,900	-	48,900	43,010
Interest 5/1	48,872	-	48,872	48,872	43,010
Total debt service	708,744	68,900	659,872	728,772	707,020
Other fees & charges					
Tax collector	7,395	6,718	677	7,395	7,377
Total other fees & charges	7,395	6,718	677	7,395	7,377
Total expenditures	716,139	75,618	660,549	736,167	714,397
OTHER FINANCING SOURCES/(USES)					
Net increase/(decrease) in fund balance	(6,227)	608,188	(622,354)	(14,166)	(6,217)
Beginning fund balance (unaudited)	83,167	117,189	725,377	117,189	103,023
Ending fund balance (projected)	\$ 76,940	\$ 725,377	\$ 103,023	\$ 103,023	96,806
Use of fund balance:					
Interest expense - November 1, 2025					(37,204)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 59,602

Special Assessment Refunding Bonds, Series 2021
\$6,420,000

Debt Service Schedule

Date	Principal	Prepayment	Coupon	Interest	Total P+I
11/01/2021	-		-	27,012.15	27,012.15
05/01/2022	589,000.00		1.870%	60,027.00	649,027.00
11/01/2022	-		-	54,519.85	54,519.85
05/01/2023	601,000.00		1.870%	54,519.85	655,519.85
11/01/2023	-	20,000.00	-	48,900.50	48,900.50
05/01/2024	610,000.00		1.870%	48,713.50	658,713.50
11/01/2024	-		-	43,010.00	43,010.00
05/01/2025	621,000.00		1.870%	43,010.00	664,010.00
11/01/2025	-		-	37,203.65	37,203.65
05/01/2026	632,000.00		1.870%	37,203.65	669,203.65
11/01/2026	-		-	31,294.45	31,294.45
05/01/2027	644,000.00		1.870%	31,294.45	675,294.45
11/01/2027	-		-	25,273.05	25,273.05
05/01/2028	656,000.00		1.870%	25,273.05	681,273.05
11/01/2028	-		-	19,139.45	19,139.45
05/01/2029	670,000.00		1.870%	19,139.45	689,139.45
11/01/2029	-		-	12,874.95	12,874.95
05/01/2030	683,000.00		1.870%	12,874.95	695,874.95
11/01/2030	-		-	6,488.90	6,488.90
05/01/2031	694,000.00		1.870%	6,488.90	700,488.90
Total	\$4,600,000.00		-	\$350,568.90	\$4,950,568.90

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
FISCAL YEAR 2025**

Product	Total Projected Units	Proposed FY 2025			% Change FY 2024' to FY 2025'
		Series 2021 Debt Service Assessment	O & M Assessment	Total Proposed Assessment	
Condos	288	\$ 401.36	\$ 420.50	\$ 821.86	2.54%
Townhomes	331	441.09	420.50	861.59	2.42%
SF 30' & 40'	309	682.31	600.68	1,283.00	2.31%
SF 50'	229	682.31	600.68	1,283.00	2.31%
SF 70'	164	682.31	600.68	1,283.00	2.31%
	<u>1,321</u>				

Product	Total Projected Units	Adopted FY 2024 - Detail		
		Series 2021 Debt Service Assessment	O & M Assessment	Total Assessment
Condos	288	\$ 401.36	\$ 400.18	\$ 801.54
Townhomes	331	441.09	400.18	841.27
SF 30' & 40'	309	682.31	571.66	1,253.97
SF 50'	229	682.31	571.66	1,253.97
SF 70'	164	682.31	571.66	1,253.97
	<u>1,321</u>			

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

6A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Hamal Cdd
Hamal Cdd
2300 GLADES RD
STE 410W

BOCA RATON FL 334318556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

08/21/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/21/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$1040.24	
Tax Amount:	\$0.00	
Payment Cost:	\$1040.24	
Order No:	10492394	# of Copies:
Customer No:	729520	0
PO #:	Notice of FY25 Budget and O&M Assessment Hearings	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

HAMAL COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Hamal Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: September 12, 2024
TIME: 6:00 p.m.
LOCATION: Briar Bay Clubhouse
3400 Celebration Blvd.
West Palm Beach, Florida 33411

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapters 190, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2025; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	ERU Factor	Annual O&M Assessment(1)
Condos	288	0.7	\$441.53
Townhomes	331	0.7	\$441.53
SF 30' & 40'	309	1.0	\$630.71
SF 50'	229	1.0	\$630.71
SF 70'	164	1.0	\$630.71

(1) Annual O&M Assessment include County collection costs and early payment discounts.

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Palm Beach County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on all benefitted property. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, if any, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

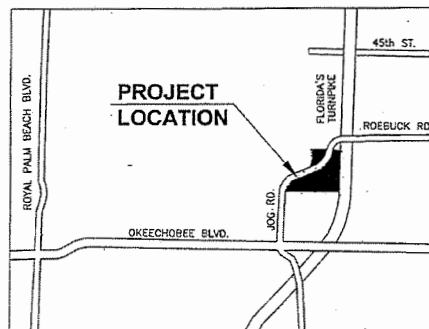
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: 1-877-276-0889 ("District Manager's Office"), during normal business hours, or by visiting the District's website at hamalcdd.com. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



HAMAL
COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2024-08
[FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hamal Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Palm Beach County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2025 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments and Debt Assessments imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 12th day of September 2024.

ATTEST:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7A

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered this 1st day of August 2024, by and between:

Hamal Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

ACCESS RESIDENTIAL MANAGEMENT LLC, d/B/A ACCESS MANAGEMENT, a Florida limited liability company, whose mailing address is 1170 Celebration Blvd, Suite 202, Celebration, Florida 34747 (“**Manager**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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

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

SECTION 2. MANAGER’S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. Inspection. Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. Investigation and Report of Accidents/Claims. Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District's contractors or vendors and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. Compliance with Government Rules, Regulations, Requirements and Orders. Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property, including the improvements.

F. Adherence to District Rules, Regulations and Policies. To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District rules, policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, policies and procedures as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times and the District shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement. As a point of clarity, the annual fee amounts are included for reference purposes only, and the District will pay the Manager on a monthly basis for work performed under the Contract based on the monthly fee amounts.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2024, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at

fault for any claims against the District and Manager as jointly liable parties; however, Manager shall indemnify the District for any and all percentage of fault attributable to Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Manager further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other

SECTION 10. INDEPENDENT MANAGER STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 21. EMPLOYMENT VERIFICATION; E-VERIFY. The Manager agrees that is shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Contract of 1986, as amended, and Section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HAMAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name: _____

Its: _____

ACCESS RESIDENTIAL MANAGMENT LLC

By: _____

Print Name: _____

Its: _____

EXHIBIT A

Management Services - Includes duties listed below.

Commencement	August 1, 2024
Date: Annual Fee:	\$ 30,000.00
Monthly Fee:	\$ 2,500.00

- Reports directly to the CDD District Manager
- Oversees Community Support Staff, Facility Monitors, and Auxiliary Staff (AT ADDITIONAL COST / IF NECESSARY)
- Assess condition of District property resulting from neglect, vandalism, depreciation and estimate costs associated with its repair and/or replacement
- Maintain preventative maintenance records, inventories, purchases, and review of invoices
- Arrange quotes and supervise performance of outside contractors
- Perform regularly scheduled reviews of preventative maintenance records, inventories, and purchases
- Provide sign off on and code invoices, as needed and submit for payment.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors
- Provide budgetary input and assist in monitoring and controlling of expenditures.
- Attend monthly Board meetings and present an Operations report.
- Oversee pond maintenance and water management system provider performance through regular meetings and inspections.
- Oversee landscape/irrigation maintenance system provider performance through regular meetings and inspections
- Oversee Pool Maintenance Service and repairs as well as condition of all pools and fountains
- Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear and tear", "acts of God", or "vandalism". Such repairs shall be billed separately, upon approval of the Community Development District
- Prepare a Facility Maintenance Plan and an Emergency Action Plan
- Resolve any issues requiring attention on behalf of the residents and/or Board of Supervisors
- Oversee aspects such as budgeting, policy recommendations and enforcement as well as safety and security recommendations
- Assume all staffing responsibilities including all duties associated with employing the recreational staff, such as recruiting, hiring, training, and overseeing and evaluating such personnel
- Conduct professional interaction and coordination with security providers (Security Company / Off Duty Sheriffs)
- Recommend on an ongoing basis, capital equipment replacements, additions, and operational improvements.
- Upon review, have the authority to purchase goods and/or services on the District's behalf as it relates to operation and maintenance of the District up to \$500.00 per purchase with the District issued debt card
- Make suggestions for new or revised rules for the Recreational Facilities when appropriate
- Assist the District in procuring and maintaining all licenses and permits required for Recreational Facilities
- At times, the work schedule of the manager must be flexible to monitor resident request, supervise outside contractors and handle operational emergencies
- All other duties deemed necessary by the Board of Supervisors or District Manager to Assist residents with Facility Rental Contracts
- Assist residents with Access Cards (Costs of cards/ postage/ handling reimbursed to Access Mgmt. by CDD)
- Oversee the amenity center facilities, including operations and maintenance

Notices/Billing Address:

Access Management 1170 Celebration Blvd, Suite 202, Celebration, FL 34747

Office Locations: Florida - Tampa, Sarasota, Naples, Celebration South Carolina - Myrtle Beach

Proposed Site Visits: Weekly - LCAM Monthly - Regional Director of Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Butler, Buckley, Deets, Inc. 6505 Blue Lagoon Dr Suite 250 Miami FL 33126	CONTACT NAME: LISA BRAND PHONE (A/C, No, Ext): 305-262-0086 E-MAIL ADDRESS: LBRAND@bbdbins.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: MOUNT VERNON FIRE INSURANCE CO		
INSURER B: PROGRESSIVE EXPRESS INS CO		10193
INSURER C: Employers Preferred Ins Co		10346
INSURER D: MESA UNDERWRITERS SPEC INS CO		36838
INSURER E: HARTFORD CASUALTY INS CO		29424
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1250151822**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PM2002254K	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	02843852	1/20/2023	1/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MX0120008000004	5/5/2023	11/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG2912335-04	11/1/2023	11/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CRIME			21BDDGW4042	11/1/2022	11/1/2023	Crime/Fidelity Limit 2,000,000

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7B

**Welcome
To
Ibero Property
Management Corporation
“You’re the First Choice for
all Maintenance and
Management
Solutions**

**Exclusive Field Services Management Proposal
The Hamal Community Development District
2800 Glades Road Suite 410 W
Boca Raton, Florida 33431**



CONTACT INFO

PHONE:

(561)420-0640

FAX:

(561)420-0641

EMAIL: DWAYNE@IBEROPROPERTYMGMT.COM

WWW.IBEROPROPERTYMGMT.COM

ADDRESS:

2500 METRO CENTRE BLVD SUITE 8

WEST PALM BEACH FL 33401

July 10th, 2024

Dear: Board of Directors

Hamal Community Development District

FIRST CHOICE FOR MANAGEMENT SOLUTIONS

**DWAYNE
BARRETT**

(President & CEO)



2500 Metro Centre Blvd Suite 8
West Palm Beach Florida, 33401

CONTACT

PHONE:
561-420-0640
561-577-0799

WEBSITE:
<https://iberopropertymgmt.com>

EMAIL:
Dwayne@iberopropertymgmt.com
Contact@iberopropertymgmt.com

This letter serves to convey my intent to enter into a contractual agreement with the Hamal Community Development District. offering Full Services Field Management Services. We are a consummate professional in the field of Property Maintenance and Management Services, leveraging over fifteen (15) years of experience.

Ibero Property Management Corporation currently owns and operates two (2) locations; one in West Palm Beach and the other in Port Saint Lucie, enabling us to serve a wider pool of clientele. Ibero is proud of its accomplishments and has affiliations and certifications as follows:

- Certified & Licensed CAM Firm within the state of Florida
- Certified and Licensed Property Managers with the National Association Property Management Academy (NPMA)
- Certified General Contracting Firm within the state of Florida
- Member of the National Association of Residential Property Managers (NARPM)
- Certified Property Management Company of the Palm Beach County Code Enforcement Department
- Accredited by the Better Business Bureau (BBB)
- Member of the Greater Tampa Board of Realtors Association (GTR)
- Accredited Florida Landlord and tenant-certified representative
- Member of the Regional Association of the Palm Beaches and Greater Fort Lauderdale Board of Realtors Association

Our services include, but are not limited to:

- Maintenance and Project Management Services
- Community Associations Property Management Services
- Multifamily Property Management Services
- Commercial Property Management Services
- Construction & Maintenance Services

Ibero boasts a well-diverse team of 18, who are highly qualified and trained in all the areas we function. Each member of our team is responsible for quality control, management, and quality assurance. The team includes:

- Attorneys
- CPAs
- Property Managers
- Project Managers
- Real Estate Agents/Brokers
- Marketing Professionals
- Maintenance/Support Staff
- General Contractors

Our team at Ibero Property Management possesses the knowledge and experience in the field of Property Management and Maintenance Business, whether it is a large or small Association, . We are knowledgeable of federal and state legal developments as they pertain to our business, including Florida statutes Chapters 718 and 720, Fair Housing, EEO, OSHA, and ADA. We have the necessary resources (personnel, technology, tools, equipment, commercial motor vehicles, etc.) to perform all duties. When necessary, we outsource talent to ensure the highest level of service to our clients.

Our goals while serving you are:

- To meet or exceed your business objectives.
- Ensure full compliance and requisite verifications relating to your Business .
- Provide you with a high level of service.
- Enhance your property/s through innovative quality management practices.
- Provide current and accurate accounting of all income and expenses.

Please note, as the President & CEO of the company, I am authorized to negotiate and bind all contracts. I look forward to further discussing with you any possibility of my company being of service to you. Please do not hesitate to contact me by phone or email.

Sincerely,



Dwayne P. Barrett
President & CEO

2/10/2024

Date:



FIRST CHOICE FOR MAINTENANCE & MANAGEMENT SOLUTIONS

2500 Metrocentric Blvd suite 8 West Palm Beach Florida 33411

PH (561)420-0640 FAX (561) 420-0641

www.iberopropertymgmt.com

Field Service Management Proposal

The Hamal Community Development District

2800 Glades Road Suite 410 W Boca Raton Florida 33431

THE OBJECTIVE ...

- The Board of Directors desires to hire a Field Services manager for the Hamal Community District
- Provide daily management services for the district, while meeting the demands of both the board of directors and the homeowners.
- Oversee repairs and maintenance to common areas.
- Manage the daily Operations and contractors while assisting in resolving the Outstanding issues.
- Perform routine maintenance and site inspection to ensure quality and control of the district

THE SOLUTION...

Ibero Property Management would assume management responsibilities for Hamal Community Development District and begin a staged approach to resolve the outstanding issues while working with the Board of Directors or District manager to work toward the long-term goals and commitments.

- Work with the board of Directors or appointed representative to prepare long-term recommend options for the Future growth and development of the district
- Assist the Board of Directors or District Managers in evaluating current vendors for maintenance and upkeep of the District Property areas, and make appropriate recommendations where needed.
- Review outstanding issues and pursue them under the direction of the district manager or appointed representative

*******General Field Maintenance Management Services*******

- Perform Comprehensive Field Maintenance Services for Hamal Community Development District.
- Perform Comprehensive Operational Control Field Management services to ensure that business is conducted in a lawful manner and in accordance with the Hamal District Covenant and bond under the direction of the district personnel.
- Perform weekly drive-by onsite visits Management services inspect the site area to ensure that all is running and operating smoothly as it should per specification.
- Perform weekly drive-by clean-up services, removing all trash junk, and large debris from the common area to always ensure a clean environment, pack into a dump truck, and disregard appropriately.
- Securing Proposals from required license vendors and seeking approval for repairs.
- Coordinate all repairs and perform Routine Maintenance checks of the district-owned assets, including but not limited to:
 - -Entryway
 - -Monuments,
 - Barrier walls and fence,
 - Sidewalks,
 - irrigation
 - Electrical
 - Mechanical
 - Fountains
 - Lights.
- Report Directly all matters and concerns to the district Manager and the board of supervisors.
- Perform Professional Management and Oversight of the District Vendors and daily affairs of the district.
- Responsible for the management and supervision of all Contractors service providers and maintenance staff, such as:
 - Landscape Maintenance and Aquatic
 - Pond and Fountain Maintenance
 - Pump House and generator Maintenance.
- Perform Weekly landscape and irrigation inspections/walk-throughs with the landscape Account Manager to ensure quality and standard per district criteria.
- Ensure that work is being completed in a satisfactory manner and meets all the district quality and standards of operations.
- Attending all board meetings on behalf of the district at the required location.
- Perform Regular site inspections of all district Property and report all concerns to the district manager.
- Review weekly aquatic management reports and resolve issues by coordinating with the aquatic management contractor!
- Send weekly operations reports on Fridays, to the District Manager by email. Coordinate onsite meetings with contractors/vendors for repair and maintenance needs.
- Perform Inspections, Repairs, and corrections in a timely manner in accordance with the terms of the Management Agreement.
- Document and report all accidental claims associated with the district in a timely manner to the district Manager.
- Document, report, and work with all local law enforcement and first responders on all accidents and vandalism that occur on District property.
- Provide detailed written reports of such incidents to the District Representative in a timely manner
- The field manager shall comply with all Rules and regulations and be familiar with District Policies and procedures.
- Ensure that all Staff members and vendors using the District Property are informed with respect to the rules and regulations.

- Ensure that all Staff members and vendors using the District Property are informed with respect to the rules and regulations.
- Use Care to Protect the property of the district and its residents and landowners from Damages from vendors and their employees.
- Respond to and address all Homeowner requests or concerns in a timely manner.
- Interacting and Interfacing with Residents, District Staff, and the Board of Supervisors.

FIELD MANAGEMENT SERVICES PROPOSAL PRICES:

Total Monthly Management Cost: \$ 2500.00

Total Yearly Management Cost: \$30,000.

By affixing the signatures to this document, the parties agreed to all terms and conditions as they refer to this Proposal:

ASSOCIATION: HAMILTON COMMUNITY DEVELOPMENT DISTRICT

By their Respected Appointed Representative Wrathall, Hunt and Associates, LLC
a Florida Limited Liability Company
2300 Glades Road Suite 410 W Boca Raton Florida 33431

BY: _____
Chairperson, Board of Supervisor

Date: _____

Print Name: _____

FIELD MAINTENANCE MANAGER:

IBERO PROPERTY MANAGEMENT CORPORATION
a Florida Corporation Company
Located at 2500 Metro Centre Blvd Suite 8 West Palm Beach Florida 33407

By:  _____
Dwayne P Barrett (President)

Date: 2/10/2024

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7C

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between OXYGEN ASSOCIATION SERVICES, LLC., a Florida Corporation located at 361 E. Hillsboro Blvd. Deerfield Beach, Florida 33441, telephone number (561) 999-9701 its successors and assigns (“Oxygen”) and HAMAL COMMUNITY DEVELOPMENT DISTRICT a Florida Not-For-Profit Corporation (the “Association”).

WHEREAS the Association is the entity responsible for the operation of the residential community known as HAMAL COMMUNITY DEVELOPMENT DISTRICT, (“Association”) located in West Palm Beach, Florida.

AND WHEREAS Oxygen is active in the management field and is presently operating a management company for the management of community associations and has available to it management and service personnel experienced in operating projects of similar nature to HAMAL COMMUNITY DEVELOPMENT DISTRICT

WHEREAS the Association desires to retain Oxygen, and Oxygen desires to be so retained, to manage the “Common Property” of the Association (as used herein, the term “Common Property” means those portions of the Association dedicated to the common use and enjoyment of the owners of the Units (“Owners”)). The Common Property includes Common Areas as defined in the Association’s “Governing Documents” (Governing Documents means the Association’s Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws and Rules and Regulations, as amended from time to time), without limitation, any and all entrance features, lighting equipment, private streets, easements, paths, fire lanes, green belts, and unless and to the extent otherwise expressly provided herein, specifically excludes the Units.)

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

1.01 DEFINITIONS

Unless the context otherwise requires, the terms used in this Agreement shall have the same meanings as in the Declaration of Covenants and Restrictions for HAMAL COMMUNITY DEVELOPMENT DISTRICT (the “Declaration”)

1.02 EXCLUSIVE MANAGER

The Association does hereby appoint Oxygen as the exclusive manager of HAMAL COMMUNITY DEVELOPMENT DISTRICT on an independent contractor basis. Oxygen accepts such appointments in accordance with the terms and conditions contained herein. Oxygen will employ sufficient employees of its own to perform the services required of it pursuant to this Agreement and acknowledges that no such employee shall be considered an employee of the Association for any purpose. Oxygen warrants it will provide workers’ compensation to its employees and abide by all applicable state, federal and local laws, and the rules and regulations of the Association and the direction of the Board of Directors.

1.03 RULES OF MANAGEMENT

Oxygen acknowledges and fully accepts that its responsibility is the operation, and administration of the Association under the direction of the Association’s Board of Directors (the “Board”) in accordance with the Declaration and other documents governing the Association. Notwithstanding the authority given to

Oxygen in this Agreement, it is understood and agreed that Oxygen shall always, act under the direction of the Board and confer fully and freely with the Board. Moreover, the Board shall delegate the President or whomever he designates from the Board of Directors to act as a liaison with Oxygen.

ARTICLE II **FINANCIAL MANAGEMENT**

2.01 **COLLECTION. DEPOSIT. ACCOUNTING**

Not Applicable

2.02 **COLLECTIONS AND DEPOSITS**

Not Applicable

2.03 **DISBURSEMENTS**

Not Applicable

2.04 **BOOKS AND RECORDS**

Not Applicable

2.05 **INVESTMENTS**

Not Applicable

2.06 **CONFORMANCE**

Not Applicable

ARTICLE III **GENERAL ADMINISTRATION**

Oxygen shall assist and advise the Board in all matters of administration, including but not limited to the following:

- 3.01 Oxygen will prepare notices of meetings, proxies and organize the agendas for the monthly Board of Directors meeting. Oxygen shall attend Board meetings as part of this Agreement. Oxygen shall not be obligated to attend meetings on weekends or holidays. Oxygen shall assist the Board in keeping and recording the minutes of the Association in an accurate and businesslike manner. The Property Manager will stay through the entire meeting. Minutes will be distributed to the Board of Directors no later than fifteen (15) business days after the meeting.

- 3.02 Oxygen recognizes the following Legal Holidays as “non-Workdays” for all our employees: Christmas Eve Day, Christmas Day, New Years Day, Good Friday, Fourth of July, Thanksgiving, Memorial Day, and Labor Day.
- 3.03 All field and supervisory personnel will be dressed in a neat manner and all cell phone numbers supplied and email addresses of each.

ARTICLE IV **PROPERTY MANAGEMENT**

Oxygen shall assist and advise the Board in all matters related to the maintenance of the property of the Association. Specifically, Oxygen shall cause the Common Areas of the Association to be maintained according to standards established by state and local law, and the Board. The standards and actions related thereto shall include but not be limited to the following:

- 4.01 The Property Manager who will be assigned is licensed (CAM) by the State of Florida. The Property Manager must keep abreast of changes in the field of Homeowner Associations Law and the Florida Corporations Not-For-Profit Act as it relates to the business of the Association and communicate such changes to the Board.
- 4.02 Oxygen shall solicit at least two contract proposals for bids in matters of a recurring nature, special projects, and yearly contracts, provided said expenditures shall exceed 5% or more of your annual budget OR if the Board requests it. The Association agrees to allow reasonable time (maximum 14 days) from date of request until desired submission date. Bid requests of more than \$25,000 or 10% of the Association Budget in accordance with Florida Statutes Chapter 720 are to be submitted sealed to Oxygen. Oxygen will evaluate each bid to be certain that the proper quality materials will be used and that the contract is correct. Upon acceptance of a bid by the Board of Directors the Property Manager will inspect the ongoing work and have a final inspection upon completion with a member of the Board of Directors, before releasing any final monies due the contractor. Oxygen accepts no responsibility for the contractor’s failures to perform, errors and omissions and/or failure to respond according to warranties, guarantees, terms and conditions.
- 4.03 If Oxygen, or any company in which any of the principals, officers, directors or employees are the same as the principals, officers, directors or employees of Oxygen, is to bid on a matter, then the bid specifications shall be approved by the Association before distribution to bidders. Oxygen shall disclose any interest in any vendor submitting a bid.
- 4.04 Monitor the operations of all routine contractors who perform work for the Association on a recurring basis, including but not limited to investigation as to bonding, insurance, materials, workmanship, warranties, and reviewing work of personnel or contractors and enforcing the conditions of contracts.
- 4.05 Walk through and inspections periodically with contractors performing work for the Association. Oxygen’s inspections shall be coordinated to occur in conjunction with routine projects such as irrigation, landscape renovation and fertilizations, etc.
- 4.06 Make recommendations for capital improvements and any other recommendations as may be appropriate for the improvement of the community.
- 4.07 The Property Manager will meet as needed with the Board of Directors. A written inspection

sheet will be prepared and presented to the Board monthly. If there are any flaws in the maintenance work the Property Manager will see that they are corrected. If a problem occurs in between meetings, the Property Manager will be available to discuss and solve the problem.

4.08 Manager's Duties. Supplementing the Agreement, the Property Manager shall as part of its recurring routine services, and at no additional cost to the Association:

*******General Field Maintenance Management Services*******

- Perform Comprehensive Field Maintenance service for Hamal Community Development District.
- Perform Comprehensive Operational Control Field Management service to ensure that business is conducted in a lawful manner and in accordance with the Hamal District Covenant and bond under the direction of the district personnel.
- Perform week! Drive-by onsite vi its management services inspect the site area to ensure that all is running and operating smoothly as it should per specification.
- Perform weekly drive -by clean-up services, removing all trash junk, and large debris from the common area to always ensure a clean environment, pack into a dump truck and disregard appropriately.
- Securing Proposals from required license vendors and seeking approval for repair.
- Coordinate all repairs and perform Routine Maintenance check of the di district-owned assets, including but not limited to:
 - -Entryway
 - -Monument,
 - Barrier walls and fence,
 - Sidewalk,
 - Irrigation
 - Electrical
 - Mechanical
 - Fountains
 - Lights.
- Report Directly all matters and concern to the district Manager and the board of supervisor.
- Perform Professional Management and Oversight of the District Vendors and daily affairs of the district.
- Responsible for the management and supervision of all Contractors service providers and maintenance staff such as:
 - Land cape Maintenance and Aquatic
 - Pond and Fountain Maintenance
 - Pump Hou e and generator Maintenance.
- Perform Weekly land cape and irrigation in inspections /walk-throughs with the landscape Account Manager to ensure quality and standard per district criteria.

- Ensure that work is being completed in a satisfactory manner and meets all the district quality and standard of operations.
 - Attending all board meetings on behalf of the district at the required location.
 - Perform Regular site inspections of all district Property and report all concerns to the district manager.
 - Review weekly aquatic management reports and resolve issues by coordinating with the aquatic management contractor!
 - Send weekly operations reports on Fridays, to the District Manager by email. Coordinate onsite meetings with contractors/vendor for repair and maintenance needs .
 - Perform Inspections, Repairs, and corrections in a timely manner in accordance with the terms of the Management Agreement.
 - Document and report all accidental claims associated with the district in a timely manner to the district Manager.
 - Document, report, and work with all local law enforcement and fire responders on all accidents and vandalism that occur on District property.
 - Provide detailed written reports of such incident to the District Representative in a timely manner
 - The field manager shall comply with all Rules and regulations and be familiar with District Policies and procedures.
 - Ensure that all staff members and vendors using the District Property are informed with respect to the rules and regulations.
 - Ensure that all Staff members and vendors using the District Property are informed with respect to the rules and regulations.
 - Use Care to Protect the property of the district and its residents and landowners from Damages from vendors and their employees.
 - Respond to and address all Homeowner requests or concerns in a timely manner.
- interacting and Interfacing with Residents, District Staff, and the

ARTICLE V **ADMINISTRATION**

5.01 ADMINISTRATION OF PERSONNEL

Based upon approved budget allocations, job descriptions and legal requirements, Oxygen shall solicit, investigate, evaluate, and hire qualified people to provide all services required by the Association. It shall be the administrative responsibility of Oxygen to instruct, train, supervise and compensate all Oxygen employees. Any improper action by employees during the

performance standards set forth in their job description should be brought to the attention of Oxygen. The power to hire and to dismiss its own employees' rests solely with Oxygen and compensation of employees shall be considered an operating expense of Oxygen.

5.02 ADMINISTRATION OF CONTRACTORS

Contractors shall be selected pursuant to competitive bidding procedures and written specifications drafted by Oxygen and the Board of Directors, when necessary. Upon request, Oxygen shall submit a recommendation to the Board containing its evaluation, information on experience with the contractor and such other information as may be helpful to the Board. Oxygen shall oversee the activities of contractors, including but not limited to the receiving of certificates of insurance and copies of bonds, manufactures' warranties, and releases of liens. Review of the quality of workmanship and enforcement of contractors' warranties shall also be the duty of Oxygen. Oxygen shall mandate that the contractor shows evidence of workers' compensation insurance, public liability insurance, with limits deemed acceptable by the Association. If the contractor does not provide proof of insurance, OXYGEN will recommend to the Board that this contractor not be hired. The Board could then choose a different contractor if it wishes.

- A. Oxygen will assist attorneys, title companies and real estate companies with the processing of a sale of a unit furnishing questionnaires and / or "estoppels letters" indicating such items as assessments due, insurance coverage and upcoming assessments. Oxygen shall charge for estoppels letters to be paid by the requesting party.
- B. Upon receipt of notification of a sale or rental of a unit, management will provide application to perspective resident. Management will facilitate processing of the application at the cost of \$25.00. The \$25.00 will include running a National Background and Eviction Search and providing the results to the Screening Committee along with any other necessary documents in connection with the application.
- C. If new owners do not receive the Association Documents from the seller, Management will offer to provide a set of Association Documents for a fee of \$75.00.

ARTICLE VI BUDGETS

6.01 ANNUAL BUDGET

Not applicable

6.02 BUDGET PREPARATION

Not applicable

ARTICLE VII
SERVICE REQUEST PROCEDURES

7.01 **SERVICE REQUESTS**

Note: Emergency repairs will be deemed applicable at Oxygen’s discretion, recognizing time-is-of-the-essence. The most common situations that would fall under “emergency” would involve irrigation related pump repairs, major “fresh” water line breaks. Emergency repairs will also include damage and disruptions caused by storms and other weather conditions.

Note: Oxygen will be responsible for ensuring that emergency repairs are performed as necessary to protect the community.

ARTICLE VIII
BOOKS, RECORDS, INSPECTION AND AUDIT

8.01 **BOOKS AND RECORDS**

Not applicable

8.02 **INSPECTION**

Not applicable

8.03 **AUDIT**

Not applicable

ARTICLE IX
INSURANCE

9.01 **SCOPE**

Not applicable

9.02 **AMOUNT**

Not applicable

9.03 **REPORTING**

Not applicable

9.04 OXYGEN'S INSURANCE

Not applicable

ARTICLE XI **MISCELLANEOUS**

11.01 MODIFICATION AND STATUS

This writing is intended by the parties as a final expression of this Agreement and as a complete statement of the terms thereof. All negotiations, considerations and representations between the parties have been incorporated herein. No variation, modification or changes of this Agreement shall be binding, unless made in writing and executed by both parties.

11.02 APPLICABLE LAW/ATTORNEY FEES

It is understood and agreed that this Agreement shall be construed in accordance with the laws of the State of Florida and Oxygen warrants that all local, state, and federal laws and regulations will be adhered to. In the event of any dispute between the parties, the venue for the dispute shall be in a court of competent jurisdiction located in PALM BEACH County, Florida. The prevailing party in the case of any dispute between the parties in litigation, arbitration, mediation or otherwise, shall be entitled to recover its reasonable attorney's fees, including fees incurred for appeal, together with its reasonable expenses and court costs, from the other party as taxable costs.

11.03 BANKRUPTCY

All the following shall be cause for immediate termination of this Agreement by the Association: if Oxygen shall be adjudicated bankrupt or insolvent; if a receiver or trustee shall be appointed to supervise Oxygen; in the event of a corporate reorganization of Oxygen, or if Oxygen shall make an assignment for the benefit of creditors.

11.04 ASSIGNMENT

Oxygen may assign its right, title and interest herein to another management firm operating and existing under the laws of the State of Florida, provided it first obtains the Board's prior written approval, the grant of which is subject to the Board's unfettered discretion. However, the assignment shall not be valid unless and until the assignee thereunder expressly assumes and agrees, in writing, to perform each covenant and term of this Agreement that is the obligation of Oxygen. An executed duplicate of any intended assignment shall be delivered to the Association by certified mail or its equivalent. Oxygen may also subcontract all or any portion of its duties and power under this Agreement to any other person or entity provided that the Association receives, in writing, the name and particulars of the company to whom will be awarded such subcontract and the Board first approves in writing such contract in the Board's unfettered discretion.

11.05 INDEMNIFICATION

Association agrees to indemnify and hold Oxygen harmless from and against any and all claims, costs, damages, liabilities, and expenses of any kind or nature whatsoever, including attorneys and court costs, arising out of any action taken or not taken by the Board, or instruction given to Oxygen by the Board, that is contrary to advice regarding such action or inaction imparted to the Board by Oxygen in writing.

Notwithstanding the foregoing, Association shall not be required to indemnify Oxygen against claims or damages suffered as a result of the gross negligence or willful misconduct of Oxygen, or any willful violation by Oxygen of any applicable statute, ordinance, law or government rule or regulation, or any act outside of the authority granted Oxygen pursuant to this Agreement on the part of Oxygen, and Oxygen agrees to indemnify and hold Association harmless from against all claims and damages arising out of the foregoing, including Association's attorneys fees and court costs.

To the fullest extent permitted by law, Oxygen shall indemnify, defend, and hold harmless the Association, and its representatives, agents, members, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the services/ work hereunder, provided that the claims are caused in whole or in part by the gross negligence or willful misconduct of the Oxygen or anyone directly employed or controlled by the Oxygen or anyone for whose acts any of them may be liable.

Furthermore, the Association shall carry, at its expense, all necessary liability insurance adequate to protect the interests of the Association and Oxygen. Such liability insurance shall be so written as to protect Oxygen in the same manner and to the same extent as to the Association and supply copies of all and any updates.

The Association shall furnish Oxygen a certificate evidencing that Oxygen is a named insured with respect to its liability insurance.

11.06 SECURITY (intentionally omitted)

11.07 The Association agrees to provide a safe and healthy work environment for all employees provided by Oxygen.

ARTICLE XII **COMPENSATION**

12.01 RECURRING ROUTINE SERVICE

Oxygen shall be compensated according to the following schedule, the fees being due and payable from the current assessments collected each month pursuant to the disbursement, under section 2.03. Such compensation represents the overhead expenses of Oxygen, including salaries of its employees, general and administrative expenses, incurred under this Agreement and covers fees for basic services, including property management to be paid on the first day of each month, but no later than the 10th of the current month (i.e., August to be paid August 10th). If payments are not received by the 10th” day of the current month, in that event only, Oxygen may, at its sole option, elect to immediately cease to provide all services as detailed herein and consider any such Agreement between the Association and Oxygen immediately terminated. The Association shall be liable for a pro-rated amount of the monthly fee due through and including the date of such notice of immediate termination as detailed above.

The Association further agrees to pay monthly, upon receipt of an invoice with supporting documentation, all unusual expenses incurred by Oxygen which were requested and authorized by the Association. Unusual expenses are defined as those expenses resulting from those services not specifically included as part of this Agreement yet requested and authorized by a Board of Directors of the Association.

In consideration for the performance of its duties hereunder, Oxygen shall be entitled to receive, and Association shall pay Oxygen a fixed management fee, as follows:

Contract Pricing:

Property Management: \$2,575.00 per month \$30,900.00 per year

* An annual increase as negotiated with the Board.

12.02 NON-ROUTINE SERVICES

Oxygen shall maintain availability for services related to certain non-routine activities for which the need may or may not arise. Non-routine services may include, without limitation, the following:

1. Participating in the preparation of legal actions initiated by the Association, exclusive of those related to collection of annual assessments and legal activities related to covenant enforcement which have not been subjected to court action, those exceptions being included in recurring routine services and fees, i.e., construction litigation or the preparation thereof prior to and including settlement and/or court proceedings.
2. Negotiations and claims of a protracted nature arising from warranty claims for work by developer and performed by a contractor prior to the effective date of this

Agreement.

3. Non-routine services additionally include attendance (by an officer or supervisory person of Oxygen, who is in authority and fully informed concerning matters involving the Association) at more than Twelve (12) meetings of the Board each year.
4. Oxygen's involvement in special projects, major restoration, renovation, refurbishment, etc., whereby regular manpower provisions allocated under the terms of this Agreement will not suffice for the monitoring, coordination, and supervision of same. Included in this provision is any major administration task, i.e., document restructuring, newsletter preparation and resident information pamphlet, coordination of major irrigation work and major painting projects.

Charges for services performed under this section should be at rates mutually agreed by Oxygen and the Board, in writing prior to commencement of that task, but in no case will rates be less than the current hourly rates in effect for administrative and maintenance personnel. As an alternative to charging hourly rates for Oxygen's involvement in special projects, major restoration, renovation, refurbishment, etc., charges may be mutually agreed upon on a percentage basis.

Note 1: Services provided for emergencies (after 5:00 p.m. until 8:00 a.m. weekdays, Saturdays, Sundays and holidays) will be billed for a minimum of one hour at a flat rate of \$75.00/hour. Attendance at scheduled activities, such as Board meetings and owners' meetings, shall not be considered emergencies and shall not result in any charge or fee.

ARTICLE XIII **COMMENCEMENT AND TERMINATION**

13.01 COMMENCEMENT AND TERM

This Agreement shall commence as of the date of October 1, 2024, and have a term of one (1) year from that date. This Agreement will renew automatically for a successive term of one (1) years upon the expiration date, unless terminated thirty (30) days prior to renewal date, or by earlier termination pursuant to section 13.02.

13.02 TERMINATION

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated by either party, at any time, with or without cause, by giving thirty (30) days written notice of said termination to the other party. Written notice shall be delivered by hand or U.S. Mail, return receipt requested, and if mailed will be deemed delivered upon mailing. Either party

may terminate this Agreement for cause, which shall become effective immediately upon receipt of the written termination notice by the terminated party. Termination for cause is deemed to be any material breach of any obligation either listed or implied by this Agreement. Both parties recognize that the Board has the authority to act on behalf of the Association in this regard. Upon the effective date of any termination or cancellation, the Association shall be responsible for all accrued and unpaid fees and all costs incurred by the Managing Company pursuant to this contract through such date. It is hereby mutually agreed that upon termination of the Management agreement the Management Company shall gather all Association records within its possession and make them available for pick up by the Association or their authorized representative.

ARTICLE XIV **MISCELLANEOUS**

Notices to Oxygen: All notices shall be in writing and mailed postage prepaid to:

OXYGEN ASSOCIATION SERVICES, LLC.
Karen Fhima Lippman, MGRM
361 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

Notices pursuant to Article XIV shall be hand delivered or sent certified or registered mail. Notices shall be effective upon hand delivery or three (3) days after the postmark date, except for notice of change of address, which shall be effective upon receipt.

Notices to Association: All notices shall be in writing and mailed postage prepaid to the President of the Associations.

HAMAL COMMUNITY DEVELOPMENT DISTRICT
C/o Jamie Sanchez
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431

Confidentiality of Agreement: This Management Agreement is a confidential contract between Oxygen and the Association. Association agrees not to disclose the contents of this Agreement to any third parties, or not do distribute any photocopies of this Agreement, in whole or in part, without the express written authorization from Oxygen. The parties agree and understand that breach of this confidentiality would constitute a breach of this Agreement and would provide Oxygen with all legal remedies available by law or in equity, because of such breach. Notwithstanding the foregoing, either party may disclose the existence of this Agreement, as

may be required per Chapter 718 of the Florida Statutes, as well as to its employees (having a need to know), legal counsel, and financial advisors and as required by any subpoena issued by a court or administrative agency or court order.

Collection: In the event any action is filed by Oxygen to collect any sum due under this Agreement, then the Association shall be liable for all costs of collection and enforcement, including a reasonable attorney's fee, whether or not an action at law is brought to collect such sums and at all trial and appellate levels, and the parties agree that venue in any action arising under this Agreement shall be laid in PALM BEACH County, Florida.

Engagement of Employees: Oxygen agrees to provide, and/or train, a staff of competent and reliable personnel for the performance of the services to be provided for hereunder, and the Association acknowledges that Oxygen has already made, or will make, a substantial investment in providing, and/or training such a staff of personnel. In consideration thereof, the Association agrees that except with the prior written consent of Oxygen during the term of the Agreement and for a period of twelve (12) months following the expiration or early termination of this Agreement it will not seek to hire or engage any of Oxygen's employees, former employees or subcontractors for the same, or similar work, and/or services as are now provided. This section will not apply to any employees who finished their employment for Oxygen and/or HAMAL COMMUNITY DEVELOPMENT DISTRICT. prior to the execution of this Agreement. Sub-contractors who have been under contract directly with the Association are not included in this provision. If the Association breaches this provision, the Association does hereby agree and consent to remit to Oxygen as liquidated damages an amount equal to one (1) year's remuneration for the subject employee, at the rate paid by the Association to the employee.

Binding Effect: This Agreement shall be binding upon and to the benefit of the parties hereto, and upon their respective successors and assigns.

Captions: The captions of the various articles, sections and paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify, or prescribe the scope or intention of this Agreement or any provision hereof

Advance: The terms, provisions and conditions of this Agreement shall be performed on behalf of the Association and all obligations or expenses shall be for the account of the Association and on behalf of and at the expense of the Association. Oxygen shall not be obligated to make any advance to or for the account of the Association or to pay any sum except out of funds of the Association held or provided as aforesaid, nor shall the Oxygen be obliged to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of same are provided.

Licenses: Oxygen shall be responsible for obtaining all necessary licenses and permits, assure employees are licensed and bonded where applicable and pay all applicable taxes and comply with all applicable laws and ordinances. Failure of Oxygen to have and maintain the appropriate Community Association Manager's license at any time during the term of this Agreement shall be a material breach of this Agreement, upon which the Association may, at its sole option,

declare the Agreement to be immediately terminated, with no further obligation of the Association to Oxygen.

Designation: The Association shall designate in writing a single individual who shall be authorized to deal with Oxygen on any matter relating to this Agreement. In the absence of any such designation, the President of the Association shall have this authority. Except for the Association's designated representative, the Association shall not interfere nor permit, allow, or cause any of its Officers, Directors or members to interfere with Oxygen in the performance of its duties or in the exercise of any of its powers hereunder.

IN WITNESS WHEREOF, Association and Oxygen have caused this Agreement to be executed in their respective corporate names by their authorized officers on this _____ day of _____, 2024.

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

Print Name

Witness

Print Name

ATTEST:

Witness

Print Name

Oxygen Association Services, LLC
361 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

Karen Fhima Lippman, MGRM

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2024**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
JULY 31, 2024**

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 621,603	\$ -	\$ 621,603
Investments			
Centennial	257,535	-	257,535
FineMark MMA	249,953	-	249,953
FineMark ICS	306,770	-	306,770
Iberia - MMA	25,226	-	25,226
Bank United	453,421	-	453,421
Revenue	-	71,513	71,513
Prepayment	-	999	999
Sinking	-	20,051	20,051
Optional redemption	-	274	274
COI	-	6,144	6,144
Due from other funds			
General fund	-	15,559	15,559
Deposits	135	-	135
Total assets	<u>\$1,914,643</u>	<u>\$ 114,540</u>	<u>\$ 2,029,183</u>
LIABILITIES			
Due to other funds			
Debt service (series 2021)	\$ 15,559	\$ -	\$ 15,559
Taxes payable	122	-	122
Total liabilities	<u>15,681</u>	<u>-</u>	<u>15,681</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	114,540	114,540
Assigned			
3 months working capital	180,302	-	180,302
Sound barriers	100,000	-	100,000
Stormwater pump station	300,000	-	300,000
Culvert repair/replacement	100,000	-	100,000
Disaster recovery	500,000	-	500,000
Unassigned	718,525	-	718,525
Total fund balance	<u>1,898,962</u>	<u>114,540</u>	<u>2,013,502</u>
Total liabilities and fund balances	<u>\$1,914,643</u>	<u>\$ 114,540</u>	<u>\$ 2,029,183</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 10,848	\$ 621,294	\$ 618,205	100%
Fair share agreement	-	59,979	46,302	130%
Interest & misc. income	2,304	22,381	1,500	1492%
Total revenues	<u>13,152</u>	<u>703,654</u>	<u>666,007</u>	106%
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax	861	3,875	7,536	51%
Management/recording/accounting	3,671	36,707	44,048	83%
Trustee	-	-	4,350	0%
Legal	1,499	5,002	20,000	25%
Engineering	4,220	21,170	15,000	141%
Audit	-	8,784	8,784	100%
Arbitrage rebate calculation	-	-	1,250	0%
Postage	10	42	750	6%
Legal advertising	-	586	2,500	23%
Office supplies	-	367	250	147%
Other current charges	16	375	750	50%
Annual special district fee	-	175	175	100%
Insurance	-	7,288	7,746	94%
FASD annual dues	-	2,000	1,500	133%
Pump station/equipment insurance	-	11,446	10,654	107%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Dissemination agent	83	833	1,000	83%
Total administrative expenses	<u>10,360</u>	<u>99,565</u>	<u>127,208</u>	78%
Maintenance				
Telephone	739	1,461	2,040	72%
Field operations management	2,500	22,500	30,000	75%
Landscape maintenance				
Mowing, edging, pruning & weed control	9,110	91,103	109,324	83%
Turf replacement	-	-	20,000	0%
Mulch	-	14,400	29,120	49%
Insect, weed, fertilization	4,718	47,625	56,610	84%
Annuals removal, replacement, installation	-	-	15,450	0%
Tree pruning	-	26,523	27,318	97%
Irrigation system maintenance	727	7,852	8,726	90%
Irrigation repairs	427	1,087	12,000	9%
Capital outlay	-	-	30,400	0%
Landscape replacement	2,792	6,984	20,000	35%
Preventative maintenance: pump station	-	6,375	11,100	57%
Repair/maintenance: pump station	800	62,045	4,000	1551%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	17,927	52,758	24,000	220%
Fountain maintenance	1,006	18,687	28,000	67%
Holiday landscape lighting	2,843	2,843	7,500	38%
Contingency	-	9,910	16,600	60%
Wall maintenance	-	13,460	15,000	90%
Utilities	7,493	68,446	62,000	110%
Total maintenance expenses	<u>51,082</u>	<u>454,059</u>	<u>529,188</u>	86%
Other fees and charges				
Information system services	-	2,030	2,030	100%
Tax collector	-	6,099	6,440	95%
Total other fees and charges	<u>-</u>	<u>8,129</u>	<u>9,611</u>	85%
Total expenditures	<u>61,442</u>	<u>561,753</u>	<u>666,007</u>	84%
Excess (deficiency) of revenues over (under) expenditures	(48,290)	141,901	-	
Fund balance - beginning	1,947,252	1,757,061	1,619,968	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	180,302	180,302	180,302	
Sound barriers	100,000	100,000	100,000	
Stormwater pump station	300,000	300,000	300,000	
Culvert repair/replacement	100,000	100,000	100,000	
Disaster recovery	500,000	500,000	500,000	
Unassigned	718,525	718,525	439,666	
Total fund balance - ending	<u>\$ 1,898,962</u>	<u>\$ 1,898,962</u>	<u>\$ 1,619,968</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 JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 12,456	\$ 713,387	\$ 709,912	100%
Assessment prepayment	-	4,259	-	N/A
Interest	359	14,322	-	N/A
Total revenues	<u>12,815</u>	<u>731,968</u>	<u>709,912</u>	103%
EXPENDITURES				
Principal	-	610,000	611,000	100%
Principal prepayment	-	20,000	-	N/A
Interest 11/1	-	48,900	48,872	100%
Interest 5/1	-	48,714	48,872	100%
Total expenditures	<u>-</u>	<u>727,614</u>	<u>708,744</u>	103%
Other fees and charges				
Tax collector	-	7,003	7,395	95%
Total other fees and charges	<u>-</u>	<u>7,003</u>	<u>7,395</u>	95%
Total expenditures	<u>-</u>	<u>734,617</u>	<u>716,139</u>	103%
Excess (deficiency) of revenues over (under) expenditures	12,815	(2,649)	(6,227)	
Fund balances - beginning	101,725	117,189	90,816	
Fund balances - ending	<u>\$ 114,540</u>	<u>\$ 114,540</u>	<u>\$ 84,589</u>	

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hamal Community Development District held a Regular Meeting July 8, 2024 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

Present were:

Joseph Petrick	Chair
Benjamin Cuningham	Vice Chair
Ione Senior	Assistant Secretary
Marc DePaul	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni (via telephone)	District Counsel
Al Caruso	District Engineer
Joseph King	Operations Manager/Landscape Supervisor
Ben Steets (via telephone)	Grau & Associates
Pamela Atkinson	Resident
Bensy Sanon	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:01 p.m. Supervisors DePaul, Cuningham, Senior and Petrick were present. One seat was vacant.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-05,
Amending Resolution 2024-03 to Re-Set
the Date and Time of the Public Hearing on
the Proposed Budget for Fiscal Year**

**2024/2025; Providing for Severability; and
Providing an Effective Date**

This item was presented following the Sixth Order of Business.

FIFTH ORDER OF BUSINESS

**Presentation of Audited Financial Report
for the Fiscal Year Ending September 30,
2023, Prepared by Grau & Associates**

Mr. Steets noted the pertinent information in the Audited Annual Financial Report for the Fiscal Year Ending September 30, 2023. It was a clean audit; there were no findings, recommendations, deficiencies on internal control or instances of noncompliance.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-06,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2023**

**On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,
Resolution 2024-06, Hereby Accepting the Audited Financial Report for the
Fiscal Year Ended September 30, 2023, was adopted.**

- **Consideration of Resolution 2024-05, Amending Resolution 2024-03 to Re-Set the Date
and Time of the Public Hearing on the Proposed Budget for Fiscal Year 2024/2025;
Providing for Severability; and Providing an Effective Date**

This item, previously the Fourth Order of Business, was presented out of order.

Ms. Sanchez stated that, to comply with County statutes to place assessments on the County tax bill, it is necessary to reset the September 9, 2024 Public Hearing date. Ms. Rigoni discussed the importance of advertising the correct meeting date and time, establishing a quorum and District Management's ability to meet the September 15, 2024 deadline to submit the tax rolls to the County.

The following change was made to Resolution 2024-05.

1st Whereas Clause: Change "September 9, 2024" to "September 12, 2024"

2nd Whereas Clause and throughout: Change "September 15, 2024" to "September 12,
2024"

On MOTION by Mr. DePaul and seconded by Mr. Cuningham, with all in favor, Resolution 2024-05, as amended, Amending Resolution 2024-03 to Re-Set the Date and Time of the Public Hearing to September 12, 2024 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411 on the Proposed Budget for Fiscal Year 2024/2025; Providing for Severability; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS**Discussion: Security Camera**

Mr. Cuningham asked if there is interest in installing a camera system in the hopes to deter vandalism and, if so, whether to engage a contractor or self-install the system.

Discussion ensued regarding suggested areas to install one or multiple cameras, camera locations, the ability to identify and hold trespassers vandalizing CDD property accountable, cost and prior instances of vandalism.

Mr. DePaul stated that, to address vandalism by the pool after dark and to address safety concerns, Hamilton Bay engaged Envera, to install an IR wireless camera by the pool and tennis courts, which is in the process of being installed.

Mr. DePaul will email Ms. Sanchez the company's contact information to obtain a proposal for the next meeting.

EIGHTH ORDER OF BUSINESS**Consideration of Lighting by Design 2024
Holiday Lighting Proposal**

Ms. Sanchez presented Lighting by Design Estimate #3824-TT with multi-year term options for the 2024 Holiday Lighting program. Ms. Rigoni reviewed the contract, which includes liquidated damages provisions in the multi-year contract and indemnification of the contractor, and she recommends adding a short form addendum to the contract.

Discussion ensued regarding the vendor correcting the CDD Management Company's contact information, submitting a 50% deposit with a signed contract and a turn off date range of January 6, 2025 to January 20, 2025.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, Lighting by Design Estimate #3824-TT for 2024 Holiday Lighting, the Option B 3-Year contract, in the amount of \$5,687 per year, subject to adding Ms. Rigoni's short form addendum to the contract, was approved.

NINTH ORDER OF BUSINESS

Consideration of Time Reserve Study Proposal

Ms. Sanchez recalled the decision to defer this until Mr. DePaul is present and because the project would not start until Fiscal Year 2025. She stated that she has worked with both vendors and does not recommend one over the other. She noted the following:

A. Dreux Isaac & Associates, Inc.

Proposal total is \$19,600.

B. Reserve Advisors

Proposal total is \$9,850.

Discussion ensued regarding the option to perform future reserve studies with or without a site visit, similar project scopes, determining why costs varied and having subsequent Reserve Studies performed every five years.

Ms. Sanchez recommended awarding the contract to the lowest bidder.

On MOTION by Mr. DePaul and seconded by Ms. Senior, with all in favor, the Reserve Advisors Proposal for Time Reserve Study Level 1, in the amount of \$9,850, with Ms. Rigoni drafting a form of Agreement, was approved.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of May 31, 2024

Mr. DePaul asked if the current month figure in the "Interest 5/1" budget line item on Page 4 is correct, causing it to exceed the budget. Ms. Senior asked why the "Repair/maintenance: pump station" and "lake maintenance" budget line items on Pages 2 and 3 exceeded budget. Ms. Sanchez will check with the Accounting Department and email the answers to the Board.

On MOTION by Mr. DePaul and seconded by Mr. Cunningham, with all in favor, the Unaudited Financial Statements as of May 31, 2024, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of May 13, 2024 Regular Meeting Minutes

Ms. Rigoni stated Lines 180 and 181 are not clear; she asked approval of the minutes in substantial form and stated that she will provide clarifying language after the meeting.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the May 13, 2024 Regular Meeting Minutes, in substantial form to be amended to update Lines 180 and 181, were approved.

TWELFTH ORDER OF BUSINESS

Discussion: Onsite Property Services Review

Ms. Sanchez distributed a package containing documents from Mr. King in response to District Counsel's demand letter and District Counsel's email response to Mr. Cuningham asking District Staffs' opinion as to what items are missing or if what Mr. King provided is sufficient, which were also emailed to the Board.

Asked to read District Staff's responses to Mr. Cuningham's email into the record, Ms. Sanchez stated that she did not have a copy of her response with her. In its place, she noted that Mr. Cuningham sent an email to District Staff asking if they believe what Joseph King has provided to the District is sufficient based on what was asked. Ms. Sanchez's response was that there appears to be some items missing based on what was requested and that, ultimately, it is the Board's decision to decide if it would like to accept what Joseph King has provided.

Ms. Sanchez read Ms. Rigoni's email response to Mr. Cuningham's email as follows:

"Ben, In my review, we are still missing the pest control license out of the requested documents. Jamie, I believe pest control pesticide application is part of landscaping scope, please confirm. List of CAM license provided are for Edwin B. King and Rachel Dawn King and, based on my review of the insurance certificate presented, it does not meet the minimal requirements and does not list the District, its Supervisors, Officers and Professional Staff as additional insured per the contract provisions."

Ms. Sanchez confirmed that the pest control pesticide application is part of the landscaping scope.

Ms. Rigoni stated that her review was based on what was provided via email in response to the demand letter; she did not have a copy of what Mr. King presented during the meeting.

A Board Member voiced his opinion that it appears the City and County licenses were obtained after the meeting and they do not appear to be renewals.

Board Members conveyed opposing opinions regarding King's Management, one being happy with King's Management's performance. Another wants to replace King's Management as Operations Manager, due to ongoing license and insurance issues, and suggested obtaining proposals for a licensed CAM Operations Manager. The Board Member recalled prior discussions about bifurcating vendors for Operations Manager and Landscaping services and suggested scheduling a Special Meeting in August to review proposals for Operations Manager.

Mr. Petrick offered to serve as Operations Manager for a few weeks until the CDD engages a new company.

Ms. Sanchez stated that, with the 30-day termination notice, services would end on August 7, 2024. As soon as she receives proposals, she will notify the Board to determine when to schedule a Special Meeting.

Mr. Cuningham was not in favor of terminating King's Management until Staff obtains proposals.

On MOTION by Mr. Petrick and seconded by Mr. DePaul, with Mr. Petrick, Mr. DePaul and Ms. Senior in favor and Mr. Cuningham dissenting, authorizing Staff to obtain proposals for on-site property management services, with the intent to replace King's Management for Field Operations Management within the 30-day Termination Notice, was approved. [Motion passed 3-1]

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

There was no report.

B. District Engineer: Craig A Smith & Associates

Mr. Caruso stated that the pump station software is working and he is very happy with the vendor sorting out the connection issue.

Mr. Cuningham provided the following updates regarding the stormwater pump station:

➤ On July 17, 2024, AWC will reset the water level flows to mirror what the Water Management Permit allows.

➤ A new contract with Florida Detroit Diesel necessitates doing several tests on the automatic transfer switch.

Ms. Sanchez stated she received the executed copy of the contract today and will email it to Mr. Cuningham this week.

➤ Once the South Florida Utilities contract was voided, he contacted the new company but they chose not to honor their contract, so he is looking to other company, possibly NWI.

C. Operations Manager: King's Management Services, Inc.

Mr. King asked about going out to bid to replace the fence around the lift station.

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

- **NEXT MEETING DATE: September 15, 2024 at 6:00 PM [Adoption of FY2025 Budget]**

- **QUORUM CHECK**

Ms. Sanchez stated that Supervisors Petrick and Senior and resident Bensy Sanon are qualified candidates running unopposed in the upcoming November 2024 General Election.

FOURTEENTH ORDER OF BUSINESS

Supervisors' Requests

Regarding the new Property Management Company, a Board Member suggested discussing having someone clean up the debris around the sound barrier walls along Jog Road.

The Board Members voiced their thoughts and suggestions about engaging a separate contractor, speaking to the Master Association or the Field Operations Manager, or temporarily hiring a labor company to clean up the debris.

The consensus was to temporarily hire a labor company and decide on a long-term solution at a future meeting.

FIFTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor, the meeting adjourned at 7:28 p.m.</p>
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Secretary/Assistant Secretary

Chair/Vice Chair

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS B



FLORIDA

DETROIT DIESEL-ALLISON



GENERATOR PERIODIC MAINTENANCE INSPECTION

☐ VISUAL INSPECTION☒ FULL SERVICE

Customer Name	Hamal Community Development District		Work Order #	FTP540244	
Address	3400 Celebration BLVD		Date	2/15/2024	
	West Palm Beach		Phone	561-686-3600	
Contact	Bruce		Email	Bruce@kingsmanagement.com	
Unit Location			Unit ID Number		
Engine Serial #	46058018	Engine Model #	4BT3.9-G4	HRS	100.4
Gen. Serial #	L000186917	Gen. Model #	DGCB-4493357	KW	60

SERVICE INFORMATION	Yes	No	PERFORMANCE EVALUATION	Sat.	Unsat.
Obtain oil sample	X		Starter motor (volt drop during crank)	X	
Obtain coolant sample	X		Engine smoke during start	X	
Obtain fuel sample		X	Gauges, meters, indicators	X	
Oil change	X		Battery chrg. Alternator	X	
Oil filter change	X		Fuel transfer pump (engine mtd.)	X	
Coolant filter change		X	Battery charger	X	
Fuel filter change	X		Engine coolant (condition and freeze point)	X	
Perform ATS test (functional)		X	Governor settings (stability and response)	X	
VISUAL INSPECTION	Sat.	Unsat.	Turbocharger (condition)	X	
Inspect generator bearing (lubricate if applicable)	X		Aftercooler (condition and leaks)	X	
Inspect generator windings	X		Safety devices (shutdowns/alarms)	X	
Inspect and clean generator rectifier bridge	X		Control panel (operation/condition)	X	
Inspect and clean crankcase breather	X		Jacket water heater	X	
Inspect and service start batteries	X		TEST READINGS		
Inspect belt tension (adjust if needed)	X		A/C voltage	240	
Inspect radiator/heat exchanger	X		A/C frequency	60	
Inspect air cleaners	X		A/C amperage	NA	
Inspect air inlet piping	X		Oil pressure reading	72	
Inspect exhaust manifold, piping and rain cap	X		Water temperature	160°	
Inspect coolant hoses/tighten clamps	X		Engine start time delay (sec.)	NA	
Inspect engine mounts/vibration isolators	X		Normal to emerg. Time delay (sec.)	NA	
Inspect wiring and connections	X		Emergency to norm. time delay (min.)	NA	
Inspect fuel system and daytank operation	X		Cool down time delay (min.)	NA	
Inspect and lubricate air flow louvers	X		Fuel tank level (%)	90%	
Clean dirt and dust from unit	X		Water present in fuel?	No	
			Universal Freeze Point	50%	-34 °F
			Additive	Pass	NA
			Nitrate		NA

COMMENTS/RECOMMENDATIONS:

Oil and coolant sample taken for analysis. Oil drained and replaced with new. Oil and fuel filters replaced with new. Visual inspection performed with no faults found. Fluids inspected and are all in normal operating range. Battery test performed and batteries tested great. Generator ran for 4 hours with no leaks found. 4 hour load bank test performed successfully. Generator left in auto.

FILTER INFORMATION

QTY	PART NUMBER
OIL FILTER	
BATTERIES	
OIL	
SECONDARY FUEL	
FUEL/ WATER SEPARATOR	
AIR	

ACKNOWLEDGEMENT

I, the undersigned, acknowledge receipt of services noted herein, including all labor, travel time, materials, equipment and/or parts,

Customer or Agent	DATE
<i>Lionel Bennett</i>	9/5/2024
Technician	DATE
	COMPLETED



FLORIDA

DETROIT DIESEL-ALLISON



STANDARD GENERATOR LOAD BANK TEST REPORT

DATE 9/5/2024
 CUSTOMER NAME Hamal Community Development District
 ENGINE SERIAL NO. 46058018
 GENSET MAKE Onan
 GENSET RATING 60 PHASING 3

SLS JOB#: 518390
 REPAIR ORDER#: FTP540244
 ENGINE MODEL#: 4BT3.9-G4
 GENSET SERIAL#: L000186917
 GENSET MODEL#: DGCB-4493357

LOAD TEST CONDUCTED AS FOLLOWS	1	Hour(s) @	30	%LOAD
	1	Hour(s) @	50	%LOAD
	2	Hour(s) @	70	%LOAD
		Minutes @		%LOAD

TIME		GENERATOR READINGS								ENGINE READINGS					ROOM READINGS		
Start (24hr)	HOUR METER	VOLTAGE			AMPERAGE			POWER		OIL PRESS.(PSI)	WATER TEMP (F)	ENGINE FUEL Temp (Deg)	ENGINE EXH TEMP (F)	BATT CHRGR RATE	INTAKE TEMP (F)	OUTSIDE TEMP (F)	
9:30		LINE A-B (V)	LINE B-C (V)	LINE C-A (V)	LINE A (A)	LINE B (A)	LINE C (A)	FREQ (HZ)	POWER (KW)								
Interval (min)																	
15																	
10:30	96.24	240	240	241	36	37	37	60.0		70	120			13.1	85°	89°	
10:45	96.39	240	240	241	36	37	37	60.0		65	150			13.1	85°	89°	
11:00	96.54	240	240	241	36	37	37	60.0		62	165			13.1	85°	89°	
11:15	97.09	240	240	241	36	37	37	60.0		60	170			13.1	85°	89°	
11:30	97.24	240	240	241	70	71	71	60.0		60	170			13.1	86°	90°	
11:45	97.39	240	240	241	71	71	72	60.0		60	170			13.1	87°	90°	
12:00	97.54	240	240	241	71	71	72	60.0		60	170			13.1	87°	90°	
12:15	98.09	240	240	241	71	71	72	60.0		60	170			13.1	89°	90°	
12:30	98.24	240	240	241	100	100	101	60.0		60	170			13.1	89°	90°	
12:45	98.39	240	240	241	100	100	101	60.0		60	170			13.1	89°	90°	
13:00	98.54	240	240	241	100	100	101	60.0		60	170			13.1	89°	90°	
13:15	99.09	240	240	241	100	100	101	60.0		60	170			13.1	90°	91°	
13:30	99.24	240	240	241	100	100	101	60.0		60	170			13.1	90°	91°	
13:45	99.39	240	240	241	100	100	101	60.0		60	170			13.1	90°	91°	
14:00	99.54	240	240	241	100	100	101	60.0		60	170			13.1	91°	91°	
14:15	100.09	240	240	241	100	100	101	60.0		60	170			13.1	91°	92°	
14:30	100.24	240	240	241	100	100	101	60.0		60	170			13.1	91°	92°	
14:45																	
15:00																	
15:15																	

TEST TECHNICIAN Lionel Bennett
 Signature: Lionel Bennett

WITNESS
 Signature:

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

HAMAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2024*	Regular Meeting	6:00 PM
November 7, 2024**	Regular Meeting	6:00 PM
December 9, 2024	Regular Meeting	6:00 PM
February 10, 2025	Regular Meeting	6:00 PM
March 10, 2025	Regular Meeting	6:00 PM
April 14, 2025	Regular Meeting	6:00 PM
May 12, 2025	Regular Meeting	6:00 PM
July 14, 2025	Regular Meeting	6:00 PM
September 8, 2025	Public Hearing and Regular Meeting	6:00 PM

Exceptions

**October meeting date is Columbus Day holiday*

*** November meeting date is earlier to accommodate Veterans Day holiday.*