

HAMAL

COMMUNITY DEVELOPMENT DISTRICT

April 14, 2025

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

April 7, 2025

Board of Supervisors
Hamal Community Development District

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

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Regular Meeting on April 14, 2025 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. Consideration of Allstate Resource Management, Inc. Estimates
 - A. Lake 2-Fountain 2 Motor/Pump
 - B. Lake 3-Fountain 3 Motor
5. Update: Request for Proposals for Landscape and Irrigation Maintenance Services
 - Addendum No. 1
6. Consideration of Ibero Property Management Corp Estimate 2104 for Jog Road General Cleaning
7. Consideration of Resolution 2025-03, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
8. Acceptance of Unaudited Financial Statements as of February 28, 2025
9. Approval of March 10, 2025 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Update: Legislative Updates

- B. District Engineer: *Craig A. Smith & Associates*
- Update: Service Contractor
- C. Operations Manager: *Ibero Property Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: May 12, 2025 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	BENSY SANON	<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: 131 733 0895

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

4A

ESTIMATE

Hamal Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

DATE: 4/03/25 TERMS: Balance due on installation DELIVERY: Four (4) weeks from date of acceptance

<u>Lake #2 – Fountain #2</u>		
<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
One (1)	10HP Submersible Fountain Motor	\$4,095.00
	• 230-volt, One-phase	
	• One-year Warranty	
	Installation & Materials	\$1,400.00
	Estimated Total:	\$5,495.00
	If Necessary:	
One (1)	Pump End for 10HP Fountain	\$4,795.00
	Total w/ Pump End:	\$10,290.00

Note: The condition of the pump end, cables and other submersed components is unknown, and will be evaluated when the unit is dismantled. If necessary, additional repairs will be quoted separately.

THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.

ALLSTATE RESOURCE MANAGEMENT, INC.

CUSTOMER ACCEPTANCE -

The above prices, specifications and conditions are satisfactory and are hereby accepted and the signers acknowledge that they are authorized to execute this document.

By: _____

By: _____

Dated: _____

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

4B

SERVICE AGREEMENT / FOUNTAIN EQUIPMENT

Hamal Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

DATE: 4/03/25 TERMS: Balance due on installation DELIVERY: Four (4) weeks from date of acceptance

Lake #3 – Fountain #3		
<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
One (1)	New Deluxe Motor Control Box for 10HP <ul style="list-style-type: none">• 230-volt, One-phase• One-year Warranty Installation	\$1,795.00
		<u>Included</u>
Total:		\$1,795.00

Note: The condition of the pump end, cables and other submersed components is unknown, and will be evaluated when the unit is dismantled. If necessary, additional repairs will be quoted separately.

THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.

ALLSTATE RESOURCE MANAGEMENT, INC.

CUSTOMER ACCEPTANCE -
The above prices, specifications and conditions are satisfactory and are hereby accepted and the signers acknowledge that they are authorized to execute this document.

By: _____

By: _____

Dated: _____

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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HAMAL COMMUNITY DEVELOPMENT DISTRICT

**Addendum No. 1 to the
Request for Proposals for
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Palm Beach County, Florida**

TO: Prospective Proposers
CC: Michelle Rigoni, District Counsel
FROM: Jamie Sanchez, District Manager
DATE: April 2, 2025

This **Addendum No. 1** pertains to the Hamal Community Development District (“District”) Project Manual for the above-referenced project originally issued on March 17, 2025 (“RFP”). This Addendum is issued to announce a change in proposal due date and time as follows:

CHANGE IN DATE AND TIME FOR PROPOSAL DUE AND PROPOSAL OPENING

- Proposals are now due by **12:00 p.m. (EST)** on April 18, 2025
- Proposal will now be opened at a public meeting held on at **12:15 p.m. (EST)** on April 18, 2025, at the District Manager’s Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431

No other changes to the RFP schedule are made at this time.

Any proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Wrathell Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431 Attention: Jamie Sanchez, in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum. All notices and protests must be in accordance with the District’s Rules of Procedures including but not limited to Rule 3.11.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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IBERO PROPERTY MANAGEMENT CORP

2500 Metrocentre Blvd Ste 8
West Palm Beach, FL 33407 USA
+15614200640
latoya@iberopropertymgmt.com
www.iberopropertymgmt.com

**ADDRESS**

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

SHIP TO

Hamal Community Development District
3400 Celebration Blvd
West Palm Beach, Florida
33411 USA

Estimate 2104**DATE** 03/13/2025

ACTIVITY	QTY	RATE	AMOUNT
General Cleaning -Perform Additional weekly drive by District clean up services 2 times Per week 4 Hours labor time minimum for a total of 32 hours Per Month with at lease 2 employee s. -Services to be Perform on Jog road area including but not limited to the east and west Side of Jog Road Area as per district Map . -Clean and remove all trash and junks and large derbies , and unlawfully advertisements from common area of the district to ensure a clean environment at all times . - Pack into dump truck , disregard appropriately . - Prices includes Dumping Fees and Cost	32	75.00	2,400.00

Thanks for providing us the opportunity to serve you. You will find an estimate containing each of the products and services we are proposing to complete your job or project. Please review the estimate and reply to this email at your earliest convenience. We look forward to doing business together.

SUBTOTAL	2,400.00
TAX	0.00

60% Deposit is required upon the approval of this estimate agreement. This is to cover time and materials to get the project on its way. All remaining balance is due at the completion of the project. This estimate is conditional and is subjected to change beyond reasonable drought due to unknown condition s and scope of work beyond agreed amount by both parties to this agreement.

If you have any questions or concerns, feel free to contact us. Best Regards,
Accounting Department
561-420-0640

TOTAL	\$2,400.00
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60% Deposit is required upon the Approval of this estimate agreement . This is to cover time and materials to get the project / job on its way . All Remaining balance is due at the completion of the Project . This Estimate is conditional and and is subjected to change beyond reasonable dough due to unknown conditions and scope of work beyond agreed amount by both Parties to this agreement

Accepted By

Accepted Date

60% Deposit is required upon the Approval of this estimate agreement . This is to cover time and materials to get the project / job on its way . All Remaining balance is due at the completion of the Project . This Estimate is conditional and and is subjected to change beyond reasonable dough due to unknown conditions and scope of work beyond agreed amount by both Parties to this agreement

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Hamal Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of April, 2025.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

HAMAL

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **04/14/25**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 900,425	\$ -	\$ 900,425
Investments			
Centennial	258,507	-	258,507
FineMark MMA	249,765	-	249,765
FineMark ICS	318,822	-	318,822
Iberia - MMA	25,252	-	25,252
Bank United	453,579	-	453,579
Revenue	-	692,834	692,834
Prepayment	-	1,025	1,025
Sinking	-	20,589	20,589
Optional redemption	-	281	281
COI	-	6,309	6,309
Due from Vista Lago Apartments	19,239	-	19,239
Due from Palm Beach Co. Schools	54,025	-	54,025
General fund	-	11,343	11,343
Deposits	135	-	135
Total assets	<u>\$2,279,749</u>	<u>\$ 732,381</u>	<u>\$ 3,012,130</u>
LIABILITIES			
Liabilities:			
Accounts payable off-site	\$ 2,221	\$ -	\$ 2,221
Accounts payable on-site	13,303	-	13,303
Due to other funds			
Debt service (series 2021)	11,343	-	11,343
Wages payable	353	-	353
Taxes payable	15	-	15
Total liabilities	<u>27,235</u>	<u>-</u>	<u>27,235</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	73,264	-	73,264
Total deferred inflows of resources	<u>73,264</u>	<u>-</u>	<u>73,264</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	732,381	732,381
Assigned			
3 months working capital	192,498	-	192,498
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	986,617	-	986,617
Total fund balance	<u>2,179,250</u>	<u>732,381</u>	<u>2,911,631</u>
Total liabilities and fund balances	<u>\$2,279,749</u>	<u>\$ 732,381</u>	<u>\$ 3,012,130</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 10,594	\$ 608,601	\$ 654,689	93%
Fair share agreement	-	-	46,302	0%
Interest & misc. income	929	8,560	1,500	571%
Total revenues	<u>11,523</u>	<u>617,161</u>	<u>702,491</u>	88%
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax	861	2,153	7,536	29%
Management/recording/accounting	3,671	18,353	44,048	42%
Trustee	-	-	4,350	0%
Legal	814	1,447	20,000	7%
Engineering	1,960	8,482	15,000	57%
Audit	-	8,900	9,084	98%
Arbitrage rebate calculation	-	-	1,250	0%
Postage	46	72	750	10%
Legal advertising	215	254	2,500	10%
Office supplies	-	-	250	0%
Contingencies	15	75	750	10%
Annual special district fee	-	175	175	100%
Insurance	-	7,798	8,500	92%
FASD annual dues	-	2,000	2,000	100%
Pump station/equipment insurance	-	11,790	14,000	84%
Reserve study	-	9,850	20,000	49%
Website	-	-	705	0%
ADA website compliance	-	210	210	100%
Dissemination agent	83	417	1,000	42%
Total administrative expenses	<u>7,665</u>	<u>71,976</u>	<u>152,108</u>	47%
Maintenance				
Telephone	207	1,012	2,040	50%
Field operations management	2,500	12,500	30,900	40%
Landscape maintenance				
Mowing, edging, pruning & weed control	9,110	72,870	112,604	65%
Turf replacement	-	-	20,000	0%
Mulch	-	11,520	29,120	40%
Insect, weed, fertilization	-	18,870	58,308	32%
Annuals removal, replacement, installation	-	-	15,914	0%
Tree pruning	-	-	28,138	0%
Irrigation system maintenance	-	2,908	8,988	32%
Irrigation repairs	-	2,934	12,360	24%
Capital outlay	-	-	30,400	0%
Landscape replacement	-	1,900	20,600	9%
Preventative maintenance: pump station	-	-	11,100	0%
Repair/maintenance: pump station	3,541	3,541	4,120	86%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	2,082	10,230	24,000	43%
Fountain maintenance	1,036	3,017	28,840	10%
Holiday landscape lighting	-	-	7,500	0%
Contingency	-	13,065	16,600	79%
Wall maintenance	-	-	15,000	0%
Utilities	7,687	35,048	63,860	55%
Uncoded Expenses	-	1,860	-	N/A
Total maintenance expenses	<u>26,163</u>	<u>191,275</u>	<u>540,392</u>	35%
Other fees and charges				
Property appraiser	-	-	1,141	0%
Information system services	-	2,030	2,030	100%
Tax collector	106	6,085	6,820	89%
Total other fees and charges	<u>106</u>	<u>8,115</u>	<u>9,991</u>	81%
Total expenditures	<u>33,934</u>	<u>271,366</u>	<u>702,491</u>	39%
Excess (deficiency) of revenues over (under) expenditures	(22,411)	345,795	-	
Fund balance - beginning	2,201,661	1,833,455	1,754,144	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	192,498	192,498	192,498	
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	986,617	986,617	561,646	
Total fund balance - ending	<u>\$ 2,179,250</u>	<u>\$ 2,179,250</u>	<u>\$ 1,754,144</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 FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 11,358	\$ 658,162	\$ 708,180	93%
Interest	2,351	3,848	-	N/A
Total revenues	<u>13,709</u>	<u>662,010</u>	<u>708,180</u>	93%
EXPENDITURES				
Principal	-	-	621,000	0%
Interest 11/1	-	43,010	43,010	100%
Interest 5/1	-	-	43,010	0%
Total expenditures	<u>-</u>	<u>43,010</u>	<u>707,020</u>	6%
Other fees and charges				
Tax collector	15	6,482	7,377	88%
Total other fees and charges	<u>15</u>	<u>6,482</u>	<u>7,377</u>	88%
Total expenditures	<u>15</u>	<u>49,492</u>	<u>714,397</u>	7%
Excess (deficiency) of revenues over (under) expenditures	13,694	612,518	(6,217)	
Fund balances - beginning	<u>718,687</u>	<u>119,863</u>	<u>103,023</u>	
Fund balances - ending	<u>\$ 732,381</u>	<u>\$ 732,381</u>	<u>\$ 96,806</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 on March 10, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

Present:

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

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni (via telephone)	District Counsel
Al Caruso	District Engineer
Joseph King	Operations Manager/Landscape Supervisor
Dwayne Barrett	Ibero Property Management Corporation
Corey Dwayne	Ibero Property Management Corporation

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:00 p.m.

Supervisors Senior, Sanon and Petrick were present. Supervisor Cuningham was not present at roll call. Supervisor DePaul attended via telephone.

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.

40

41 **FOURTH ORDER OF BUSINESS**42 **Discussion/Consideration:**
43 **Proposals**44 **Painting**

43

44 **A. RCI Painting**45 **B. Ibero Property Maintenance**

46 Ms. Sanchez reviewed the project scope and the warranty language for paint and labor
47 in each proposal.

48 Discussion ensued regarding the type of paint materials being used; permits not being
49 required; mold, mildew and algae build up on the walls; sealant applied to all exterior cracks on
50 the wall before painting and comparing warranty coverage of each bid.

51 Ms. Rigoni will prepare the standard CDD Agreement.

52

53 **On MOTION by Mr. Sanon and seconded by Mr. DePaul, with all in favor, RCI**
54 **Painting & Waterproofing Painting Proposal #26097, in a not-to-exceed**
55 **amount of \$71,475, was approved.**

56

57

58 **FIFTH ORDER OF BUSINESS**59 **Consideration of Authorization for Request**
60 **for Proposals for Landscape and Irrigation**
61 **Maintenance Services**62 **A. Evaluation Criteria**

63 Ms. Rigoni stated that the schedule and the Evaluation Criteria must be finalized today,
64 prior to advertising the Request for Proposals (RFP). Mr. Barrett and Ms. Sanchez reviewed and
65 deemed the Evaluation Criteria values sufficient, as it is the same as the version the CDD used
66 for prior bids.

67 **B. Request for Proposals**

68 Ms. Sanchez reviewed upcoming changes to the draft RFP to include emailing requests
69 for the bid package to Ms. Gillyard instead of to Ms. Sanchez; adding the optional, pre-proposal
70 meeting start time for 9:30 a.m. at the Briar Bay Clubhouse and submitting the Project Manual
71 to the offices of Wrathell, Hunt and Associates, LLC, instead of the Briar Bay Clubhouse.

72 Approval of these items occurred during Item 11A.

C. Draft Project Manual

Mr. Barrett distributed the updated Draft Project Manual and pointed out the latest updates compared to the version in the agenda. Ms. Rigoni stated that the scope of services in the RFP is based on Mr. Barrett's expertise in preparing the same. Ms. Sanchez stated that Mr. Barrett used the CDD's 2011 Project Manual to modify the Project Manual.

Regarding if Ibero Property Management Corporation (Ibero) can submit a bid, Ms. Rigoni replied no. Since Ibero prepared the Project Manual, it will appear to give them a competitive advantage over the other proposers. Mr. Petrick asked her to provide a legal analysis prior to the next meeting.

On MOTION by Mr. Sanon and seconded by Ms. Senior, with all in favor, the Draft Project Manual, in substantial form, was approved

Mr. Cuningham arrived at the meeting at 6:47 p.m.

SIXTH ORDER OF BUSINESS**Update/Discussion: Record of Payment to Glattli**

Discussion ensued regarding whether to seek reimbursement from Kings Landscaping Services (Kings) for services not rendered, due to the inability of Kings and Glattli Spray Service (Glattli) to provide the pest control contracts or records for services rendered to the CDD from 2023 and 2024, aside from the January 14, 2025 contract that was included in the last agenda.

Mr. Petrick asked Ms. Rigoni to review the Kings contract to determine the charges for pest control and fertilization services.

Ms. Senior pointed out the unusual circumstances Mr. King and the CDD are in with regard to obtaining supporting documents.

On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, authorizing District Counsel to issue a demand letter to Kings Landscaping Services for the amount of fertilization and pest control services that was provided to the District, authorizing District Counsel to review the contract to

determine the amount to include in the demand letter and designating the Chair to review and approve the demand letter in final form, were approved.

SEVENTH ORDER OF BUSINESS**Consideration of Lighting by Design 2025
Tree Trim Estimate #4360 TT**

Mr. Petrick presented the executed Lighting by Design three-year contract and Estimate #4360 TT for the 2025 Holiday lighting program. A 50% deposit is due at this time.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, Lighting by Design Estimate #4360-TT for 2025 Holiday Lighting, in a not-to-exceed amount of \$5,687, was approved.

EIGHTH ORDER OF BUSINESS**Ratification of Short Form Addendum to
Proposal for Stucco Repair**

Ms. Sanchez presented the Short Form Addendum to Proposal for Stucco Repair Services only, which was approved at the last meeting.

On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, Short Form Addendum to Ibero Property Management Proposal for Stucco Repair Services, was ratified.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of January 31, 2025**

Ms. Sanchez stated she would speak to Mr. Cuningham about the Financial Statements outside of a meeting.

On MOTION by Ms. Senior and seconded by Mr. Sanon, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

TENTH ORDER OF BUSINESS**Approval of February 10, 2025 Regular
Meeting Minutes**

The following changes were made:

Line 160: Change “seven” to “several”

Line 169: Delete “and for Mr. Barrett to call her about possibly covering the cost of the golf cart repairs.”

Lines 170 through 171. Change: “Mr. Petrick asked Ms. Senior to speak to Mr. Barrett about possibly entering into an Agreement with the CDD” to “Mr. Petrick asked Ms. Senior and Mr. Barrett to speak outside of a meeting”

On MOTION by Mr. Petrick and seconded by Mr. Cunningham, with all in favor, the February 10, 2025 Regular Meeting Minutes, as amended, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Ms. Rigoni stated she is monitoring the Florida special legislative session and will provide updates on matters that might affect CDDs. The Board should receive her firm’s weekly summary updates of what has occurred to date.

Ms. Sanchez reviewed the RFP schedule behind Item 5B.

On MOTION by Mr. Petrick and seconded by Mr. Sanon, with all in favor, the Evaluation Criteria, the Request for Proposals for Landscape and Irrigation Maintenance Services and the schedule, in final form, and authorizing Staff to advertise the RFP package based on the draft project manual, were approved.

B. District Engineer: Craig A. Smith & Associates

Mr. Caruso stated he is waiting on a call from a contractor about service. Finding a vendor is difficult as most want both the pump station maintenance and the emergency generator/submersibles under one contract. Mr. Petrick stated the CDD might have to consider switching the contract if Mr. Caruso’s efforts are unsuccessful.

C. Operations Manager: Ibero Property Management

Mr. Barrett reported on work recently completed or currently underway.

D. Landscaping Manager: Kings Management Services, Inc. - Landscaping Division

Mr. King stated that he, Mr. Barrett and Ms. Sanchez exchanged emails regarding the amount for pest control services. He only knew of six pest control services that were missed, since his father passed away. Mr. Petrick advised Mr. King to respond in writing to the CDD's demand letter.

Mr. Petrick stated he saw the Glattli document dated 2023 that Mr. King provided at the last meeting showing costs at \$400 to \$500 per month.

Ms. Sanchez stated the reason she did not approve the Glattli invoice at the last meeting is because she asked Mr. King to provide backup proving that the services were performed or to revise his invoice if he did not have supporting documentation.

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

- **NEXT MEETING DATE: April 14, 2025 at 6:00 PM**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the April 14, 2025 meeting.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Senior stated she took photographs today of debris that crews left behind on Friday; she is uncertain if they forgot to remove it or if this is a scheduling issue. Mr. King reviewed the schedule. To resolve this, Mr. Petrick stated that Mr. Barrett and Ms. Senior can discuss the issue with Nancy outside of a meeting or Mr. King can submit a proposal to increase debris pick up on Jog Road to three times a week.

A Board Member asked if the light to the left of the wall can run from dawn to dusk. He was advised to call the phone number on the Florida Power & Light (FPL) light pole.

Mr. Petrick asked Mr. Barrett to renew the CDD's No Trespassing Affidavit with the City of West Palm Beach, which allows the police to take action, replace the faded "No Trespassing" signs within the CDD and install new ones by the pumphouse and gate.

THIRTEENTH ORDER OF BUSINESS

Public Comments

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207 No members of the public spoke.

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209 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

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211 **On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,**
212 **the meeting adjourned at 7:41 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

219
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Secretary/Assistant Secretary

Chair/Vice Chair

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HAMAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 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 CANCELED	Regular Meeting	6:00 PM
November 7, 2024* CANCELED	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

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