

HAMAL

COMMUNITY DEVELOPMENT DISTRICT

July 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

July 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 July 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. Discussion: 2025 Maintenance Calendar
5. Discussion: Tree Trimming
6. Consideration of Ibero Property Management Corp Estimate 2140 [Mulch Installation]
7. Update: RFP for Landscape and Irrigation Maintenance Services [Revised Project Manual]
8. Presentation of Audited Financial Report for the Fiscal Year Ending September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024
9. Ratification of Ibero Property Management Corp Invoice SAJ3313 [Tree Removal and Replacement Services]
10. Acceptance of Unaudited Financial Statements as of May 31, 2025
11. Approval of May 12, 2025 Regular Meeting Minutes

12. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Craig A. Smith & Associates*
- C. Operations Manager: *Ibero Property Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: September 11, 2025 at 6:00 PM [Adoption of FY2026 Budget and Assessments]

○ 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

13. Supervisors' Requests

14. Public Comments

15. 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

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2025 Hamal CDD Maintenance Calendar

	Landscaping Tuesday	Tree Trimming/ Pruning	Mulching	Pest Control	Fertilization	Lake Maintenance	Fountain Maintenance	Backflow Certifications	Pump House Generator Maintenance	Pump Station Maintance	Catch Basins /Storm Drain Cleaning Maintennace	Holiday Lighting	Reserve Study	Annual Budget Mtg
Frequency	48 x	2x	1x	12 x	4x	12x	4X	1x	2 X	12X	2X		Every 3 years	1x
January	4X			X		4X				X				
February	4X			X		4X			1X Visual Inspection	X				
March	4X			X	X	4X	X			X				
April	4X			X		4X		X		X				
May	4X	Pruning 1X		X		4X				X				
June	4X		X	X	X	4X	X			X				
July	4X			X		4X				X	Recommend 1X			
August	4X			X		4X			1X Annual Inspection	X				
September	4X			X	X	4X	X			X				X
October	4X	1X	X	X		4X				X		X		
November	4X			X		4X				X				
December	4X			X	X	4X	X			X				
NOTES										Can be done every 2 years			Every 3 years	

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 2140**DATE** 05/21/2025**ACTIVITY****QTY****RATE****AMOUNT**

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 is subjected to change beyond reasonable doubt due to unknown conditions and scope of work beyond agreed amount by both Parties to this agreement

ACTIVITY	QTY	RATE	AMOUNT
Mulch Installation Perform one time Mulching Services responsible for purchasing and applying mulch throughout the entire Hamal District property .	1	12,800.00	12,800.00
<p>*****Benefits:*****</p> <ul style="list-style-type: none"> - Enhances the visual appeal of the property - Helps retain soil moisture and reduce weed growth - Improves overall landscape health and longevity - Adds value to the community and enhances resident satisfaction - This role is essential in maintaining the aesthetic appeal, soil health, and moisture retention of the landscape within the Hamal Community District area . 			
<p>*****Timeline:*****</p> <p>The mulch purchase and application will be scheduled at a time that is convenient f within a timeframe that minimizes disruption .</p>			
<p>*****Scope of Work:*****</p> <ol style="list-style-type: none"> 1. Mulch Selection: I will work with you to select high-quality mulch that suits the landscaping design and color scheme of the property. 2. Quantity Calculation: I will calculate the required quantity of mulch based on the total area to be covered and ensure adequate supply for the entire property. 3. Mulch Application: I will coordinate the delivery and spread of the mulch across the designated areas, ensuring even coverage and proper application techniques. 4. Cleanup and Disposal: After the mulch is applied, I will ensure that the work area is cleaned up, excess materials are properly disposed of, and the property is left in a neat and tidy condition. 			
<p>*****Description *****</p> <ol style="list-style-type: none"> 1. Procure an adequate amount of mulch based on the District landscape requirements and preferences. 2. Coordinate with the board to determine the type, color, and quantity of mulch needed for the property. 3. Deliver the mulch to the designated areas within the Hamal District property. 4. Prepare the ground by removing weeds, debris, and old mulch before applying new mulch. 5. Apply the mulch evenly and at the appropriate depth to ensure proper coverage and landscaping enhancement. 6. Edge flower beds and tree bases neatly to enhance the overall appearance of the mulched areas. 7. Clean up any excess mulch and debris after the application process to maintain a tidy and professional-looking landscape. 8. Ensure proper disposal or recycling of any waste generated during the mulching process. 9. Install all to completion throughout the community per scope and quality . 			

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

TAX

12,800.00

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

\$12,800.00

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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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: June 20, 2025

This **Addendum No. 1** pertains to the Hamal Community Development District (“District”) Project Manual for the above-referenced project originally issued on June 3, 2025 (“RFP”). This Addendum is issued to announce a change in proposal due date and time as follows:

CHANGE IN DATE AND TIME FOR QUESTIONS DEADLINE AND PROPOSAL DUE AND PROPOSAL OPENING

- All questions are now must be received no later than 5:00 p.m. July 22, 2025
- Proposals are now due by 12:00 p.m. (EST) on July 29, 2025
- Proposal will now be opened at a public meeting held on at 12:15 p.m. (EST) on July 29, 2025, at the District Manager’s Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431

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, Suite 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.

PROJECT MANUAL

FOR

**LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES**

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
City of West Palm Beach, Florida**

Date of Issue: June 3, 2025 at 9:00 a.m. (EST)
Due Date: July 1, 2025 at 12:00 p.m. (EST)

PROJECT MANUAL
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I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS HAMAL COMMUNITY DEVELOPMENT DISTRICT City of West Palm Beach, Florida

Notice is hereby given that the Hamal Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email only to Daphne Gillyard (gillyardd@whhassociates.com) (“**District Manager’s Office**”). In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape and irrigation maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

The **optional, pre-proposal** meeting will be held on June 10, 2025, at 9:30 a.m. (EST), at project site, located at Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

Firms desiring to provide services for this project must submit seven (7) copies of written proposal **AND** an electronic copy in a PDF format on a flash-drive no later than **July 1, 2025, at 12 p.m. (EST)** to offices of Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431, Attention: Jamie Sanchez. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation criteria or process, or any other issues or items relating to the Project Manual (collectively, “RFP Documents”), must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of this Request for Proposals or after prospective proposer picks up the proposal, whichever is later. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a 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 the RFP Documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager’s Office.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District

explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities, or award the contract in whole or in part to one or more proposers, all as the District, in its sole discretion, determines it is in the best interest of the District to do so. Notwithstanding the foregoing, please note that proposals received from firms failing to meet the following minimum qualifications will not be considered or evaluated:

- (i) hold all required applicable state professional license in good standing;
- (ii) hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation.

All proposals will be publicly opened at a meeting of the District to be held at **12:15 p.m. (EST), July 1, 2025**, at the District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Manager's Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by phone at (561) 571-0010 or by email at sanchezj@whhassociates.com.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (561) 571-0010, at least 48 hours before the meetings. 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 Office.

Any and all questions and/or inquiries relative to this project shall be directed in writing by e-mail only to District Manager's Office at gillyardd@whhassociates.com with a copy to District Counsel at michelle.rigoni@kutakrock.com. All questions must be received by June 20, 2025, at 5:00 p.m. (EST) in order to be considered by the District.

Hamal Community Development District
Jamie Sanchez, District Manager

II. INSTRUCTIONS TO PROPOSERS

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

City of West Palm Beach, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“**Proposal**” or “**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than **July 1, 2025, at 12:00 p.m. (EST)**, at District Manager’s Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431, Attention: Jamie Sanchez.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
June 3, 2025	RFP Notice is issued.
June 3, 2025 starting 9:00 a.m.	RFP package available for pick up by email to Daphne Gillyard (gillyardd@whhassociates.com) (“District Manager’s Office”)
June 3, 2025 to June 19, 2025	Site inspections available; by appointment only; request appointments to District Manager via e-mail only.
June 10, 2025 at 9:30 a.m.	Optional pre-proposal meeting at project site
June 20, 2025 at 5:00 p.m.	Deadline for questions.
July 1, 2025 at 12:00 p.m.	Proposals submittal deadline.
July 1, 2025 at 12:15 p.m.	Public meeting to open bids.
July 14, 2025 at 6:00 p.m.	Board Meeting to evaluate proposals received.

3. **OPTIONAL PRE-PROPOSAL MEETING.** There will be a pre-proposal meeting beginning at **9:30 a.m. (EST) on June 10, 2025**, and located at Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. Pre-proposal meeting is optional but highly encouraged. Proposers are encouraged to make on-site visits to gain an understanding of the scope of the area to be served. Proposers are assumed to be familiar with the area and any features of the maintenance area that may affect the services. Ignorance on the part of a proposer will in no way relieve it from its responsibilities for a full provision of the requested services.

4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the Proposal shall bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his/her authority to do so. All Proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.

5. [RESERVED]

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied itself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this Proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual" and any addenda thereto, will be available from the District Manager's by sending an email to Daphne Gillyard at gillyardd@whhassociates.com beginning **June 3, 2025 at 9:00 a.m. (EST)** Proposers are encouraged to obtain the Project Manual prior to the optional pre-proposal meeting.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole

and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District. Furthermore, the Proposer shall submit satisfactory evidence that the Proposer meets the following minimum qualifications:

- (i) hold all required applicable state professional license in good standing;
- (ii) hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to District Manager's Office at gillyardd@whhassociates.com with a copy to District Counsel at michelle.rigoni@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. The deadline to submit questions is June 20, 2025 at 5:00 p.m. (EST) via email only to addressees provided herein. **Questions received after June 20, 2025, at 5:00 p.m. will not be answered.** Answers to all questions will be provided to all Proposers by e-mail. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit seven (7) hard copies and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Hamal Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All Proposals will be publicly opened **July 1, 2025, at 12:15 p.m. (EST)**, at District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the Proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal and the Affidavit for Integrity in Public Contracting and Purchasing, E-Verify, and Non-Collusion.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.

- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed Proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the Proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Proposals, in its sole and absolute discretion, make modifications to the work, and waive any technical errors, informalities or irregularities in Proposals, or award the contract in whole or in part to one or more Proposers, all as the District, in its sole discretion, determines it is in the best interest of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to

commence work on or about August 18, 2025, or on such other date as may be specified by the District in a written notice to proceed or the final contract. The contract shall be for a specified term and, upon expiration or termination of any existing contract for landscape and irrigation maintenance services; Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total Proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract or its subcontractor's(s') negligence, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The Proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced Proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed ninety (90) days from

the date of Proposal opening for the purposes of reviewing the Proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted Proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the Proposal score or the disqualification of the Proposal response.

24. COLLUSION. Proposers shall be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the Proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this Proposal and the Proposer's authorized signature affixed to the Proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the Proposal notice, the Proposal instructions, the Proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the first advertisement of this Request for Proposals or after prospective proposer picks up the proposal, whichever is later, and any protest relating to a decision regarding a contract award or rejection of Proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a 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 aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Jamie Sanchez at sanchezj@whhassociates.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or a Proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a Proposal rejection or Proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of Proposal preparation from the District, regardless of the outcome of any protest.

31. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must meet the minimum qualifications stated in Section 9 of this Instructions to Proposers section of the Project Manual. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically

disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

III. EVALUATION CRITERIA

HAMAL COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

1. Personnel & Equipment (30 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (15 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE

CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on July 14, 2025, at 6:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Hamal Community Development District’s (“District”) request for Proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or Proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the Proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the Proposal notice, Proposal instructions, the Proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

HAMAL
COMMUNITY DEVELOPMENT DISTRICT
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, #410W, Boca Raton, Florida 33431
on or before July 1, 2025, at 12 p.m. (EST)

TO: Hamal Community Development District

FROM: _____
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Hamal Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

I, _____ REPRESENTING _____ Company
and/or Corporation ("Proposer"), agree to furnish the services required in the
scope/specifications at the following prices:

I. Contract Proposal Amount: \$ _____
*(Please provide an aggregate of
all five years of pricing)*

Annual Total, Year 1: \$ _____

Annual Total, Year 2: \$ _____

Annual Total, Year 3: \$ _____

Annual Total, Year 4: \$ _____

Annual Total, Year 5: \$ _____

II. Proposer Information

NAME OF PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ____ No ____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

- *What are the Proposer’s current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*

Yes ____ No ____

If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2024 = _____

2023 = _____

2022 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance*

contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Served: _____

Reason for Termination: _____

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident _____

- Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ____ No ____ If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:*

PROPOSAL FORM PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form. Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Please note that all line items must be completed as indicated; leave no blanks.

Contractor Name: _____ Contact Name: _____
Address: _____ Phone: _____

CATEGORY	FREQUENCY	UNIT	PRICE
Landscape Maintenance Services			
Turf, Shrubbery & Palm Maintenance Including Mowing, Edging, Pruning & Weed Control	48 Times Per Year	Annual	
Fertilization, Insects, Weeds,			
Turf, Shrubbery & Palm Maintenance Ground Cover & Flowers	4 X Times	Annual	
Pest Control	12 Times	Annual	
Annuals			
Annuals Removal, Replacement, & Installation (including topsoil)	As Needed	Seasonal	
Irrigation System Maintenance			
Wet Check Services & Repairs	2 X Per Month	Annual	
Additional Services			
Turf Replacement	As needed	Square feet	
Mulch	2 Times Per year	Lump sum	
Tree Maintenance			
Hardwood Pruning Services	1 X Per year	Lump sum	
Royal Palm Trees Maintenance inspections and Treat	1 X Per Year	Lump sum	
Storm Damage Remediation			
Remove Debris		Man Hour	
Straighten & Re-erect Trees		Per Tree	
Irrigation		Man Hour	

Checklist of attachments to be submitted in accordance with the Proposal:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ Detailed Description of Firm, ▪ Owners, Key Employees ▪ License and Certifications | <ul style="list-style-type: none"> ▪ Equipment List ▪ List of Subcontractors ▪ Similar Contract Listing |
|--|--|

Signature: _____

Date: _____

Print Name: _____

**PROPOSAL FORM
SIGNATURE PAGE**

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from

submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Hamal Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025, by and between:

HAMAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Lee County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal in response to the District's request for proposals for landscape and irrigation maintenance services and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A ("Work")**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B ("Landscape Maintenance Area")**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work

actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. Rain Days. In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor’s services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence

with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from _____, 2025, to _____, 2026 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars (\$_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto,

Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. *Payments by the District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. *TERMINATION.* The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or

liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent

Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's

obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. 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.

F. Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. 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 Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and

Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions

contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. 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. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Palm Beach County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SANCHEZJ@WHHASSOCIATES.COM, (560) 571-0010, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

N. 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.

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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.

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

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

R. *E-Verify.* The Contractor agrees that it 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 Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. *STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.* Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;

- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

DETAILED SPECIFICATIONS

1.01 Scope of Work

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of the landscape area as detailed below:

1.02 Maintenance Specifications

- a. Not less than forty-eight (48) hours before applying or placing any fertilizer, the Contractor shall notify the Authorized District Representative of the time and date that the Contractor will apply for fertilizers. Failure on the part of the Contractor to notify the Authorized District Representative shall result in the Contractor forfeiting any and all rights to payment for the applications made without notification.
- b. Additional nutrients may be required, augmenting the fertilization programs to keep turf, plant material, and trees uniformly GREEN, healthy, and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and notify the Authorized District Representative when these additional applications are needed and executed.

1.02.1 Turf Maintenance

- a. Grass mowing will be required forty-eight (48) times each year. At times, the frequency or mowing shall be modified when fertilization causes "flashes," requiring more frequent mowing or when the production of seed heads mars the appearance of the turf. The Contractor shall, weather permitting, mow the grass when the grass height reaches 1.3 times the desired cut height.
- b. Grass clipping shall be either bagged & removed or mulched into the turf. Streets, curbs, sidewalks, bike paths, plant beds, and borders shall be maintained free of grass clippings.
- c. Weather permitting, mowing operations shall be completed within one (1) Working day.

1.02.2 Edging

- a. Mechanical edging of all turf grass areas next to curbs, streets, sidewalks, bike paths, beds, and borders shall be done at least every cut to prevent grass encroachment over hard surfaces or onto beds or borders.
- b. Chemical edging shall not be permitted unless written approval is secured from the Authorized District Representative.
- c. Dirt, trash and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the Working Day.

1.02.3 Turf Fertilization

The following fertilization schedule shall be followed:

- a. Bahia - Not less than four applications per year.
- b. St. Augustine Floratam - Not less than five applications per year.
- c. Fertilizers containing iron shall be removed from curbs, roads, or walks to avoid staining before the sprinklers are activated after applications are needed and executed.
- d. Fertilizer shall be watered in promptly after application.
- e. The Contractor shall be responsible for the fertilizer application method. If any turf is badly damaged or killed by excessive fertilizer, the Contractor shall replace it at his expense.
- f. The fertilization mixture may be adjusted based on changes in landscape conditions and climate variances. Any adjustments to the mixture must first be approved in writing by the owner or authorized representative.

1.02.4 Weed Control

- a. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins. Application times shall be appropriate for seed germination, depending on whether the grasses are summer or winter annual.
- b. Annual grass, annual broad-leaf weeds, perennial broad-leaf weeds, and sedges may be treated in Bahia turf with post-emergent herbicides.
- c. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.
- d. Mowing intervals set forth above in the "Turf" Section may be relaxed during herbicidal treatment periods, with the written approval of the Authorized District Representative.
- e. If District turf is contiguous to grasses of another variety, the Contractor shall take care to avoid injury to such turf.
- f. The contractor shall always keep all planted areas free of weeds. This includes the bases of trees and shrubs, beds, and borders. In general, weeds shall be removed by hand from these areas. Chemicals that may cause plant injury, decline, or death shall not be used.
- g. Mechanical treatment may be necessary if and when directed by an Authorized District Representative.

1.02.5 Insects and Pest Control

a) Turf

a. An insect and pest control program designed to prevent damage to Bahia and St. Augustine turf will be provided by the Contractor on an "as needed" basis or whenever requested by the Resident Project Representative for the District. Particular attention to damage by mole crickets, sod webworms, and armyworms will require that control programs be initiated promptly. The program should also control pests such as fire ants, chiggers, fleas, ticks, white grubs, billbugs, spittlebugs, millipedes, earwigs, and sowbugs.

b. Trees and Shrubs When insects such as white flies, scales (lobate lac scale), stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers, or others, are detected on landscape plants, the Contractor shall apply the appropriate control measures. These may be general-purpose sprays or systemic insecticides, and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. An application of Merit between October and February for the treatment of the Royal Palm Bug on Royal Palm trees is required.

b) the Contractor shall use a mechanical control method, biological controls, or other non-chemical methods whenever possible. The number of sprays per year needed cannot be predicted. However, The Contractor must provide an allowance in his proposal to plan for insect control. Some plants will require no spray; others will require repeated sprays to control pests such as, but not limited to, scale or caterpillars. The Contractor shall plan for an average of two sprays for all plants.

1.02.6 Disease Control

a. Contractors shall apply at least 3 sprays per year to all plants known to be susceptible to the most common disease such as but not limited to: Brown Patch and Dollar Spot, Grey Leaf Spot, Ruse and Helmenthosporium of St. Augustine. The contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. The authorized district representative will be informed of all such activities or problems.

b. Tree and shrub fungicides shall be applied to assist in the prevention of diseases on susceptible species. In some cases, sprays or injections will be applied to combat other living agents such as bacteria, viruses, microplasmas, algae, nematodes, or virions. The Contractor for the given situation shall use the best method of control. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants, not eradicated.

c. Diseases that commonly attack plants include Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The Contractor shall apply preventative measures as needed.

- d. If diseases are diagnosed that have no known method of control, the Authorized District Representative shall be notified promptly. The plant shall be removed and destroyed offsite if the disease is confirmed. In some cases, the Contractor shall remove infected soil and replace it with new soil before replacing the diseased plant.
- e. The Contractor shall assume full responsibility for spray damage to plants, property, or persons. The applicant shall be properly trained and licensed for commercial spraying. A photocopy of his license shall be provided to the Authorized District Representative prior to any applications. Diseases of Sabals include leaf scab, phytophthora bud rot, black mildew, and manganese. The Contractor shall take prompt action to control these conditions by spraying them with the appropriate chemicals.

1.02.7 Shrubs, Trees, Palms and Annuals Fertilization

- a. The Contractor shall fertilize all trees, palms, shrubs, ground covers, and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- b. The number of fertilizer applications per year for shrubs, trees and palms will normally be three (3), but annuals may require more applications, as noted below.
- c. A complete acid fertilizer such as an 8-4-8 organic with micronutrients shall be applied in February, March and September/October and at other times as the district requires.
- d. Landscape Plantings shall be fertilized as follows:
 - Annuals and Bedding Plants - Apply 1-1 1/2 lbs. per 100 sq. ft. Osmocote before planting and follow at two-week intervals with the application of 20-20-20 liquid fertilizer at the rates directed by the manufacturer.
 - Small Shrubs and Ground Covers - Apply 1-1 1/2 pounds per plant.
 - Medium shrubs - Apply 1-1 1/2 pounds per plant.
 - Large Shrubs - Apply 1-1 1/2 pounds per plant.

Distribution: The fertilizer shall be well scattered in an area halfway between the stem and the drip line of the circumference and at an equal distance beyond the circumference. It shall be distributed as evenly as possible by hand or by a special mechanical applicator.

- The Contractor shall apply fertilizers to turgid plants and water in the fertilizer promptly and thoroughly after application.
- Fertilizer, which lands on leaves, shall be shaken off or hosed off leaves.

- Trees - measure the tree four feet above the ground and apply one-half pound of fertilizer per inch of caliper per year. Do not apply fertilizer within two feet of the trunk of a small tree or within four feet of the trunk of a large tree. (Maximum of 10 lbs.)
- Palms - apply a 10-5-10 analysis fertilizer with an organic nitrogen content and trace elements (Mn, Ma) at the rate of one-half pound per inch of caliper per year. (5 to 10 pounds, maximum).
 - Distribution: Apply a deep root application with a 30-10-7 or granular on trees applied at drip line or stakes.
- e. Any adjustment to the mixture or to the amount applied must first be approved in writing by the owner or authorized representative.

1.02.8 Pruning

- a. All pruning not performed at ground level or with the use of a ladder must be performed through the use of a bucket truck. The use of tree-climbing spikes shall not be permitted.
- b. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The Resident Project Representative shall be made aware of all pruning activities.
- c. Pruning shall also include the removal of dead, broken, or diseased trees, palms, shrubs, or ground covers. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed.
- d. Pruning shall include the removal of inward-growing branches, water suckers, and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.
- e. The Contractor shall do major pruning to shape individual plant species and/or to renew the vigor of the particular plant species.

Major pruning will be done on the following schedule (as applicable):

- Tree pruning must be either in May or October, as determined by the Authorized District Representative, to be completed within 2 weeks from commencement, in accordance with pruning standards for shade trees as Class I & II Fine and Standard Pruning.
- Starting the week after the traditional Easter Holiday, trim all ornamental grasses (Fountain Grass, Fakahatchee) to the ground.
- Follow the completion of the ornamental grass pruning with pruning on Thryallis, Blue Sage, Wax Myrtle, and Silver Buttonwood and other non-flowering shrub species.
- In June, all Asparagus Springeri beds should be pruned by trimming to the ground, followed with an application of 8-4-8 acid fertilization at the rate of 1 to 1 1/2 pounds per 100 sq. ft. of bed area. A light top dressing of mulch should then be applied over the entire bedding area.

- An additional pruning may be required in July/August of the Blue Sage. Its growth rate will determine this.
- Palms and related plants shall be pruned in August and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescences shall be removed at the same time. Do not remove all green, healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescences), and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.
- f. When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract.
- g. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an as needed basis. Minor pruning shall occur at least monthly.
- h. The Contractor shall prune vertical growth at a 45-degree angle. Branches shall be removed flush with the trunk. Tree branches shall be removed to a height of seven (7) feet on trees large enough to sustain such pruning.
- i. Dead palm fronds of any height shall be removed monthly.
- j. The Contractor is required to remove all pruned materials and debris from the site each day.
- k. Plant materials, including landscape lighting, accent fixtures, and signage, shall be trimmed on a regular basis.
- l. Hedge trimming shall be performed at a minimum monthly from May through October, bi-monthly from November through April, or more frequently as directed by the Authorized District Representative.

1.02.9 Water, Irrigation and Sprinklers

- a. The Contractor shall make all adjustments, repairs, and replacements required. Repairs shall be made within 24 hours of notification by the Authorized District Representative.
- b. The Contractor agrees to replace any part of the irrigation system damaged by his landscaping crew, including sprinkler heads and pipes at his expense.
- c. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the "moist" zone on the meter.
- d. "Pop-Up" risers shall be added as needed in bed areas to ensure that water is supplied to the entire shrub area and is not blocked or deflected by growing plants.

- e. The Contractor shall inform the Authorized District Representative immediately of any serious problems in the irrigation system.
- f. The Contractor shall perform a "Wet check" of the entire system a minimum of once per month.

This monthly evaluation will cover the following:

- Activate all zones for a quality check.
 - Clean clogged heads.
 - Adjust nozzles for proper trajectory.
 - Cut turf around the rotor and mist head for maximum performance.
 - Check for proper operation of valves.
 - Service and adjust time clocks for seasonal watering patterns.
 - Service and monitor pump stations and motors.
 - Monitor and maintain canal screens and suction lines.
 - Provide a written irrigation quality report delivered in electronic format to an Authorized District Representative.
- g. The amount of watering time shall be adjusted periodically to reflect the needs of the season.
 - h. All turf and other irrigation shall be between 6:00 P.M. and 7:00 A.M. unless otherwise approved in writing by the Resident Project Representative and in compliance with any rules and regulations regarding water use by any governmental agency.
 - i. It shall be clearly understood and agreed by the Contractor that all irrigation and sprinkler systems, including all necessary appurtenances to maintain the said system, shall be the Contractor's responsibility. Damage by others will not relieve the Contractor of his responsibility to maintain the turf, shrubs, trees, ground covers, and annuals in a healthy condition.

1.02.10 Mulching

- a. Mulch shall be replenished in Fall and Spring, or at the request of the Owner or Owner's Representative as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be kept six inches away from the base of all tree and palm trunks and three inches away from the base of all shrub stems. The depth of mulch shall be maintained at a two-inch depth. If mulch build-up occurs greater than the two-inch depth, the existing mulch shall be removed and the area re-mulched to the proper two-inch depth. Mulch shall be Eucalyptus mulch or shredded cypress, Grade B.
- b. Areas to be mulched are defined as any area around shrubs, trees, and flowers where the turf has been removed and bare ground is exposed.

1.02.11 Seasonal Plantings

All ground covers and all flowering annuals shall be maintained by the Contractor in an attractive, healthy, disease and pest free condition. Locations for planting of annuals will be predefined as an addendum to this document.

Annuals shall be inspected frequently to ensure adequate:

1. Moisture requirements. Water to the field capacity, then let dry before the next watering.
2. Protection from insects and disease. Spray for worms and fungus as required.
3. Protection from weed crowding. Pull all conspicuous weeds.
4. Nutrients: apply foliar spray if a quick fix is needed; otherwise, fertilize through the plant cycle.
5. Replacement; Annuals shall be replaced three (3) times during the year in October, February, and June, or as directed by the Authorized District Representative. All such replacement plants must be approved by the Authorized District Representative before planting.

After plants are planted, maintain a light (1") topping of shredded cypress, Grade B, mulch or Eucalyptus mulch.

The mulch should be incorporated into the soil just prior to the next seasonal planting. Additional mulch should then be added (top-dressed) immediately following the next planting.

Failure on the part of the contractor to get written approval from the owner or authorized representative prior to any new plantings shall result in the contractor forfeiting any and all rights to payment for the plantings.

1.02.12 Trash Removal

The contractor shall maintain road rights of way, easements, and landscaped areas in a trash-free condition always and shall respond to specific requests from the Authorized District Representative within twenty-four (24) hours. Trash shall be removed at every visit. Every effort shall be made to remove waste from easily visible areas and also behind shrubs and plantings.

The Contractor will provide the services of one employee, two days each week, for a maximum of five (5) hours each day unless the district authorizes more hours. Such an employee is to be designated by the Contractor and approved by the district. The employee shall be the same individual each week unless the district authorizes a change, or a change is due to sickness. The services provided under this Section shall be performed on days other than when the Contractor is on-site performing its obligations under the other provisions of this Agreement.

- a. The contractor shall provide the employee, at its expense, with a suitable work vehicle, utility cart, or similar cart and all tools necessary to perform the employee's tasks and to safely travel on or about the district's property.

- b. Contractors shall have employees remove all trash and debris from all Hamal turf areas and from along and within a reasonable distance from the shoreline of all lakes or ponds located within the Hamal District. Debris to be removed shall include construction debris, consisting of but not limited to pieces of concrete, roof tiles, lumber and other construction materials, tree branches and any other fallen or damaged vegetation, household trash, and items discarded from passing vehicles. The contractor shall be responsible for the proper disposal of all trash and debris.

1.02.13 Storm Damage

Periodically, the District may be hit with hurricanes or tropical storms or even high winds, which cause damage to landscaping. The contractor shall respond to such an event (as described below) within twenty-four (24) hours of the end of the storm WITHOUT waiting for a request from the Authorized District Representative. If possible, an Authorized District Representative will coordinate with the Contractor to assess the magnitude of damage before work is performed. If an Authorized District Representative is not available, the Contractor will digitally photograph the damage, and work will commence immediately. The absence of a Representative is NOT a reason to delay repairs. The contractor will then deliver photographs in electronic format to the authorized district representative as soon as possible. If an authorized district representative is unavailable, photos must be taken before work commences to receive payment for work.

- a. The contractor shall remove storm damaged debris. The contractor shall quote an hourly rate for the removal of debris. This amount will not be part of the annual contract fee and will only apply in the event of a storm.
- b. The contractor shall straighten all trees that are leaning as a result of the storm and stake or brace them in a manner appropriate to the size of the tree. The contractor shall quote a standard cost per tree to straighten trees. This amount will not be part of the annual contract fee and will only apply in the event of a storm.
- c. The Contractor shall re-erect fallen trees and stake or brace them in a manner appropriate to the size of the tree. The area the tree occupies shall be dug out properly to reseat the tree on the earth firmly. Pulling the tree vertically without re-burying the roots is not acceptable. Soil will be added around tree roots as necessary. The contractor shall quote a standard cost per tree to re-erect trees. This amount will not be part of the annual contract fee and will only apply in the event of a storm.
- d. The contractor will replace the turf damaged by the storm. The contractor shall quote a standard cost per unit area to repair turf. This amount will not be part of the annual contract fee and will only apply in the event of a storm.
- e. Contractor shall repair any damage to the irrigation system as a result of the storm. The contractor shall quote a standard hourly cost-plus material at a cost to repair the irrigation system. This amount will not be part of the annual contract fee and will only apply in the event of a storm.

- f. Any landscaping-related damage not covered in this section shall be undertaken by the Contractor after the Contractor and Authorized District Representative meet after the storm to assess the damage and arrive at a mutually agreed price to repair said damage.
- g. If the district finds it necessary to file a claim with FEMA or any other governmental entity. The contractor shall be familiar with FEMA, STATE or COUNTY regulations. The vendor will participate in documenting all work accordingly, meeting with the agency (if required), and filing all the necessary applications (as instructed by the District) to ensure that the District will comply and receive all available reimbursements for costs incurred from hurricane clean up or any other wind event.

Exhibit B: Landscape Maintenance Map



Exhibit C: Fee Summary

[to be attached as provided in proposal]

Exhibit D: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2025 (the "**Agreement**"), by and between:

HAMAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of West Palm Beach, Florida (the "**District**"), and

_____, a Florida _____, with an address of _____
("**Contractor**").

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "**Additional Services**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**HAMAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

8

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Hamal Community Development District
Palm Beach County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Hamal Community Development District, Palm Beach County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



June 23, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Hamal Community Development District, Palm Beach County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$5,494,190.
- The change in the District's total net position in comparison with the prior fiscal year was \$687,554, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$1,947,991, an increase of \$73,740 in comparison with the prior fiscal year. A portion of fund balance is restricted for debt service, non-spendable for prepaid items and deposits, assigned to maintenance, working capital and disaster reserve and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,			
	2024	2023	
Current and other assets	\$ 1,957,312	\$ 1,896,270	
Capital assets, net	8,146,267	8,161,783	
Total assets	10,103,579	10,058,053	
Deferred outflows of resources	35,774	41,353	
Current liabilities	45,163	62,770	
Long-term liabilities	4,600,000	5,230,000	
Total liabilities	4,645,163	5,292,770	
Net position			
Net investment in capital assets	3,582,041	2,973,136	
Restricted	84,022	76,438	
Unrestricted	1,828,127	1,757,062	
Total net position	\$ 5,494,190	\$ 4,806,636	

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the District's net position represents resources that are subject to restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the change represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSTION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023
Revenues:		
Program revenues		
Charges for services	\$ 1,399,086	\$ 1,364,175
Operating grants and contributions	15,195	9,559
General revenues	26,945	17,534
Total revenues	1,441,226	1,391,268
Expenses:		
General government	169,168	153,540
Maintenance and operations	486,220	419,716
Interest	98,284	109,937
Total expenses	753,672	683,193
Change in net position	687,554	708,075
Net position - beginning	4,806,636	4,098,561
Net position - ending	\$ 5,494,190	\$ 4,806,636

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024, was \$753,672. The costs of the District's activities were paid by program revenues. Program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue includes interest income and revenue in connection with the Fair Share Agreement. Expenses increased mainly as a result of an increase in maintenance and operations expense.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to increase revenues by \$42,269 and increase appropriations by \$73,300.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the District had \$9,254,626 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,108,359 has been taken, which resulted in a net book value of \$8,146,267. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had \$4,600,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Hamal Community Development District's Finance Department at 2300 Glades Rd, Suite 410W, Boca Raton, Florida, 33431.

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	<u>Governmental Activities</u>
ASSETS	
Cash and cash equivalents	\$ 1,782,175
Accounts receivable	29,750
Prepaid items and deposits	21,723
Restricted assets:	
Investments	115,502
Capital assets:	
Nondepreciable	7,819,239
Depreciable, net	<u>327,028</u>
Total assets	<u>10,103,579</u>
 DEFERRED OUTFLOWS OF RESOURCES	
Deferred amount on refunding	<u>35,774</u>
 LIABILITIES	
Accounts payable	9,321
Accrued interest payable	35,842
Long-term liabilities:	
Due within one year	621,000
Due in more than one year	<u>3,979,000</u>
Total liabilities	<u>4,645,163</u>
 NET POSITION	
Net investment in capital assets	3,582,041
Restricted for debt service	84,022
Unrestricted	<u>1,828,127</u>
Total net position	<u><u>\$ 5,494,190</u></u>

See notes to the financial statements

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Program Revenues			Net (Expense)
	Expenses	Charges for Service	Operating Grants and Contributions	Revenue and Changes in Net Position
Primary government:				
Governmental activities:				
General government	\$ 169,168	\$ 169,168	\$ -	\$ -
Maintenance and operations	486,220	512,183	-	25,963
Interest on long-term debt	98,284	717,735	15,195	634,646
Total governmental activities	753,672	1,399,086	15,195	660,609
General revenues:				
Investment earnings				26,945
Total general revenues				26,945
Change in net position				687,554
Net position - beginning				4,806,636
Net position - ending				\$ 5,494,190

See notes to the financial statements

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash and cash equivalents	\$ 1,782,175	\$ -	\$ 1,782,175
Investments	-	115,502	115,502
Assessments receivable	3,800	4,362	8,162
Account receivable	29,750	-	29,750
Prepaid items and deposits	21,723	-	21,723
Total assets	<u>\$ 1,837,448</u>	<u>\$ 119,864</u>	<u>\$ 1,957,312</u>
LIABILITIES			
Accounts payable	\$ 9,321	\$ -	\$ 9,321
Total liabilities	<u>9,321</u>	<u>-</u>	<u>9,321</u>
FUND BALANCES			
Nonspendable:			
Prepaid items and deposits	21,723	-	21,723
Restricted for:			
Debt service	-	119,864	119,864
Assigned to:			
Working capital	192,498	-	192,498
Maintenance	500,000	-	500,000
Disaster reserve	500,000	-	500,000
Unassigned	613,906	-	613,906
Total fund balances	<u>1,828,127</u>	<u>119,864</u>	<u>1,947,991</u>
Total liabilities and fund balances	<u>\$ 1,837,448</u>	<u>\$ 119,864</u>	<u>\$ 1,957,312</u>

See notes to the financial statements

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds		\$ 1,947,991
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Amounts reported for governmental activities on the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	9,254,626	
Accumulated depreciation	<u>(1,108,359)</u>	8,146,267

Deferred amounts on refunding are not reported as assets in the governmental funds. The statement of net position includes these costs, net of amortization.

35,774

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(35,842)	
Bonds payable	<u>(4,600,000)</u>	<u>(4,635,842)</u>

Net position of governmental activities		<u>\$ 5,494,190</u>
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See notes to the financial statements

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Assessments	\$ 621,372	\$ 717,735	\$ 1,339,107
Fair share agreement revenue	59,979	-	59,979
Interest income	26,945	15,195	42,140
Total revenues	<u>708,296</u>	<u>732,930</u>	<u>1,441,226</u>
EXPENDITURES			
Current:			
General government	166,527	2,641	169,168
Maintenance and operations	431,074	-	431,074
Debt service:			
Principal	-	630,000	630,000
Interest	-	97,614	97,614
Bond issue costs	-	-	-
Capital outlay	39,630	-	39,630
Total expenditures	<u>637,231</u>	<u>730,255</u>	<u>1,367,486</u>
Excess (deficiency) of revenues over (under) expenditures	71,065	2,675	73,740
Fund balances - beginning	<u>1,757,062</u>	<u>117,189</u>	<u>1,874,251</u>
Fund balances - ending	<u>\$ 1,828,127</u>	<u>\$ 119,864</u>	<u>\$ 1,947,991</u>

See notes to the financial statements

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 73,740
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and capitalized in the statement of net position.	39,630
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.	(55,146)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	630,000
Amortization of the deferred amount on refunding is shown on the statement of activities but not on the fund financial statements.	(5,579)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	4,909
Change in net position of governmental activities	<u>\$ 687,554</u>

See notes to the financial statements

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Hamal Community Development District ("District") was created on January 8, 2001 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by ordinance 3390-00 of the City of West Palm Beach, Florida. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the resident electors living within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities, Net Position and Fund Balance

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Net Position and Fund Balance (Continued)

Deposits and Investments (Continued)

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure	20 - 30
Other improvements	10 - 16

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, \$5,579 was recognized as a component of interest expense in the current fiscal year.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Net Position and Fund Balance (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Balance/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Net Position and Fund Balance (Continued)

Fund Balance/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2024:

	Amortized Cost	Credit Risk	Maturities
First American Government Obligation Fund	\$ 115,502	S&P AAAM	Weighted average of the fund portfolio: 31 days
Total Investments	<u>\$ 115,502</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – FAIR SHARE AGREEMENT REVENUE

The District has entered into an agreement with the School Board of Palm Beach County ("School Board") and Sandler West Palm Beach Investment Limited Partnership ("Sandler") whereby the School Board and Sandler shall remit to the District a proportionate share of the costs and expenses incurred in connection with the maintenance and administration of the master drainage system constructed by the District. The School Board's share of costs is 19.46% and Sandler's share is 6.93%.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 7,819,239	\$ -	\$ -	\$ 7,819,239
Total capital assets, not being depreciated	7,819,239	-	-	7,819,239
Capital assets, being depreciated				
Improvements - infrastructure	1,124,811	-	-	1,124,811
Improvements - other	264,537	-	-	264,537
Equipment	6,409	39,630	-	46,039
Total capital assets, being depreciated	1,395,757	39,630	-	1,435,387
Less accumulated depreciation for:				
Improvements - infrastructure	824,641	38,898	-	863,539
Improvements - other	227,962	15,332	-	243,294
Equipment	610	916	-	1,526
Total accumulated depreciation	1,053,213	55,146	-	1,108,359
Total capital assets, being depreciated, net	342,544	(15,516)	-	327,028
Governmental activities capital assets, net	\$ 8,161,783	\$ (15,516)	\$ -	\$ 8,146,267

Depreciation expense was charged to maintenance and operations function.

NOTE 7 – LONG-TERM LIABILITIES

Series 2021

On August 10, 2021, the District issued \$6,420,000 of Special Assessment Refunding Bond, Series 2021. The Series 2021 Bonds are due May 1, 2031, with an initial interest rate of 1.87% subject to adjustment as provided in the Master Trust Indenture. The Bonds were issued for the primary purpose of refunding the 2017 Bonds outstanding in the principal amount of \$6,560,000. Interest on the Series 2021 Bonds is to be paid on each May 1 and November 1, commencing November 1, 2021; principal on the Series 2021 Bonds is to be paid serially on each May 1.

The Series 2021 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service. The District was in compliance with the requirements at September 30, 2024.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2024, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2021	\$ 5,230,000	\$ -	\$ 630,000	\$ 4,600,000	\$ 621,000
Total	\$ 5,230,000	\$ -	\$ 630,000	\$ 4,600,000	\$ 621,000

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30,	Principal	Interest	Total
2025	\$ 621,000	\$ 86,020	\$ 707,020
2026	632,000	74,407	706,407
2027	644,000	62,589	706,589
2028	656,000	50,546	706,546
2029	670,000	38,279	708,279
2030-2031	1,377,000	38,728	1,415,728
Total	\$ 4,600,000	\$ 350,569	\$ 4,950,569

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Maintenance assessments	\$ 618,205	\$ 621,372	\$ 621,372	\$ -
Fair share agreement revenue	46,302	59,979	59,979	-
Interest and other revenues	1,500	26,925	26,945	20
Total revenues	666,007	708,276	708,296	20
EXPENDITURES				
Current:				
General government	136,819	209,487	166,527	42,960
Maintenance	529,188	529,820	431,074	98,746
Capital outlay	-	-	39,630	(39,630)
Total expenditures	666,007	739,307	637,231	102,076
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ (31,031)	71,065	\$ 102,096
Fund balance - beginning			1,757,062	
Fund balance - ending			\$ 1,828,127	

See notes to required supplementary information

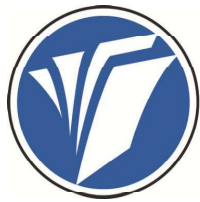
**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to increase revenues by \$42,269 and increase appropriations by \$73,300.

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
PALM BEACH COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	None
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	3
Employee compensation	Not applicable
Independent contractor compensation	\$64,323
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$397.06 - \$567.21 Debt service - \$401.36 - \$682.31
Special assessments collected	\$1,339,107
Outstanding Bonds:	see Note 7 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Hamal Community Development District
Palm Beach County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Hamal Community Development District, Palm Beach County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 23, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

June 23, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Hamal Community Development District
Palm Beach County, Florida

We have examined Hamal Community Development District, Palm Beach County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Hamal Community Development District, Palm Beach County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 23, 2025



Grau & Associates

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Hamal Community Development District
Palm Beach County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Hamal Community Development District ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 23, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 23, 2025 should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Hamal Community Development District, Palm Beach County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Hamal Community Development District, Palm Beach County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 23, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

8A

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2024;

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

1. The Audited Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

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

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

9

IBERO PROPERTY MANAGEMENT CORP

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



INVOICE

BILL TO	SHIP TO	INVOICE	SAJ3313
Hamal Community Development District	Hamal Community Development District	DATE	05/22/2025
2300 Glades Road	3400 Celebration Blvd	TERMS	Due on receipt
Suite 410 W	West Palm Beach, Florida	DUE DATE	05/22/2025
Boca Raton, Florida 33431 USA	33411 USA		

ACTIVITY	AMOUNT
Tree Removal and Replacement Services	4,000.00
-Using the Uniform code and Compliances and per specification of the state Arborist .	
- Remove 2 -10 feet cabbage Palm Trees located on island of Jog Road area due to dying activities	
- Perform stum grinding services to remove the entire tree root from earth .	
-Purchase , delivery and install new 10 feet Cabbage palm trees or equivalent .	
-Perform load calculation Install the appropriate barrier and Tree Brace supports system for new tree .	
- Install to completion back to sits original content	
*****MATERIALSAND LABOR INCLUDED IN LINE ITEMS PRICING*****	
Plants & Flowers Installation	1,875.00
- Purchase in quantity all new Jasmine plants to replace current dying ones on entrance and long side the Hamal walls on Jog Road .	

Subtotal	5,875.00
Tax	0.00
TOTAL	5,875.00
BALANCE DUE	\$5,875.00

Please Make Payment To Ibero Property Management Corp , 2500 Metrocentre Blvd Suite 8 West Palm Beach Florida 33407

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 2138

DATE 05/08/2025

ACTIVITY	QTY	RATE	AMOUNT
Tree Removal and Replacement Services -Using the Uniform code and Compliances and per specification of the state Arborist . - Remove 2 -10 feet cabbage Palm Trees located on island of Jog Road area due to dying activities . - Perform stump grinding services to remove the entire tree root from earth . -Purchase , delivery and install new 10 feet Cabbage palm trees or equivalent . -Perform load calculation Install the appropriate barrier and Tree Brace supports system for new tree . - Install to completion back to sits original content	2	2,000.00	4,000.00
*****MATERIALS AND LABOR INCLUDED IN LINE ITEMS PRICING*****			
Plants & Flowers Installation - Purchase in quantity all new Jasmine plants to replace current dying ones on entrance and long side the Hamal walls on Jog Road .	25	75.00	1,875.00

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	5,875.00
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,

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

Accounting Department
561-420-0640

TOTAL

\$5,875.00

Accepted By



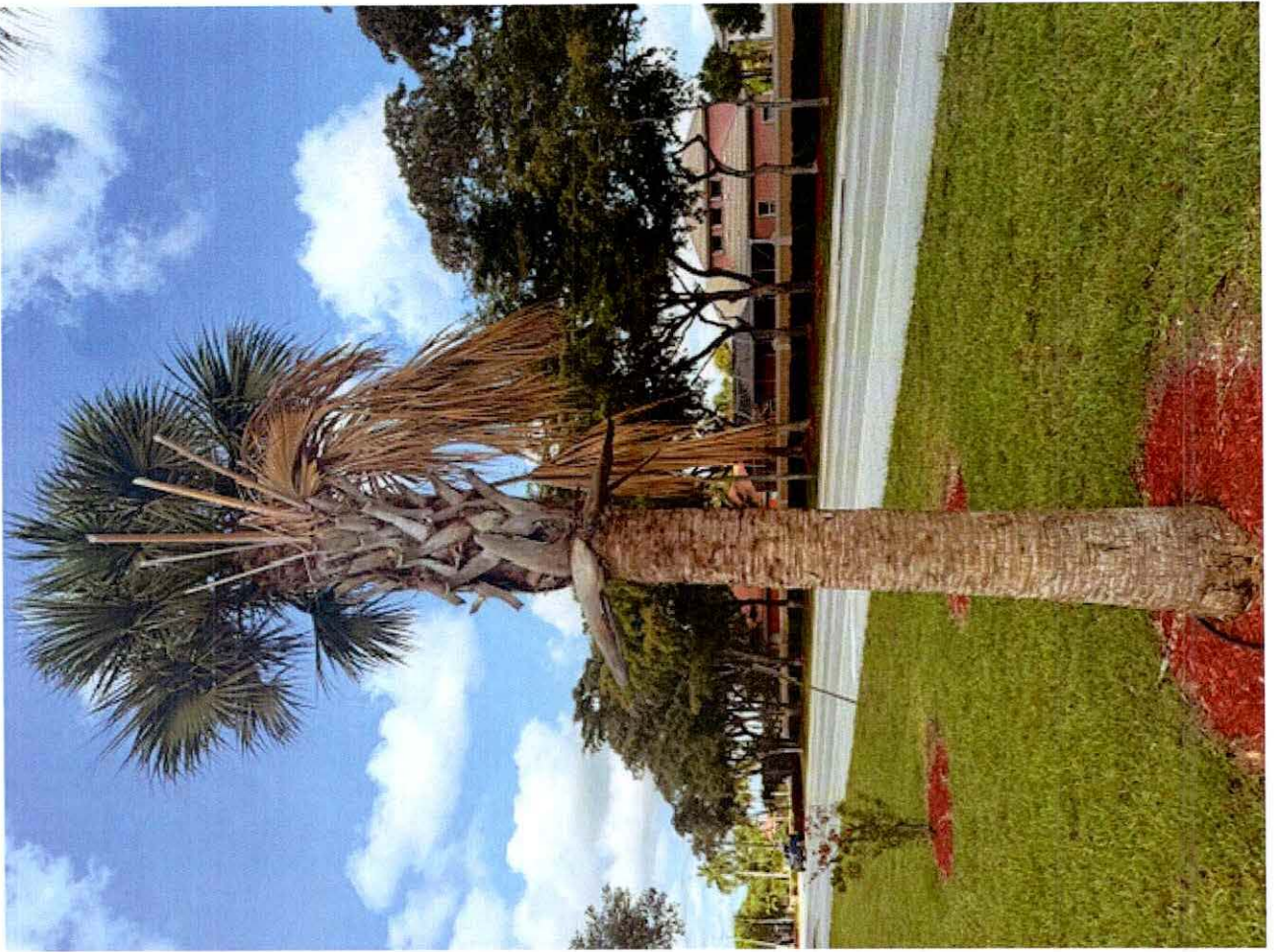
Accepted Date

05-22-25

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

UNAUDITED
FINANCIAL
STATEMENTS

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2025**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
MAY 31, 2025**

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 796,528	\$ -	\$ 796,528
Investments			
Centennial	258,930	-	258,930
FineMark MMA	249,847	-	249,847
FineMark ICS	321,255	-	321,255
Iberia - MMA	25,271	-	25,271
Bank United	453,648	-	453,648
Revenue	-	99,616	99,616
Prepayment	-	1,036	1,036
Sinking	-	67	67
Optional redemption	-	1	1
COI	-	6,371	6,371
Due from Vista Lago Apartments	19,239	-	19,239
Due from other funds			
General fund	-	7,502	7,502
Deposits	135	-	135
Total assets	<u>\$2,124,853</u>	<u>\$ 114,593</u>	<u>\$ 2,239,446</u>
LIABILITIES			
Liabilities:			
Due to other funds			
Debt service (series 2021)	7,502	-	7,502
Taxes payable	245	-	245
Total liabilities	<u>7,747</u>	<u>-</u>	<u>7,747</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	19,239	-	19,239
Total deferred inflows of resources	<u>19,239</u>	<u>-</u>	<u>19,239</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	114,593	114,593
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	905,234	-	905,234
Total fund balance	<u>2,097,867</u>	<u>114,593</u>	<u>2,212,460</u>
Total liabilities and fund balances	<u>\$2,124,853</u>	<u>\$ 114,593</u>	<u>\$ 2,239,446</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 7,006	\$ 645,221	\$ 654,689	99%
Fair share agreement	54,025	73,264	46,302	158%
Interest & misc. income	1,032	16,962	1,500	1131%
Total revenues	<u>62,063</u>	<u>735,447</u>	<u>702,491</u>	105%
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax	646	4,737	7,536	63%
Management/recording/accounting	3,671	29,365	44,048	67%
Trustee	-	-	4,350	0%
Legal	3,463	7,398	20,000	37%
Engineering	1,000	13,938	15,000	93%
Audit	-	8,900	9,084	98%
Arbitrage rebate calculation	-	-	1,250	0%
Postage	100	215	750	29%
Legal advertising	-	1,085	2,500	43%
Office supplies	-	409	250	164%
Contingencies	15	120	750	16%
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	705	100%
ADA website compliance	-	210	210	100%
Dissemination agent	83	667	1,000	67%
Total administrative expenses	<u>8,978</u>	<u>99,362</u>	<u>152,108</u>	65%
Maintenance				
Telephone	207	1,632	2,040	80%
Field operations management	12,652	30,152	30,900	98%
Landscape maintenance				
Mowing, edging, pruning & weed control	13,700	113,970	112,604	101%
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	-	3,636	8,988	40%
Irrigation repairs	2,914	10,219	12,360	83%
Barrier wall painting	40,000	40,000	-	N/A
Capital outlay	-	-	30,400	0%
Landscape replacement	-	1,900	20,600	9%
Preventative maintenance: pump station	-	-	11,100	0%
Repair/maintenance: pump station	-	4,636	4,120	113%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	2,082	17,226	24,000	72%
Fountain maintenance	1,755	7,668	28,840	27%
Holiday landscape lighting	-	4,024	7,500	54%
Contingency	2,250	22,790	16,600	137%
Wall maintenance	-	16,800	15,000	112%
Utilities	6,613	52,674	63,860	82%
Total maintenance expenses	<u>82,173</u>	<u>357,717</u>	<u>540,392</u>	66%
Other fees and charges				
Property appraiser	-	150	1,141	13%
Information system services	-	2,030	2,030	100%
Tax collector	70	6,446	6,820	95%
Total other fees and charges	<u>70</u>	<u>8,626</u>	<u>9,991</u>	86%
Total expenditures	<u>91,221</u>	<u>465,705</u>	<u>702,491</u>	66%
Excess (deficiency) of revenues over (under) expenditures	(29,158)	269,742	-	
Fund balance - beginning	2,127,025	1,828,125	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	905,234	905,234	561,646	
Total fund balance - ending	<u>\$ 2,097,867</u>	<u>\$ 2,097,867</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 MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 7,578	\$ 697,870	\$ 708,180	99%
Interest	2,393	10,852	-	N/A
Total revenues	<u>9,971</u>	<u>708,722</u>	<u>708,180</u>	100%
EXPENDITURES				
Principal	621,000	621,000	621,000	100%
Interest 11/1	-	43,010	43,010	100%
Interest 5/1	43,010	43,010	43,010	100%
Total expenditures	<u>664,010</u>	<u>707,020</u>	<u>707,020</u>	100%
Other fees and charges				
Tax collector	75	6,972	7,377	95%
Total other fees and charges	<u>75</u>	<u>6,972</u>	<u>7,377</u>	95%
Total expenditures	<u>664,085</u>	<u>713,992</u>	<u>714,397</u>	100%
Excess (deficiency) of revenues over (under) expenditures	(654,114)	(5,270)	(6,217)	
Fund balances - beginning	768,707	119,863	103,023	
Fund balances - ending	<u>\$ 114,593</u>	<u>\$ 114,593</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 May 12, 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
Bensy Sanon	Assistant Secretary
Marc DePaul (via telephone)	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni (via telephone)	District Counsel
Al Caruso	District Engineer
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 Cuningham, Senior, Petrick and Sanon were present. Supervisor DePaul attended by phone.

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.

39

40 **FOURTH ORDER OF BUSINESS**

41 **Consideration of Resolution 2025-04,**
42 **Approving a Proposed Budget for Fiscal**
43 **Year 2025/2026 and Setting a Public**
44 **Hearing Thereon Pursuant to Florida Law;**
45 **Addressing Transmittal, Posting and**
46 **Publication Requirements; Addressing**
47 **Severability; and Providing an Effective**
48 **Date**

49 Ms. Sanchez presented Resolution 2025-04. She reviewed the proposed Fiscal Year 2026
50 budget, highlighting any increases, decreases and adjustments, compared to the Fiscal Year
51 2025 budget, and explained the reasons for any adjustments. Total Operation & Maintenance
52 (O&M) assessments are proposed to increase by \$53.41 for the condos and townhomes and
53 \$76.30 for the single-family homes.

54 Mr. Cuninghame asked what changes, if any, were made to the budget as a result of the
55 Reserve Study. Ms. Sanchez stated that no changes were made to the fund balances of the
56 "Assigned" funds based on the Reserve Study. Although it was initially stated that the CDD did
57 not have reserves, after the meeting at which the Reserve Study was presented, it was noted
58 that the CDD had already been building reserves. The Reserve Study was updated to include the
59 lifespan of what the CDD intends to reserve year-over-year. No additional funds were added;
60 the CDD has a healthy fund balance in these categories and in "Unassigned" funds.

61 Ms. Senior asked why the Fiscal Year 2026 Field Operations are increasing 43%
62 compared to Fiscal Year 2025. Ms. Sanchez stated one reason is that she increased the amount
63 budgeted for landscaping by 20% because the CDD is publishing a Request for Proposals (RFP);
64 additional changes can be made now or in advance of the Public Hearing.

65 Discussion ensued regarding Field Operations line items, the need for competitive
66 proposals, increasing costs for labor and hauling of landscape debris that cannot be placed in
67 dumpsters, and Briar Bay's preference for separate trash pickup.

68 Ms. Sanchez stated that, at the April meeting, the Board approved the additional work
69 that increased the amount budgeted for "Field operations management" from \$30,900 to
70 \$44,400. It was noted that, at the April meeting, the Board also approved adding one additional

day of debris removal on Jog Road and that Ms. Rigoni prepared an Addendum to the Ibero Property Management Corp. Agreement based on that approval.

Ms. Sanchez discussed budget processes and responded to questions. She stated that now is the time for Board Members to discuss the individual line items, as they cannot have discussions with each other outside of an advertised CDD Board meeting. Changes discussed today can be incorporated into the proposed Fiscal Year 2026 budget presented at the next meeting. It is hoped that the bidders for the landscaping RFP will be evaluated and a contract awarded at the July meeting.

On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law on September 8, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

Ms. Sanchez presented Resolution 2025-05.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Update: RFP for Landscape and Irrigation Maintenance Services; Notice, Evaluation Criteria and Schedule

Ms. Sanchez discussed RFP processes and reviewed the timeline of events. Bids will be opened on July 1, 2025 and the Board will evaluate proposals and can award a contract at the July 14, 2025 meeting. She will work with Ms. Senior during this process.

Mr. Petrick asked for a map of sprinkler locations, irrigation pumps, etc., in relation to the CDD boundary lines and roadways. Ms. Sanchez stated that District Management does not have a detailed map; she thinks a new map is needed. Mr. Caruso stated his firm will provide a map by the end of May. It was noted that the map will be needed in conjunction with the RFP.

SEVENTH ORDER OF BUSINESS

Consideration of Ibero Property Management Corp Estimate 2138 for Tree Removal and Replacement Services

Mr. Barrett presented Ibero Property Management Corp Estimate 2138 for tree removal and replacement services.

Mr. Cunningham asked Mr. Barrett to confirm the location of the trees based on an image from the Property Appraiser's website. Based on the location indicated, Mr. Cunningham stated his belief that the trees are on Briar Bay property.

Discussion ensued regarding which property belongs to the CDD, a strip to the west of the median that does belong to the CDD but requires some clarification, and a median along Celebration from the Jog Road sidewalk and pedestrian crossing all the way down that Mr. Cunningham believes belongs to Briar Bay.

Discussion ensued regarding which line items will be deleted from Ibero Property Management Corp Estimate 2138.

It was determined that Phoenix Sylvester Palm Tree removal for \$15,890; Plants & Flowers Installation for \$1,200; Top Soil Insertion for \$440; and Sprinkler Adjustment for \$350 will all be deleted.

Items to be included are Tree Removal and Replacement services for \$4,000 and Plants & Flowers Installation for \$1,875; the new cost will be \$5,875.

On MOTION by Mr. Cunningham and seconded by Mr. Sanon, with all in favor, Ibero Property Management Corp Estimate 2138 for Tree Removal and

Replacement Services the reduced scope to include only Tree Removal and Replacement services for \$4,000 and Plants & Flowers Installation for \$1,875, in a total not-to-exceed amount of \$5,875, was approved.

Mr. Barrett will submit an updated proposal.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2025

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

NINTH ORDER OF BUSINESS

Approval of Minutes

Ms. Sanchez distributed updated versions of the minutes that include Ms. Rigoni's edits.

The following changes were made:

A. March 10, 2025 Regular Meeting

Lines 195 and 197: Change "Mr. King" to "Mr. Barrett"

Line 199: Change "A Board Member" to "Mr. Sanon"

B. April 14, 2025 Regular Meeting

Line 96: Change "Ms." to "Mr."

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the March 10, 2025 Regular Meeting Minutes and the April 14, 2025 Regular Meeting Minutes, both as amended to include the edits previously submitted to Management and edits from today's meeting, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

- **Update: Legislative Updates**

Ms. Rigoni stated that the Florida Legislature's session has concluded. The proposed increase to sovereign immunity limits did not pass; the current limited waiver limits remain in place. Further updates regarding issues related to CDDs will be provided.

Mr. Petrick asked about a letter to be sent to Mr. King regarding a lack in services. He recalled that Ms. Rigoni was waiting on information before drafting the letter. Ms. Rigoni stated that Ms. Sanchez forwarded some of the information she requested; she is still uncertain as to the scope of the demand letter as it seems to be different from what was represented in the draft of the March meeting minutes and what she discussed with the Chair and Ms. Sanchez. She will review the information and outline the demand letter and consult with the Chair regarding the direction.

B. District Engineer: Craig A. Smith & Associates

- **Update: Service Contractor**

Mr. Caruso stated that the vendor he thought could perform both pump station maintenance and the emergency generator/submersibles, under one contract, could not comply with the emergency responsiveness needs. He has another meeting scheduled on Friday. Mr. Petrick advised Mr. Caruso to contact the Property Manager at the Cove or Security for access and to call him with any problems or issues.

C. Operations Manager: Ibero Property Management

Mr. Barrett reported on work recently completed or currently underway. Pest control will spray the area a second time. All "No Trespassing" signs were installed on CDD property, including the pump station.

Discussion ensued regarding signs, the entrance, the fence, staff schedules, irrigation testing, repairs and fountain maintenance.

Mr. Barrett stated that irrigation repairs were completed and all lakes are being tested. He noted that some residents confuse CDD property with their own property. Mr. Petrick stated that the map will assist with that. Mr. Barrett stated that his count of the catch basins indicates a total of 141 on CDD property. He is preparing a service schedule to be shared with the Board and Staff. Work on the fountain continues; parts are on order, some lights are missing, etc.

Discussion ensued regarding the schedule, which Mr. Barrett stated will be based on Allstate's contracts for the CDD lakes, drains and fountain maintenance.

Mr. Barrett was directed to work with Staff on the contracts and to email the calendar to Ms. Sanchez for review at the next meeting.

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

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

- **QUORUM CHECK**

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors requests.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, the meeting adjourned at 7:17 p.m.</p>

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

226
227
228
229
230

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 <i>Presentation of FY2026 Proposed Budget</i>	6:00 PM
July 14, 2025	Regular Meeting	6:00 PM
September 8, 2025 <i>rescheduled to September 11, 2025</i>	Public Hearing and Regular Meeting <i>Adoption of FY2026 Budget</i>	6:00 PM
September 11, 2025	Public Hearing and Regular Meeting <i>Adoption of FY2026 Budget & Assessments</i>	6:00 PM

Exceptions

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