

HAMAL

COMMUNITY DEVELOPMENT DISTRICT

September 11, 2025

BOARD OF SUPERVISORS

**PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

September 4, 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 Public Hearings and a Regular Meeting on September 11, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Consideration of Resolution 2025-07, Amending Resolution 2025-04 to Reset the Date, Time, and Location of the Public Hearing Regarding Proposed Budget for Fiscal Year 2025/2026, Ratifying the Actions of the District Manager and Chairman in Resetting Such Public Hearing; Providing a Severability Clause; and Providing an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
6. Public Hearing to Hear Comments and Objections on the Imposition of Special Assessments for Operations and Maintenance for Fiscal Year 2025/2026 Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-09, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

7. Consideration of Proposals in Response to RFP for Landscape and Irrigation Maintenance Services
 - A. Respondents
 - I. A Better Look Landscaping, LLC
 - II. Brightview Landscape Services, Inc.
 - III. Ibero Property Maintenance Services
 - IV. Palm Beach County Landscape, Inc.
 - V. UG2, LLC
 - B. Board Discussion and Evaluation/Ranking
 - C. Authorization to Issue Notice of Intent to Award and Enter into Landscape Contract
8. Update: Inspection Maps
 - A. Consideration of Allstate Resource Management, Inc. Stormwater System/Maintenance Proposal
9. Consideration of Allstate Resource Management, Inc. Waterway Management Agreement
10. Consideration of Ibero Property Maintenance Services Exclusive Landscaping Tree Trimming/Pruning Proposal
11. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to FY2025 Goals and Objectives Reporting
12. Ratification Items
 - A. Stewart & Stevenson FDDA LLC Agreement for Improvement Maintenance Services
 - B. Allstate Resource Management, Inc. Stormwater Drainage System/Inspection Agreement
13. Acceptance of Unaudited Financial Statements as of July 31, 2025
14. Approval of July 14, 2025 Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Craig A. Smith & Associates*

- Update: Maintenance Map
- C. Operations Manager: *Ibero Property Management*
 - Update: Fountains
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Sunshine Law Refresher Workshop Date
 - NEXT MEETING DATE: October 13, 2025 at 6:00 PM
 - QUORUM CHECK

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

16. Supervisors' Requests
17. Public Comments
18. 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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RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2025-04 TO RESET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING REGARDING PROPOSED BUDGET FOR FISCAL YEAR 2025/2026, RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND CHAIRMAN IN RESETTING SUCH PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hamal Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2025-04, approving the Proposed Budget (as defined in Resolution 2025-04) for Fiscal Year 2025/2026 and setting public hearing on said Proposed Budget, pursuant to Chapter 190, *Florida Statutes*, for September 8, 2025, at 6:00 p.m. at the Briar Bay Clubhouse located 3400 Celebration Blvd., West Palm Beach, Florida 33411; and

WHEREAS, the Board desires to reset the public hearing on the Proposed Budget to be held on September 11, 2025, at 6:00 p.m. at the Briar Bay Clubhouse located 3400 Celebration Blvd., West Palm Beach, Florida 33411.

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

SECTION 1. RESETTING OF PUBLIC HEARING. The Board hereby resets the public hearing on the Proposed Budget for September 11, 2025, at 6:00 p.m. at the Briar Bay Clubhouse located 3400 Celebration Blvd., West Palm Beach, Florida 33411. Resolution 2025-04 is hereby amended to reflect that the public hearing is reset as provided in this Resolution.

SECTION 2. RESOLUTION 2025-04 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2025-04 continue in full force and effect, including but not limited to directing District staff to cause published and mailed notices to be provided with the new public hearing information, consistent with the requirements of Florida law.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

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HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5A

LOCALiQ

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

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Hamal Cdd
Hamal Cdd
2300 GLADES RD
STE 410W

BOCA RATON FL 334318556

STATE OF WISCONSIN, COUNTY OF BROWN

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

08/28/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/28/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$246.11

Tax Amount: \$0.00

Payment Cost: \$246.11

Order No: 11608792

Customer No: 729520

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

HAMAL COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

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

DATE: September 11, 2025

TIME: 6:00 p.m.

LOCATION: Briar Bay Clubhouse

3400 Celebration Blvd.

West Palm Beach, Florida 33411

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://hamalccd.com>.

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

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

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

District Manager
8/28/25 #11608792

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2025-08
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Hamal Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Hamal Community Development District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A: FY 2026 Budget

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
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**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 681,968				\$ 768,908
Allowable discounts (4%)	(27,279)				(30,756)
Assessment levy - net	654,689	\$ 616,622	\$ 38,067	\$ 654,689	738,152
Fair-share agreement	46,302	19,239	27,063	46,302	46,302
Interest	1,500	14,932	-	14,932	1,500
Total revenues	702,491	650,793	65,130	715,923	785,954
EXPENDITURES					
Professional & administrative					
Supervisors fee & FICA tax	7,536	3,229	4,307	7,536	7,536
Management/recording/accounting	44,048	22,024	22,024	44,048	44,048
Trustee	4,350	-	4,350	4,350	4,350
Legal	20,000	3,935	16,065	20,000	20,000
Engineering	15,000	11,633	3,367	15,000	15,000
Audit	9,084	8,900	-	8,900	9,384
Arbitrage rebate calculation	1,250	-	1,250	1,250	1,250
Postage	750	104	646	750	750
Legal advertising	2,500	1,085	1,415	2,500	2,500
Office supplies	250	409	-	409	250
Other current charges	750	90	1,410	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	8,500	7,798	-	7,798	9,300
FASD annual dues	2,000	2,000	-	2,000	2,000
Pump station/equipment insurance	14,000	11,790	2,210	14,000	14,000
Website	705	-	705	705	705
ADA website compliance	210	210	-	210	210
Dissemination agent	1,000	500	500	1,000	1,000
Total professional & administrative	132,108	73,882	58,249	132,131	133,958

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
Field operations					
Telephone	2,040	1,218	822	2,040	2,040
Field operations management	30,900	15,000	15,900	30,900	44,400
Landscape maintenance	-	-	-	-	-
Mowing, edging, pruning & weed control	112,604	86,570	26,034	112,604	135,125
Turf replacement (\$0.90/sq. foot)	20,000	-	10,000	10,000	24,000
Mulch	29,120	11,520	17,600	29,120	34,944
Insect, weed, fertilization	58,308	18,870	39,438	58,308	69,969
Annuals removal, replacement, installation	15,914	-	15,914	15,914	19,097
Tree pruning	28,138	-	28,138	28,138	33,766
Irrigation system maintenance	8,988	2,909	6,079	8,988	10,786
Irrigation repairs	12,360	2,934	9,426	12,360	12,360
Capital outlay	30,400	-	-	-	30,400
Landscape replacement	20,600	1,900	18,700	20,600	24,720
Preventative maintenance: pump station	11,100	-	11,100	11,100	12,000
Repair/maintenance: pump station	4,120	3,541	579	4,120	7,500
Lake maintenance	24,000	12,312	11,688	24,000	25,200
Fountain maintenance	28,840	4,877	23,963	28,840	30,282
Holiday landscape lighting	7,500	4,023	3,477	7,500	5,687
Utilities	63,860	39,961	23,899	63,860	63,860
Wall maintenance	15,000	10,080	4,920	15,000	20,000
Reserve study	20,000	9,850	10,150	20,000	-
Contingency	16,600	19,340	-	19,340	25,000
Storm clean-up	-	-	-	-	10,000
Total field operations	560,392	244,905	277,827	522,732	641,136

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
Other fees and charges					
Property appraiser	1,141	150	991	1,141	1,141
Information system services	2,030	2,030	-	2,030	2,030
Tax collector	6,820	6,165	655	6,820	7,689
Total other fees and charges	9,991	8,345	1,646	9,991	10,860
Total expenditures	702,491	327,132	337,722	664,854	785,954
Excess/(deficiency) of revenues over/(under) expenditures	-	323,661	(272,592)	51,069	-
Fund balance - beginning (unaudited)	1,754,144	1,828,125	2,151,786	1,828,125	1,879,194
Fund balance - ending (projected)					
Assigned					
3 months working capital	192,574	180,302	180,302	180,302	213,964
Sound barriers / walls	100,000	100,000	100,000	100,000	100,000
Stormwater pump station	300,000	300,000	300,000	300,000	300,000
Culvert repair/replacement	100,000	100,000	100,000	100,000	100,000
Disaster recovery	500,000	500,000	500,000	500,000	500,000
Unassigned	561,646	971,484	698,892	698,892	665,230
Fund balance - ending (projected)	<u>\$ 1,754,220</u>	<u>\$ 2,151,786</u>	<u>\$1,879,194</u>	<u>\$ 1,879,194</u>	<u>\$ 1,879,194</u>

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

EXPENDITURES

Professional and Administrative Services

Supervisors fee & FICA tax	\$ 7,536
Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates holding up to seven meetings and all five Board Members receiving fees.	
Management/recording/accounting	44,048
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds and, operate and maintain the assets of the community. Effective October 1, 2016	
Trustee	4,350
Legal	20,000
Kutak Rock, provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments. For matters relating to monthly board meetings and pursuant to the fee agreement Effective October 1, 2016, HGS will charge the District the lesser of its standard hourly rate for the hours performing such work or a fee of \$1,600 per meeting, plus direct out-of-pocket expenses for travel costs, telephone, postage, and photocopying. HGS will also attend at least one meeting each year for which no travel time will be charged.	
Engineering	15,000
Craig A. Smith provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	9,384
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Auditor General. Grau and Associates conducts the District audit and an annual 3% CPI increase has been included.	
Arbitrage rebate calculation	1,250
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability. Grau and Associates conducts the annual arbitrage rebate calculation for the District.	
Postage	750
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	2,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Office supplies	250
Accounting and administrative supplies.	
Other current charges	1,500
Miscellaneous charges including automated AP routing.	

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

EXPENDITURES (continued)

Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	9,300
The District carries public officials and general liability insurance with policies written by Preferred Governmental Insurance Trust. The limit of liability is set at \$1,000,000 per occurrence for general liability (\$2,000,000 general aggregate) and \$1,000,000 per occurrence for public officials liability (\$1,000,000 general aggregate).	
FASD annual dues	2,000
Pump station/equipment insurance	14,000
Website	705
ADA website compliance	210
Dissemination agent	1,000
Field operations	
Telephone	2,040
Service provided by AT&T for account number 561 681-0720 001 0458, which relates to the stormwater pump station. (cable/internet)	
Field operations management	44,400
Landscape maintenance	
The District contracted with King's Management Services, Inc. for general landscape maintenance services. The agreement may be extended for 12-month periods upon mutual consent of both parties. Should storm damage remediation be required, the work will be performed at the following rates: debris removal at a rate of \$25/man-hour, straighten and re-erect trees at a rate of \$50/tree, and irrigation repairs at a rate of \$55/man-hour.	
Mowing, edging, pruning & weed control	135,125
Turf, shrubbery & palm maintenance including mowing, edging, pruning & weed control	
Turf replacement \$0.90/square foot/replace dead sod due to no irrigation, twice a year.	24,000
Mulch	34,944
Insect, weed, fertilization	
Turf, shrubbery, palm trees, ground cover and flowers	69,969
Annuals removal, replacement and installation (including topsoil)	19,097
4" annuals, 2x/year (there are approximately 900 annuals)	
Tree pruning	33,766
Irrigation system maintenance	10,786
Kings Management provides irrigation repair services to the District at a cost of \$55/man hour. Does not include the cost of materials, which will be billed separately.	
Irrigation repairs	12,360
Capital outlay:	30,400
- Discussed expansion of landscape maintenance program	
- Briar Bay common area: landscape enhancements	
- Jog Road: median landscape enhancements	
- Other items to be determined by the Board	
Landscape replacement	24,720
Landscaping repairs and replacement throughout the District as needed.	

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

EXPENDITURES (continued)

Preventative maintenance: pump station	12,000
The District originally entered into an agreement with South Florida Utilities, Inc. (D.B.A. Lift Station Services) effective October 1, 2016 and includes:	
- monthly generator inspections (\$1500)	
- quarterly pump, wet well and discharge bay inspections (\$9600)	
- an annual pipe intake and discharge inspection	
Repair/maintenance: pump station	7,500
Lake maintenance	25,200
The District entered into an agreement with Allstate Resource Management, Inc. effective October 1, 2016 for maintaining the District lakes. The current level of lake maintenance service is provided at a rate of \$1,800 per month (\$21,600 annually).	
Fountain maintenance	30,282
The District entered into an agreement with Allstate Resource Management, Inc. effective October 1, 2016 for quarterly preventative maintenance services for the 10 District fountains at a rate of \$895/quarter (\$3,580 annually). Pursuant to the agreement, additional repairs and services shall be billed at a rate of \$75, plus the cost of materials. \$150 minimum if a diver is required. An additional \$14,440 is included in the budget for repairs and electrical issues to the individual fountain units.	
Holiday landscape lighting	5,687
This covers the cost of holiday landscape lighting (LED).	
Utilities	63,860
Electricity for common areas of the District is provided by Florida Power & Light. Below are the District's account numbers and service addresses.	
Account Number	Service Address
31009-63366	6261 Hammock Park Rd. #Fountain
38117-48171	3691 Hamilton Key #Fountain
54811-00112	N Jog Rd. #E/O-1MI N/O Okee @ Pleasant Rd.
77982-33065	3696 Hamilton Key # Pump
31921-53512	3901 Hamilton Key Lake #1
34938-11511	3370 Celebration Blvd. Lake #6
52844-10445	3001 Celebration Blvd. #Pump
53794-76400	3301 Bollard Rd. Lake #9
54953-44409	3411 Briar Bay Blvd. Lake #4
56036-75405	3150 Celebration Blvd. Lake #8
74421-67404	3151 Celebration Blvd. Lake #7
75372-38318	3690 Hamilton Key Lake #2
90995-65237	3270 Celebration Blvd. # Pump
02941-07149	3690 North Jog Rd. # Pump 1 Hamal
Wall maintenance	20,000
Reserve study	-
Contingency	25,000
This category is for unexpected, non-budgeted expenditures that the District may incur	
Storm clean-up	10,000
Property appraiser	1,141
The property appraiser's fees are \$150.00 plus \$.75 per parcel.	
Information system services	2,030
The Palm Beach County ISS fee is based on total amount levied on-roll and for amounts up \$1,450,000 it is \$2,030.	
Tax collector	7,689
The tax collector's fees are 1% of the on-roll assessment.	
Total expenditures	<u>\$ 785,954</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2021 BUDGET (REFUNDED SERIES 2017)
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUE					
Assessment levy - gross	\$ 737,687				\$ 737,687
Allowable discounts (4%)	(29,507)				(29,507)
Assessment levy - net	708,180	\$ 666,838	\$ 41,342	\$ 708,180	708,180
Interest	-	6,019	(6,019)	-	-
Total revenue	708,180	672,857	35,323	708,180	708,180
EXPENDITURES					
Debt service					
Principal 5/1	621,000	-	621,000	621,000	632,000
Interest 11/1	43,010	43,010	-	43,010	37,204
Interest 5/1	43,010	-	43,010	43,010	37,204
Total debt service	707,020	43,010	664,010	707,020	706,408
Other fees & charges					
Tax collector	7,377	6,568	809	7,377	7,377
Total other fees & charges	7,377	6,568	809	7,377	7,377
Total expenditures	714,397	49,578	664,819	714,397	713,785
OTHER FINANCING SOURCES/(USES)					
Net increase/(decrease) in fund balance	(6,217)	623,279	(629,496)	(6,217)	(5,605)
Beginning fund balance (unaudited)	97,171	119,863	743,142	119,863	113,646
Ending fund balance (projected)	\$ 90,954	\$ 743,142	\$ 113,646	\$ 113,646	108,041
Use of fund balance:					
Interest expense - November 1, 2026					(31,294)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 76,747

Hamal

Community Development District

Special Assessment Refunding Bonds, Series 2021

\$6,420,000

Debt Service Schedule

Date	Principal	Prepayment	Coupon	Interest	Total P+I
11/01/2025	-	-	-	37,203.65	37,203.65
05/01/2026	632,000.00	-	1.870%	37,203.65	669,203.65
11/01/2026	-	-	-	31,294.45	31,294.45
05/01/2027	644,000.00	-	1.870%	31,294.45	675,294.45
11/01/2027	-	-	-	25,273.05	25,273.05
05/01/2028	656,000.00	-	1.870%	25,273.05	681,273.05
11/01/2028	-	-	-	19,139.45	19,139.45
05/01/2029	670,000.00	-	1.870%	19,139.45	689,139.45
11/01/2029	-	-	-	12,874.95	12,874.95
05/01/2030	683,000.00	-	1.870%	12,874.95	695,874.95
11/01/2030	-	-	-	6,488.90	6,488.90
05/01/2031	694,000.00	-	1.870%	6,488.90	700,488.90
Total	\$3,979,000.00		-	\$264,548.90	\$4,243,548.90

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
FISCAL YEAR 2026**

Product	Total Projected Units	Adopted FY 2026			% Change FY 2025' to FY 2026'
		Series 2021 Debt Service Assessment	O & M Assessment	Total Proposed Assessment	
Condos	288	\$ 401.36	\$ 474.10	\$ 875.46	6.50%
Townhomes	331	441.09	474.10	915.20	6.20%
SF 30' & 40'	309	682.31	677.26	1,359.57	5.95%
SF 50'	229	682.31	677.26	1,359.57	5.95%
SF 70'	164	682.31	677.26	1,359.57	5.95%
	<u>1,321</u>				

Product	Total Projected Units	Adopted FY 2025 - Detail		
		Series 2021 Debt Service Assessment	O & M Assessment	Total Assessment
Condos	288	\$ 401.36	\$ 420.69	\$ 822.05
Townhomes	331	441.09	420.69	861.79
SF 30' & 40'	309	682.31	600.96	1,283.27
SF 50'	229	682.31	600.96	1,283.27
SF 70'	164	682.31	600.96	1,283.27
	<u>1,321</u>			

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

6

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

6A

AFFIDAVIT OF PUBLICATION

Hamal Cdd
Hamal Cdd
2300 GLADES RD
STE 410W

BOCA RATON FL 334318556

STATE OF WISCONSIN, COUNTY OF BROWN

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

08/21/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/21/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$836.30

Tax Amount: \$0.00

Payment Cost: \$836.30

Order No: 11587417

Customer No: 729520

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

HAMAL COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

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

DATE: September 11, 2025
TIME: 6:00 p.m.
LOCATION: Briar Bay Clubhouse
3400 Celebration Blvd.
West Palm Beach, Florida 33411

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"). The second public hearing is being held pursuant to Chapters 190, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2026; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

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

Product	Number of Units	ERU	FY2026 O&M Assessment Per Unit*
Condos	288	0.7	\$474.10
Townhomes	331	0.7	\$474.10
SF 30' and 40'	309	1.0	\$677.26
SF 50'	229	1.0	\$677.26
SF 70'	164	1.0	\$677.26

*Annual O&M Assessment includes County collection costs and early payment discounts

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

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

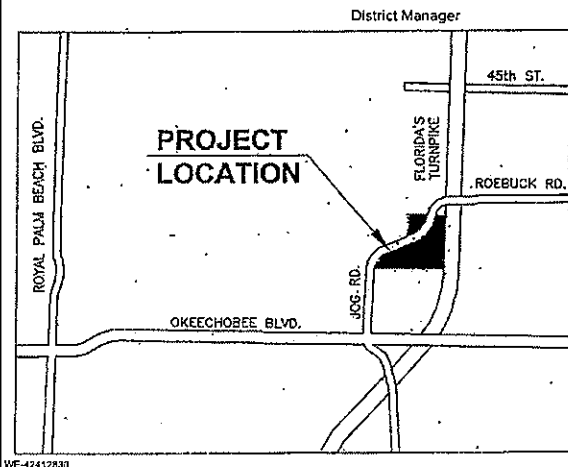
For FY 2026, the District intends to have the County Tax Collector collect the O&M Assessments imposed on all benefitted property. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://hamalcd.com>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

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

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



HAMAL
COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2025-09
[FY 2026 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2026 installment of the District's previously levied debt service special assessments ("**Debt Assessments,**" and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7B

I. 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.

HAMAL COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
EVALUATION MATRIX

	PERSONNEL & EQUIPMENT	EXPERIENCE	UNDERSTANDING SCOPE OF RFP	FINANCIAL CAPACITY	PRICE	REASONABLENESS OF ALL NUMBERS	TOTAL POINTS
RESPONDENT	30 POINTS	15 POINTS	15 POINTS	5 POINTS	20 POINTS	15 POINTS	100 POINTS
A Better Look Landscaping, LLC							
Brightview Landscape Services, Inc.							
Ibero Property Maintenance Services							
Palm Beach County Landscape, Inc.							
UG2, LLC							

Completed by: _____
 Board Member's Signature

Date: _____

 Printed Name of Board Member

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

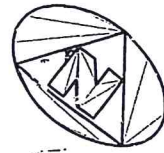
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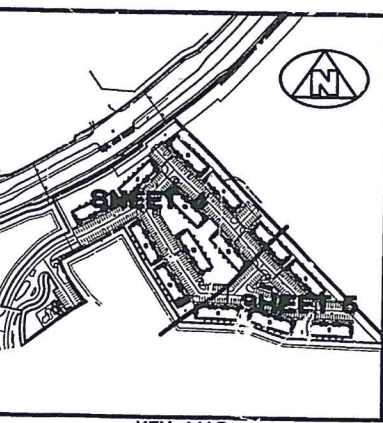
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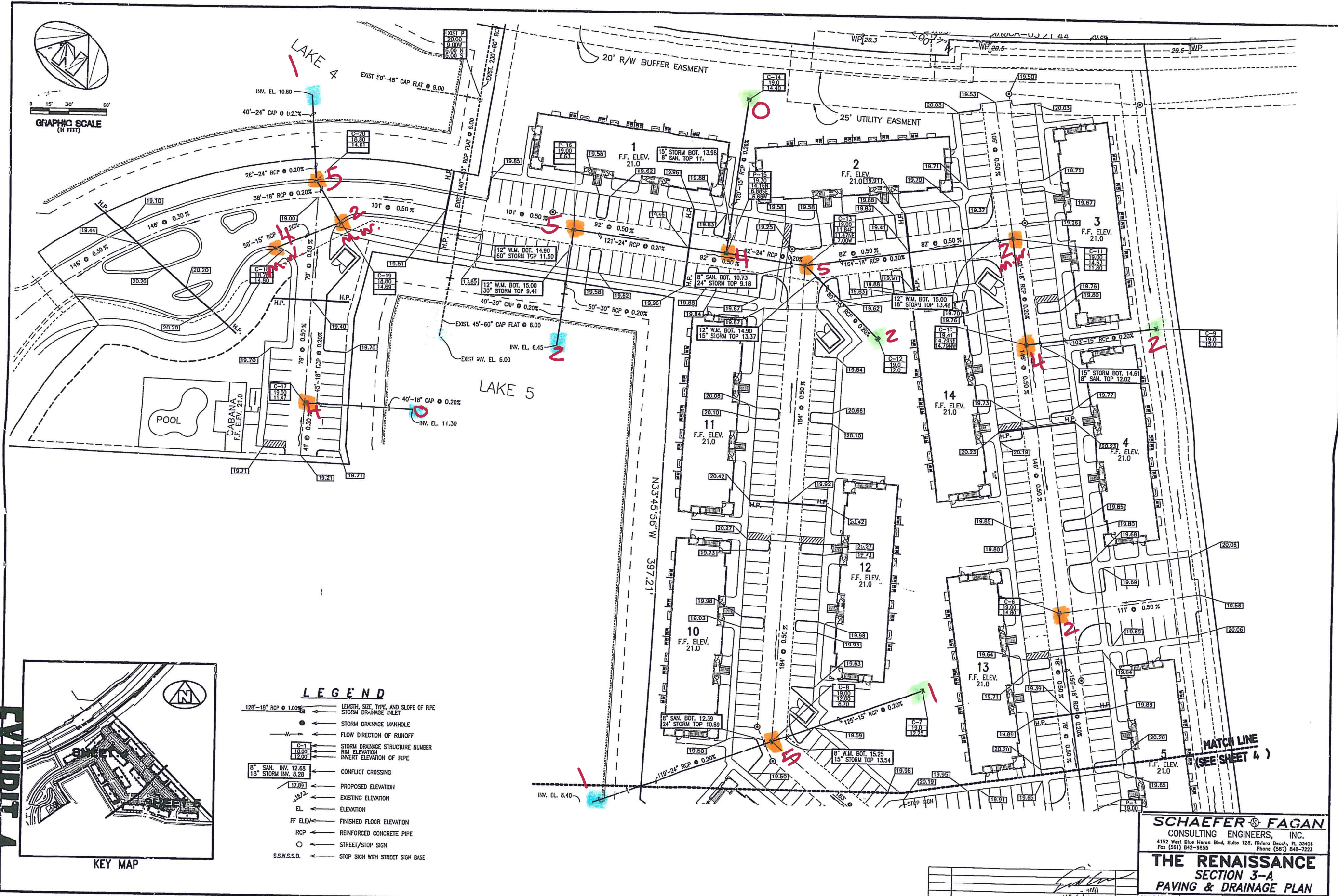


GRAPHIC SCALE
(IN FEET)



KEY MAP

- LEGEND**
- 128"-18" RCP @ 1.00% — LENGTH, SIZE, TYPE, AND SLOPE OF PIPE
 - STORM DRAINAGE MANHOLE
 - FLOW DIRECTION OF RUNOFF
 - C-1 STORM DRAINAGE STRUCTURE NUMBER
 - 19.00 R.F. ELEVATION
 - 12.00 INVERT ELEVATION OF PIPE
 - 8" SAN. INV. 12.68 18" STORM INV. 8.28 — CONFLICT CROSSING
 - 17.89 — PROPOSED ELEVATION
 - 16.2 — EXISTING ELEVATION
 - EL. — ELEVATION
 - FF ELEV. — FINISHED FLOOR ELEVATION
 - RCP — REINFORCED CONCRETE PIPE
 - — STREET/STOP SIGN
 - S.S.W.S.B. — STOP SIGN WITH STREET SIGN BASE



MATCH LINE
(SEE SHEET 4)

SCHAEFER & FAGAN
CONSULTING ENGINEERS, INC.
4152 West Blue Heron Blvd, Suite 128, Riviera Beach, FL 33404
Fax (561) 842-9855 Phone (561) 848-7223

THE RENAISSANCE
SECTION 3-A
PAVING & DRAINAGE PLAN

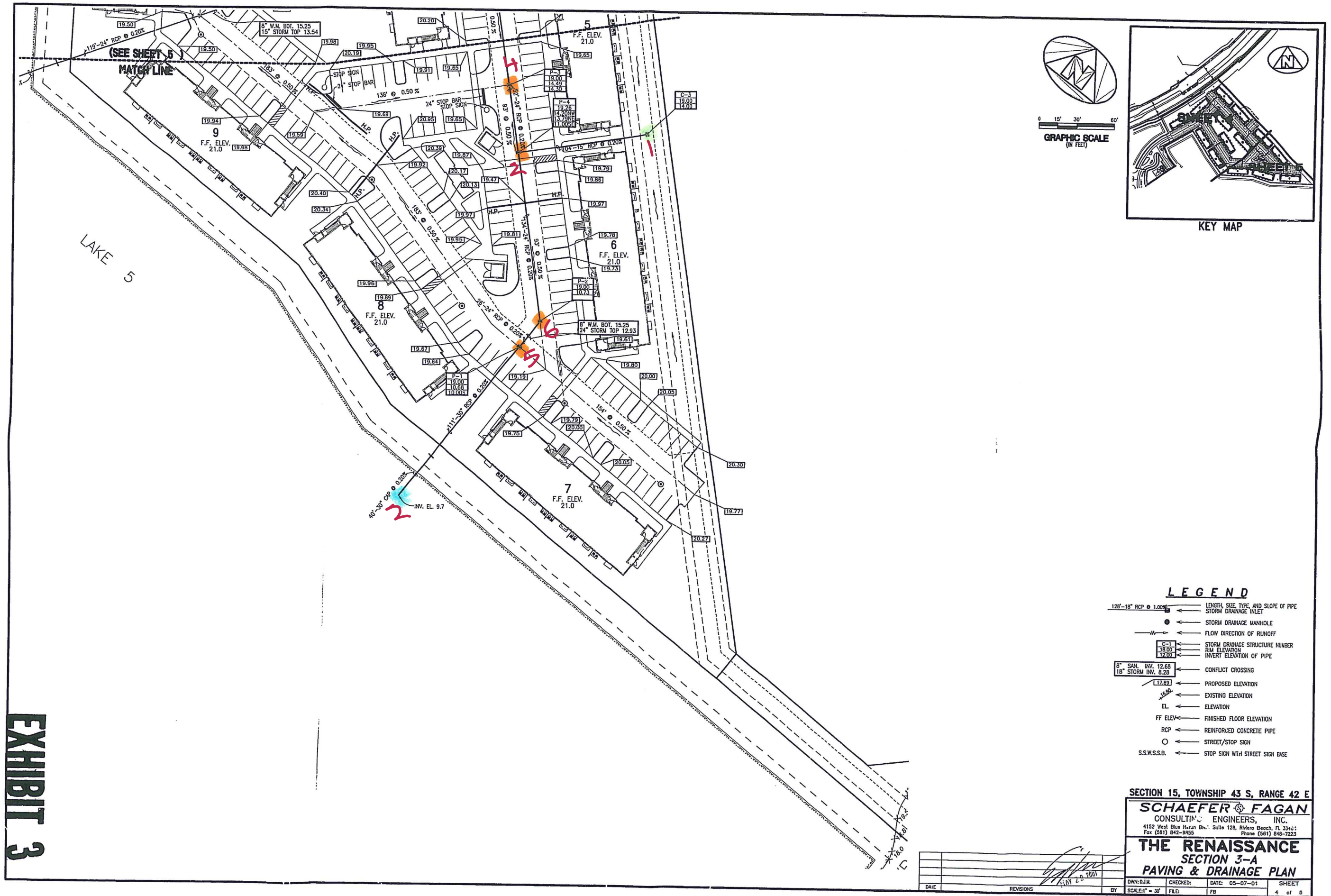
DATE	REVISIONS	BY	SCALE: 1" = 30'	FILE:	FB
MAY 2, 2001					

DWN: D.J.M. CHECKED: DATE: 05-07-01 SHEET: 5 of 5

EXHIBIT A
DATE: MAY 2, 2001
BY: [Signature]

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EXHIBIT 3



The Cove at Briar Bay 2025 Inspection Map - Section B

Legend:

Orange dots are catch basins

Blue dots are outfall pipes

MW = Mudwork (concrete repair)

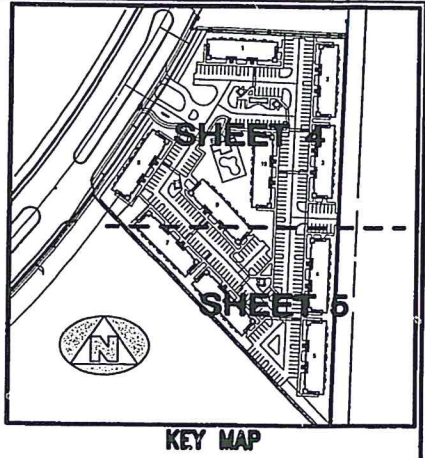
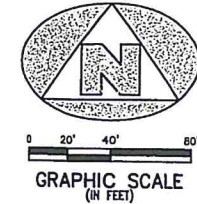
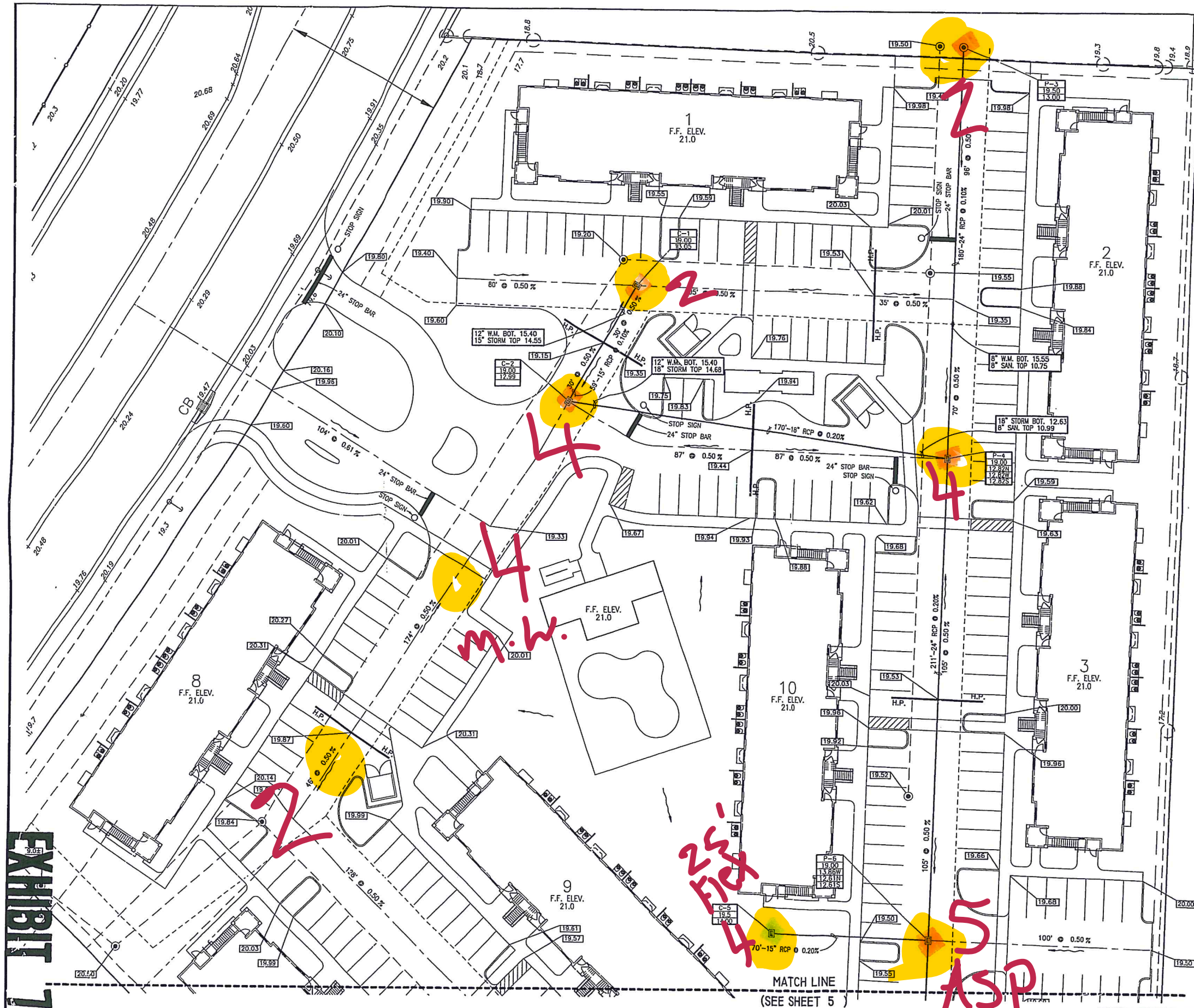
ASP = Asphalt repair

FLEX = Flex hose will be required to reach the structure to clean it

RED Numbers represent the amount of sediment measured in inches in the structure.

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EXHIBIT 7



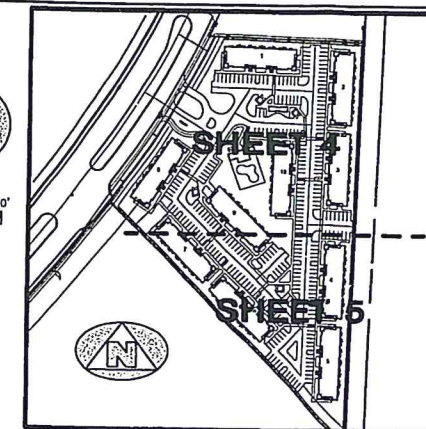
- LEGEND**
- 128"-18" RCP @ 1.00% — LENGTH, SIZE, TYPE, AND SLOPE OF PIPE
 - STORM DRAINAGE INLET
 - ⊙ — STORM DRAINAGE MANHOLE
 - FLOW DIRECTION OF RUNOFF
 - C-1 — STORM DRAINAGE STRUCTURE NUMBER
 - 18.00 — RIM ELEVATION
 - 12.00 — INVERT ELEVATION OF PIPE
 - 8" SAN. INV. 12.68 — CONDUIT CROSSING
 - 18" STORM INV. 8.28
 - 17.89 — PROPOSED ELEVATION
 - 16.99 — EXISTING ELEVATION
 - EL — ELEVATION
 - FF ELEV. — FINISHED FLOOR ELEVATION
 - RCP — REINFORCED CONCRETE PIPE
 - — STREET/STOP SIGN
 - S.S.W.S.S.B. — STOP SIGN WITH STREET SIGN BASE

SECTION 15, TOWNSHIP 43 S, RANGE 42 E







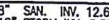








SCHAEFER & FAGAN
CONSULTING ENGINEERS, INC.
4152 West Blue Heron Blvd, Suite 128, Riviera Beach, FL 33404
Fax (561) 842-9855 Phone (561) 848-7223

THE RENAISSANCE
SECTION 3B
PAVING & DRAINAGE PLAN

DATE	REVISIONS	BY	SCALE: 1" = 20'	CHECKED:	DATE: 05-07-01	SHEET
				FILE:	FB	4 of 5



KEY MAP

- ## L E G E N D
- | | |
|---|---------------------------------------|
|  | LENGTH, SIZE, TYPE, AND SLOPE OF PIPE |
|  | STORM DRAINAGE INLET |
|  | STORM DRAINAGE MANHOLE |
|  | FLOW DIRECTION OF RUNOFF |
|  | STORM DRAINAGE STRUCTURE NUMBER |
|  | RIM ELEVATION |
|  | INVERT ELEVATION OF PIPE |
|  | CONFLICT CROSSING |
|  | PROPOSED ELEVATION |
|  | EXISTING ELEVATION |
|  | ELEVATION |
|  | FINISHED FLOOR ELEVATION |
|  | REINFORCED CONCRETE PIPE |
|  | STREET/STOP SIGN |
|  | STOP SIGN WITH STREET SIGN BASE |

SECTION 15, TOWNSHIP 43 S, RANGE 42 E

SCHAEFER & FAGAN
CONSULTING ENGINEERS, INC.
4152 West Blue Heron Blvd, Suite 128, Riviera Beach, FL 33404
Fax (561) 842-9855 Phone (561) 848-7223

THE RENAISSANCE
SECTION 3B
PAVING & DRAINAGE PLAN

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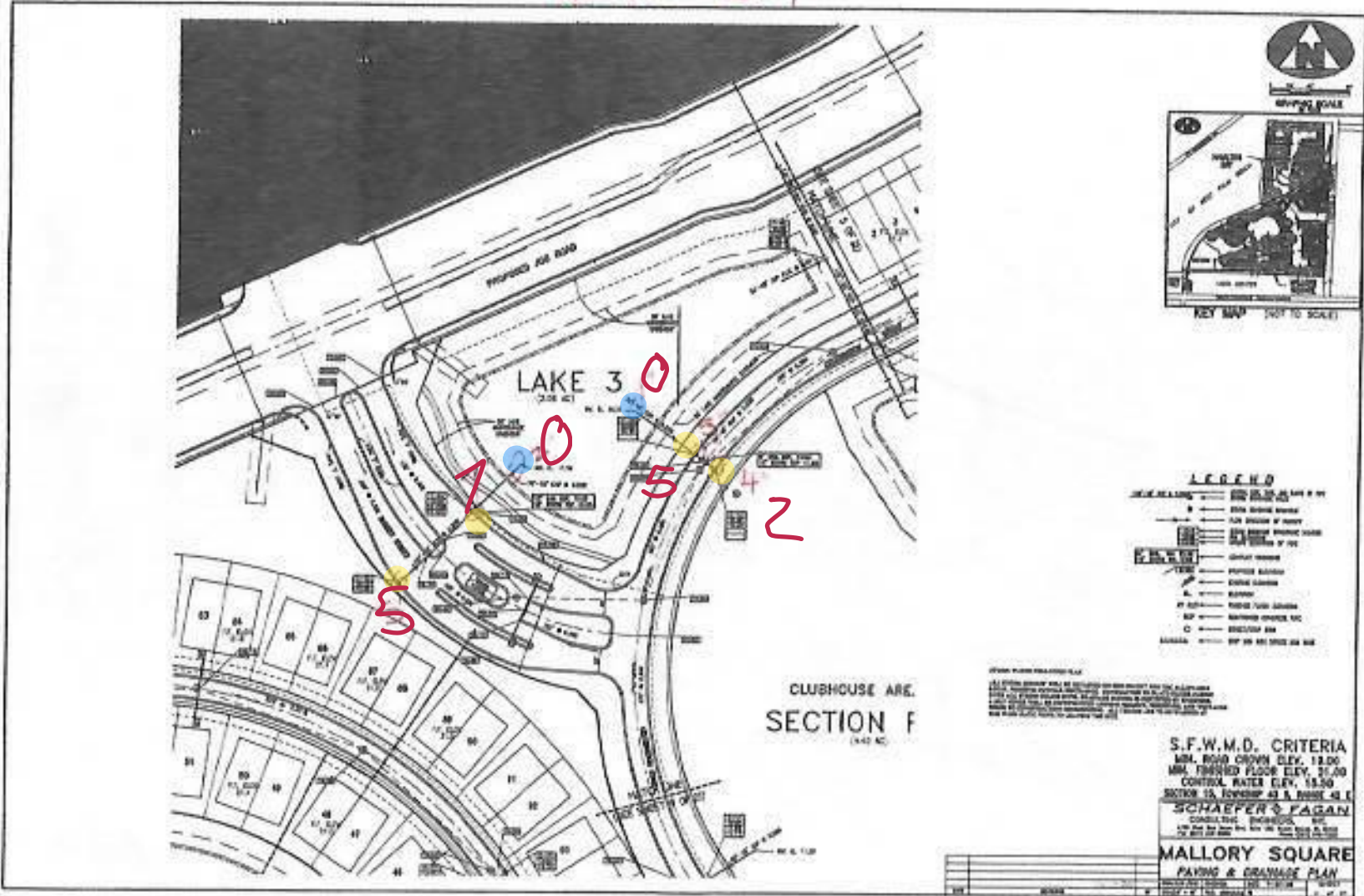
Blue dots are outfall pipes

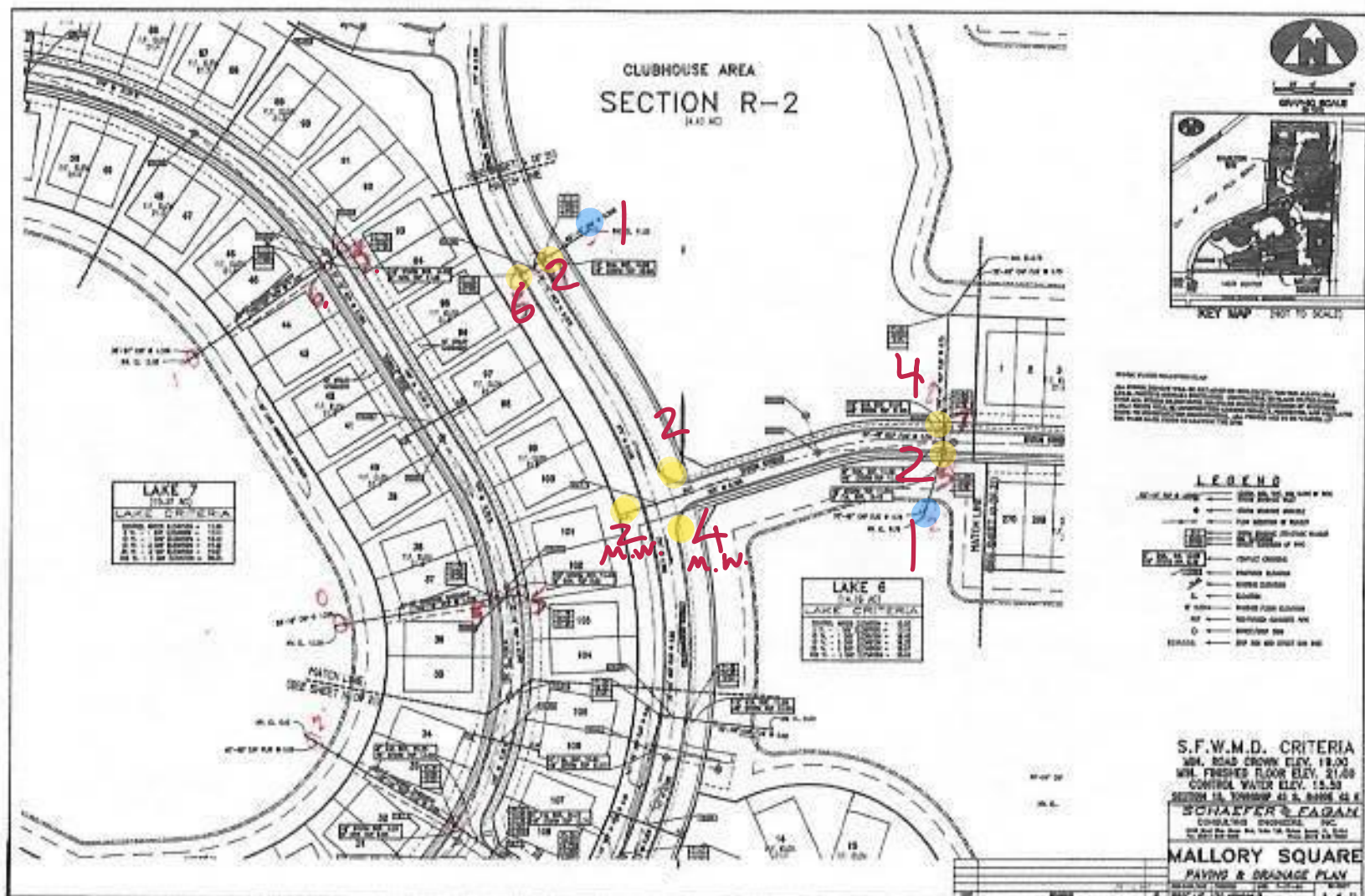
MW = Mudwork (concrete repair)

ASP = Asphalt repair

RED Numbers represent the amount
of sediment measured in inches in the structure.

Briar Bay





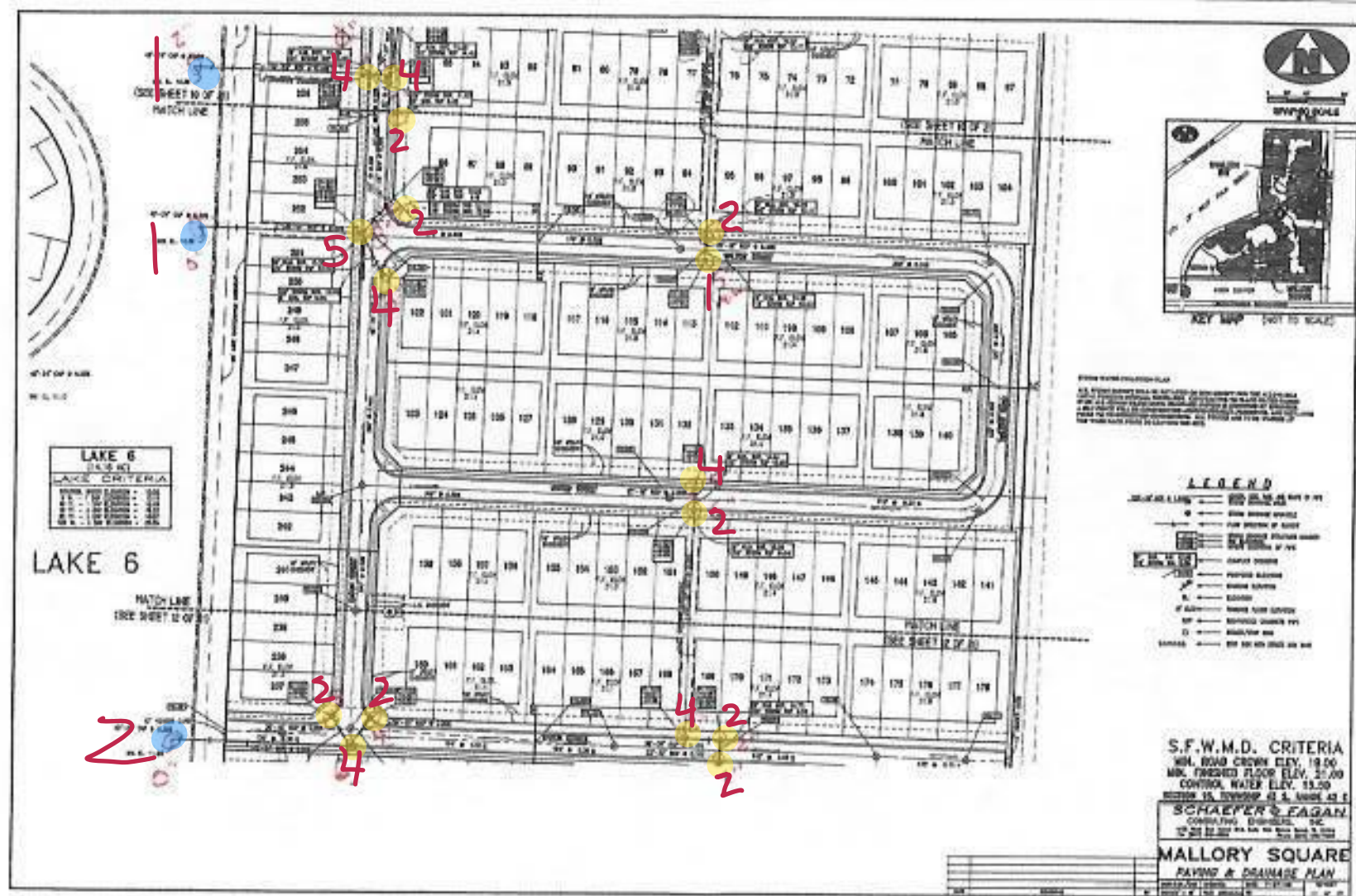
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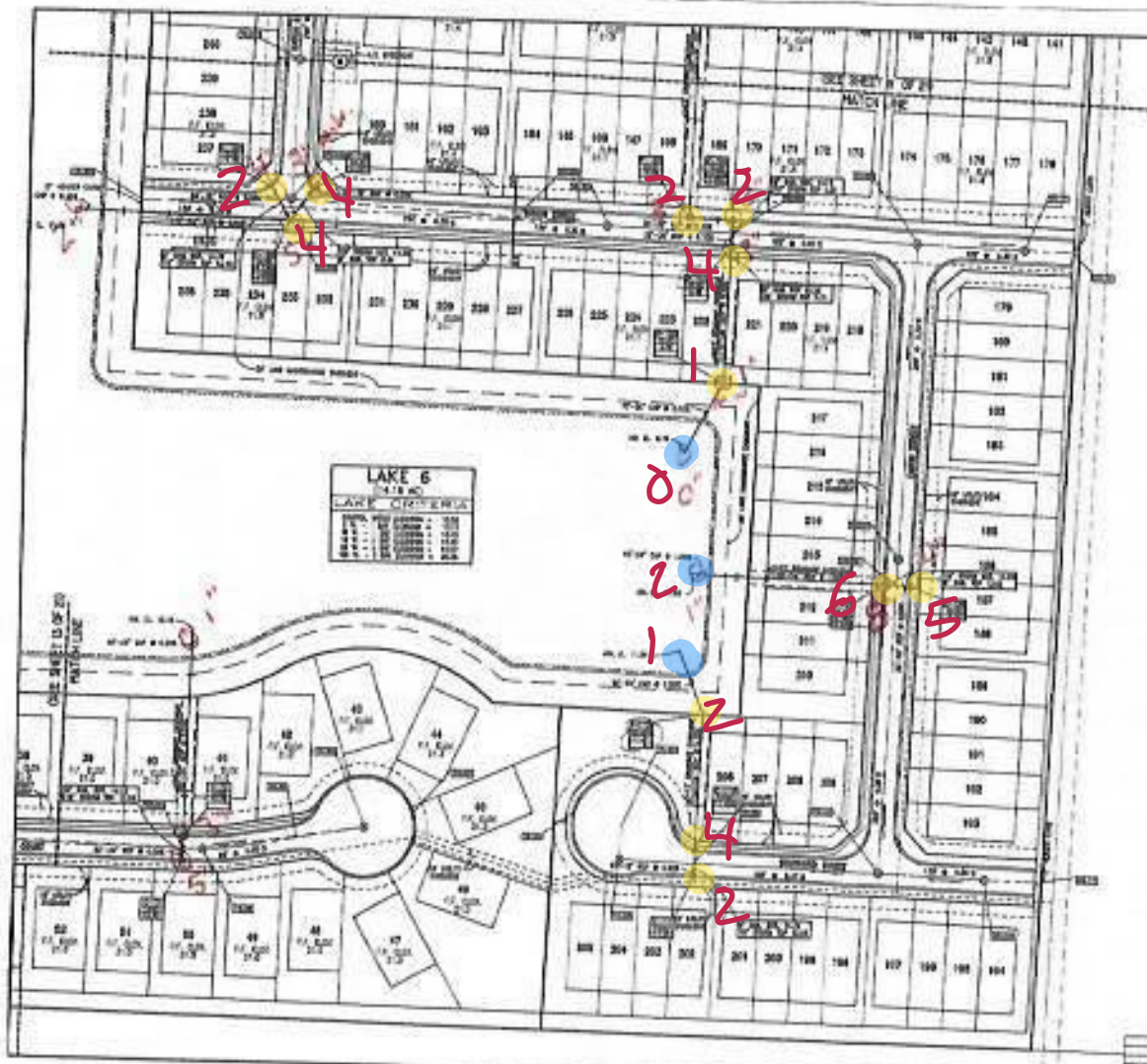
S.F.W.M.D. CRITERIA
 MBL ROAD CROWN ELEV. 18.00
 MBL FINISHED FLOOR ELEV. 21.00
 CONTROL WATER ELEV. 15.50
 SECTION 15, TOWNSHIP 45 S, RANGE 43 E

SCHAEFER & FAGAN
CONSULTING ENGINEERS, INC.
1200 15th Ave. S.W. P.O. Box 18, Kent, WA 98040

MALLORY SQUARE

PAYING A DRAINAGE PLAN			
NO. OF DRAINAGE PLANS	NO. OF DRAINAGE PLANS	NO. OF DRAINAGE PLANS	NO. OF DRAINAGE PLANS
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100





GRAPHIC SCALE

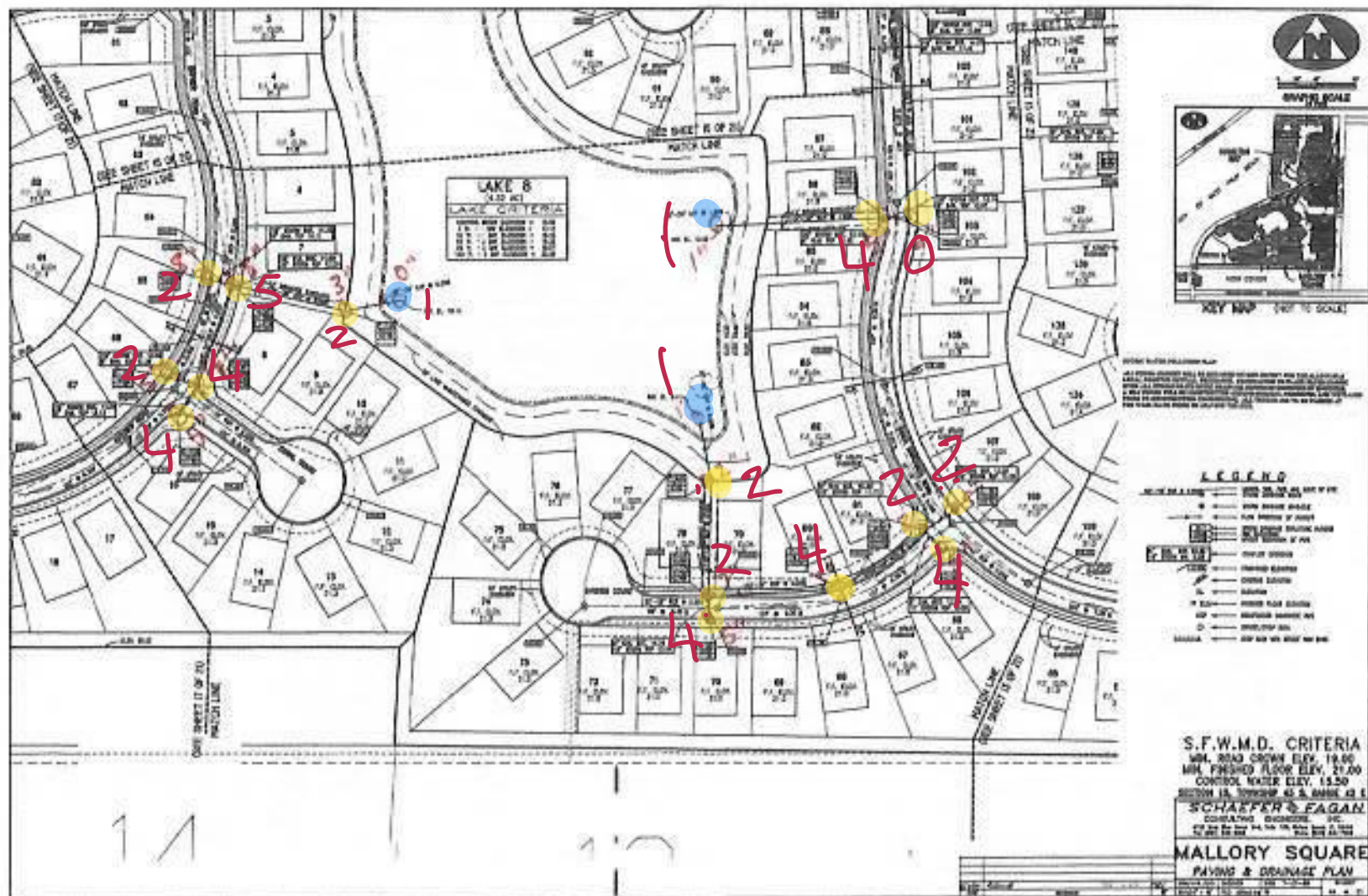


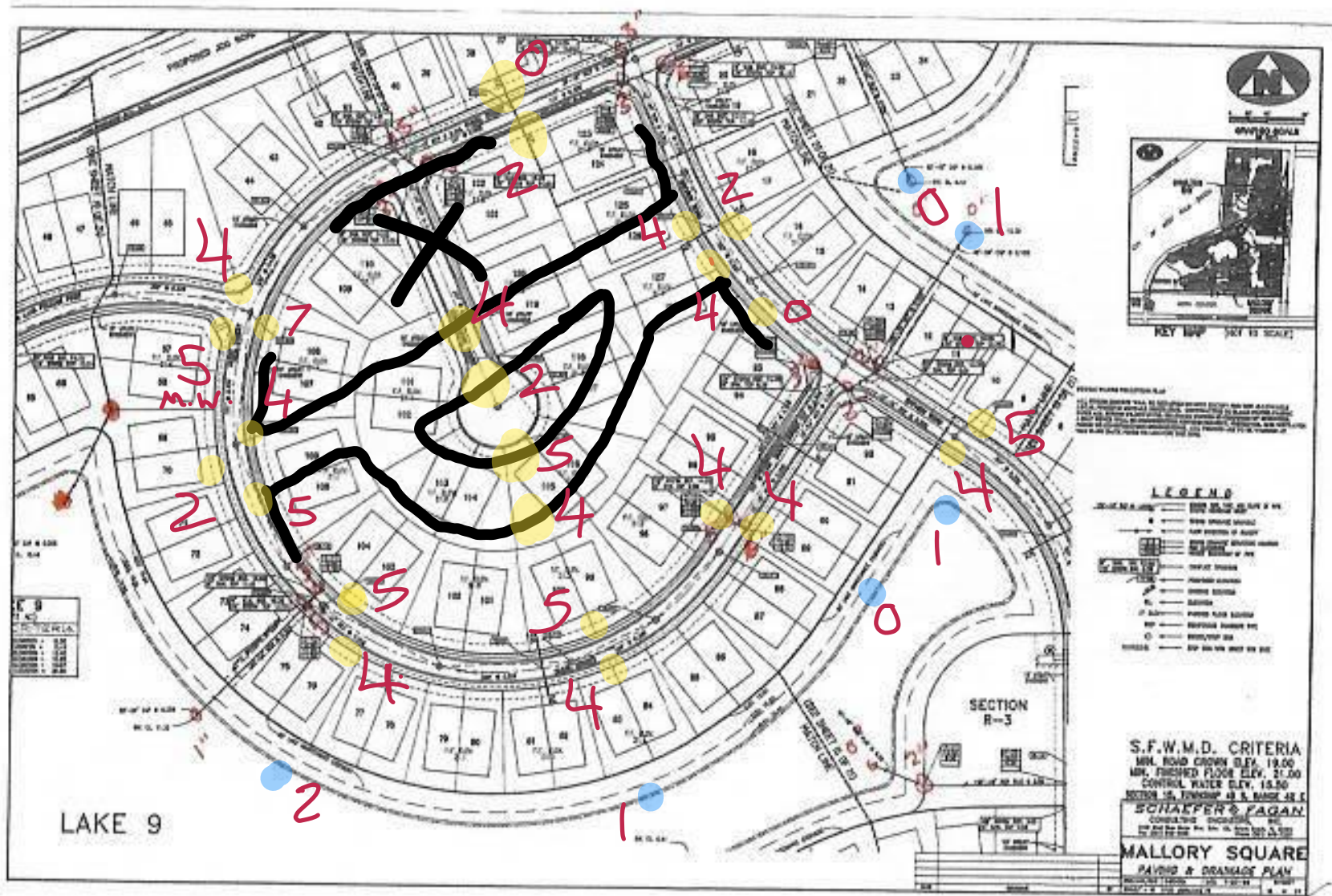
KEY MAP ONLY TO SCALE

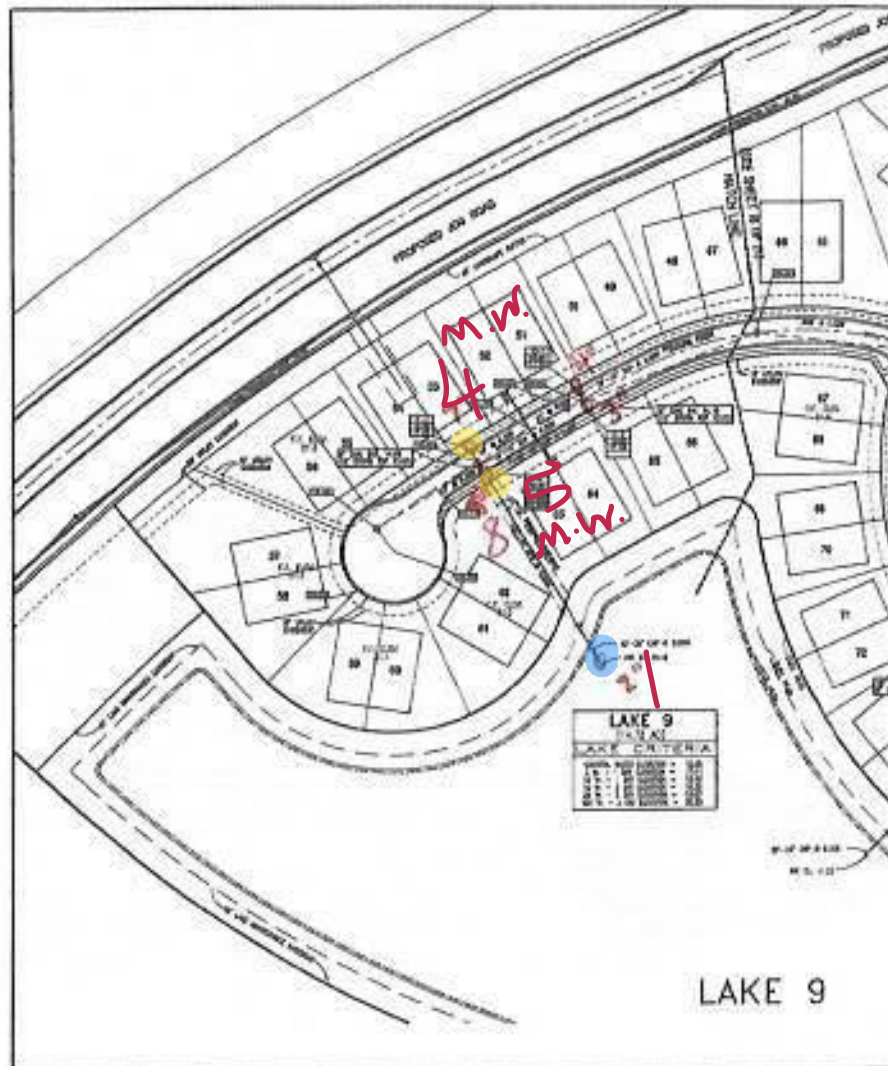
DESIGNED FOR THE CITY OF LOS ANGELES
 ALL DIMENSIONS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.
 THE CITY OF LOS ANGELES IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 THE CITY OF LOS ANGELES IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

- LEGEND**
- 1. LAKE AREA
 - 2. LAKE DEPTH
 - 3. LAKE VOLUME
 - 4. LAKE PERIMETER
 - 5. LAKE SURFACE AREA
 - 6. LAKE SURFACE AREA
 - 7. LAKE SURFACE AREA
 - 8. LAKE SURFACE AREA
 - 9. LAKE SURFACE AREA
 - 10. LAKE SURFACE AREA

S.F.W.M.D. CRITERIA
 MIN. ROAD CROWN ELEV. 15.00
 MIN. FINISHED FLOOR ELEV. 11.00
 CONTROL WATER ELEV. 15.50
 SECTION 15, SUBSECTION 42 S. BUNKER ST.
SCHAEFER & FAGAN
 CONSULTING ENGINEERS
 1200 N. GATEWAY BLVD. SUITE 100
 LOS ANGELES, CA 90012
MALLORY SQUARE
 PAVING & DRAINAGE PLAN
 PROJECT NO. 15-000000-0000
 DATE 10-1-14
 SHEET 11 OF 11







FROM EXISTING LAYOUT PLAN
 THE ABOVE SHOWN PLAN IS A PRELIMINARY DESIGN FOR THE PROJECT. IT IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL DESIGN SHALL BE SUBMITTED TO THE APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

LEGEND

—	PROPOSED ROAD
—	EXISTING ROAD
—	PROPOSED SIDEWALK
—	EXISTING SIDEWALK
—	PROPOSED DRIVEWAY
—	EXISTING DRIVEWAY
—	PROPOSED UTILITY
—	EXISTING UTILITY
—	PROPOSED FENCE
—	EXISTING FENCE
—	PROPOSED SIGN
—	EXISTING SIGN

S.F.W.M.D. CRITERIA
 MIN. ROAD CROWN ELEV. 18.00
 MIN. FINISHED FLOOR ELEV. 21.00
 CONTROL WATER ELEV. 15.50
 SECTION 15, TOWNSHIP 13 N, RANGE 42 E

SCHAEFER & FAGAN
 CONSULTING ENGINEERS, P.C.
 1000 1st St. N.E. Ste. 100
 Grand Rapids, MI 49503-1000

MALLORY SQUARE
 PAVING & DRAINAGE PLAN

DATE	10/1/2014
BY	J. J. J.
CHECKED	J. J. J.
APPROVED	J. J. J.

Hamilton Bay

2025 Inspection Map

Legend:

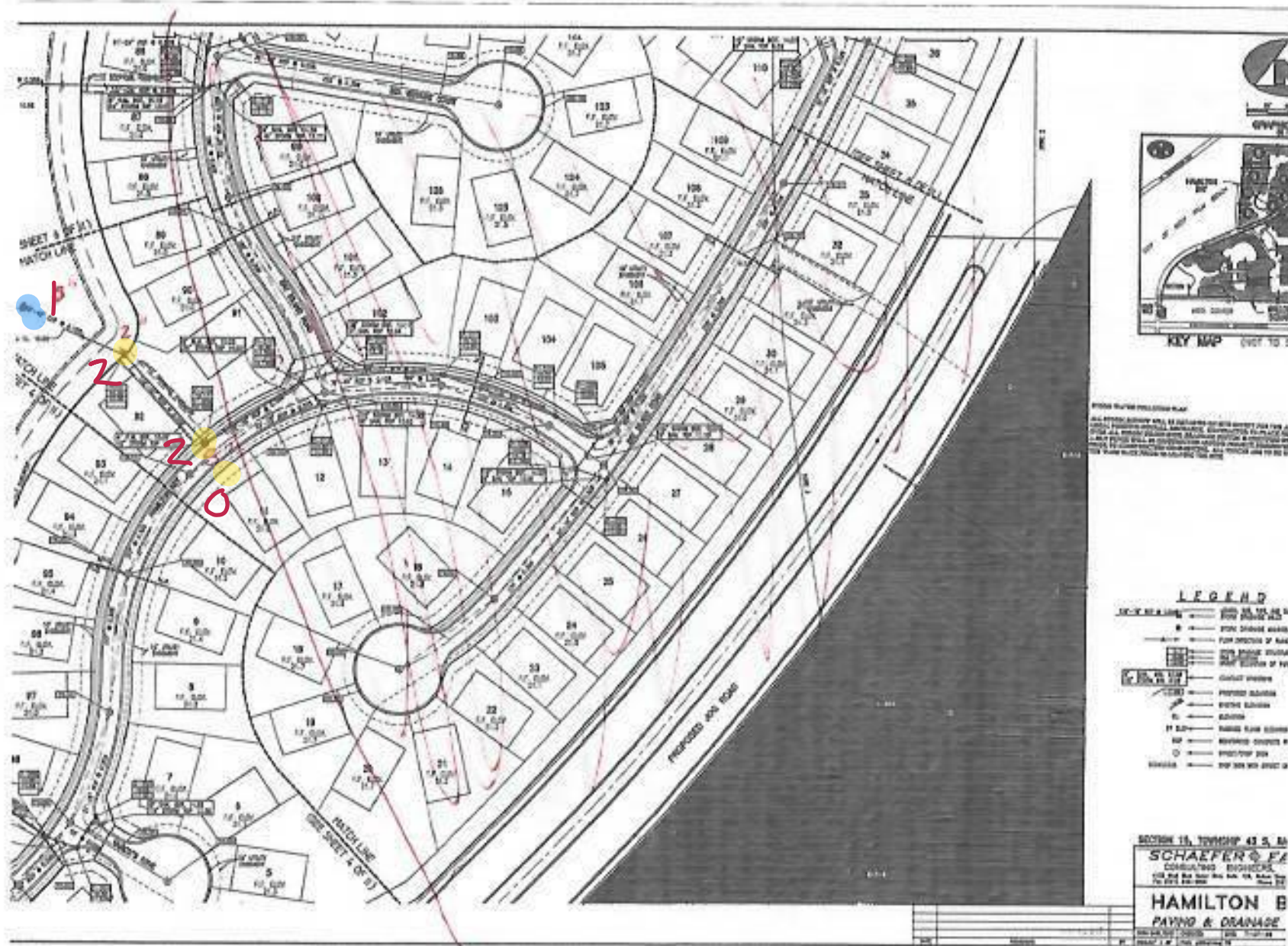
Yellow dots are catch basins

Blue dots are outfall pipes

MW = Mudwork (concrete repair)

ASP = Asphalt repair

RED Numbers represent the amount of sediment measured in inches in the structure.





Vista Lago

2025 Inspection Map

Legend:

Yellow dots are catch basins

Pink dots are storm manholes

Green dots are yard drains

Blue dots are outfall pipes

MW = Mudwork (concrete repair)

ASP = Asphalt repair

RED Numbers represent the amount of sediment measured in inches in the structure.

Vista Lago

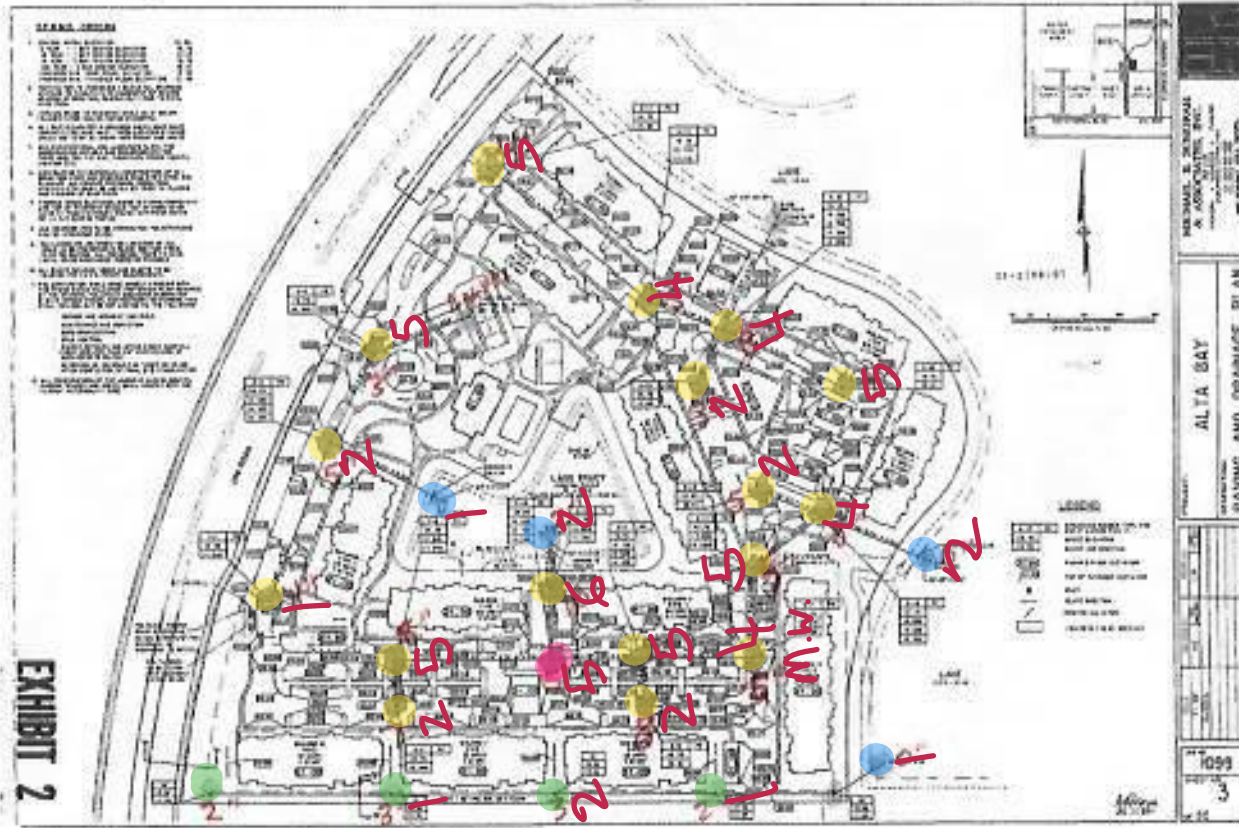


EXHIBIT 2

Sundler @
Alta Lago

Permit # SC-04120-P
APPL # 010622-13

157

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

8A



6900 S.W. 21st Court . Building 9 . Davie, FL 33317
Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770
Email: info@allstatemanagement.com

STORMWATER SYSTEM / MAINTENANCE PROPOSAL

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

Prepared for:

Ms. Jamie Sanchez / District Manager
Wrathell, Hunt and Associates, LLC



6900 S.W. 21st Court . Building 9 . Davie, FL 33317
Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770
Email: info@allstatemanagement.com

8/27/2025

Ms. Jamie Sanchez / District Manager
Hamal Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, #410W
Boca Raton, Florida 33431

Dear Ms. Sanchez,

As you requested, attached is an Agreement for Service covering maintenance of the stormwater system at Hamal Community Development District.

Annual cleaning of the catch basins will keep the system in proper running order. The reports generated from this service should be kept in a file of maintenance records. Please call if you have any questions.

Looking forward to working with you on this important project.

Respectfully yours,

ALLSTATE RESOURCE MANAGEMENT, INC.

A handwritten signature in blue ink that reads "Wendy Shaw". The signature is written in a cursive, flowing style.

Wendy Shaw
Stormwater Division Manager

Enclosures:

STORMWATER SYSTEM - MAINTENANCE AGREEMENT

This agreement dated 8/27/2025 is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Hamal Community Development District
c/o Wrathell, Hunt and Associates, LLC (561) 571-0010 x-130
2300 Glades Road, #410W (561) 571-0013 FAX
Boca Raton, Florida 33431 sanchezi@whhassociates.com

Both Customer and ARMI agree to the following terms and conditions:

1. ARMI will provide the following services on behalf of the customer in accordance with the terms and conditions of this agreement at the following stormwater site:
Maintenance of the stormwater facilities located at Hamal CDD in Palm Beach County.
2. Customer agrees to pay ARMI the following amounts during the term of this agreement for these specific stormwater services:

Cove at Briar Bay – Section A

Jet and clean eleven (11) storm drains	
Mudwork repairs at three (3) structures	\$2,960.00
Inspection Fee Credit	\$ 110.00
Dump / Disposal Fee	Included
Management Reporting	Included
Investment:	\$2,850.00

Cove at Briar Bay – Section B

Jet and clean eight (8) storm drains	
Mudwork repairs at one (1) structure	
Asphalt repairs at two (2) structures	\$3,910.00
Flexible hose used to reach inaccessible structures	Included
Inspection Fee Credit	\$ 80.00
Dump / Disposal Fee	Included
Management Reporting	Included
Investment:	\$3,830.00

STORMWATER SYSTEM - MAINTENANCE AGREEMENT

Page 2

Briar Bay

Jet and clean one hundred (100) storm drains
Mudwork repairs at fourteen (14) structures

\$21,750.00

Inspection Fee Credit

\$ 1,000.00

Dump / Disposal Fee

Included

Management Reporting

Included

Investment: \$20,750.00

Hamilton Bay

Jet and clean twenty-six (26) storm drains
Mudwork repairs at eleven (11) structures

\$7,750.00

Inspection Fee Credit

\$ 260.00

Dump / Disposal Fee

Included

Management Reporting

Included

Investment: \$7,490.00

Vista Lago

Jet and clean twelve (12) storm drains
Mudwork repairs at one (1) structure

\$2,640.00

Inspection Fee Credit

\$ 120.00

Dump / Disposal Fee

Included

Management Reporting

Included

Investment: \$2,520.00

GRAND TOTAL: \$37,440.00

3. Schedule of payment: 50% Deposit shall be due and payable upon execution of this agreement. Work will begin approximately three (3) weeks upon receipt of deposit. Balance due and payable upon completion of work.

STORMWATER SYSTEM - MAINTENANCE AGREEMENT

Page 3

4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. Addendums:

This contract is for maintenance of the stormwater system structures and does not include any additional services or parts. Extra services and parts will be priced based on time and materials, if required and approved by the CUSTOMER.
6. Proof of insurance included.
7. This agreement constitutes the entire agreement of ARMI and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

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

Wendy Shaw

CUSTOMER (Signature)

NAME / TITLE (Printed)

DATE

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

9

WATERWAY MANAGEMENT AGREEMENT

This agreement, dated August 1, 2025, is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Hamal Community Development District
c/o Wrathell, Hunt & Associates, LLC (561) 420-0640
2300 Glades Road, Suite 410W (561) 577-0799 cell
Boca Raton, Florida 33431 dwayne@iberopropertymgmt.com

Both CUSTOMER and ARMI agree to the following terms and conditions:

1. ARMI will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this agreement at the following aquatic site:

Nine (9) lakes (24,016 total linear foot perimeter) located at Hamal Community in Palm Beach County, Florida - map attached.

2. CUSTOMER agrees to pay ARMI the following amounts during the term of this agreement for these specific waterway management services:

Algae And Aquatic Plant Control	\$2,082.00 / monthly
Border Grass and Brush Control to Water's Edge	Included
Monthly Water Testing	Included
Debris Removal (During Scheduled Visits)	Included
Fish Stocking (Bass and Bream)	Optional
Biological Control Agent Permit Application Triploid Grass Carp, Mosquito Fish	Included*
Management Reporting	Included

Forty-eight (48) visits per year minimum, with treatment as necessary (lake maintenance). Additional necessary visits at no extra cost.

* Triploid grass carp stocking subject to required approval of Florida Fish & Wildlife Conservation Commission.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in advance in equal monthly installments.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. ARMI agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife.
6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to ALLSTATE RESOURCE MANAGEMENT, INC., 6900 SW 21st Court, Unit #9, Davie, Florida 33317. CUSTOMER agrees to pay for all services rendered by ARMI to date of termination of contract. ARMI reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. FISH STOCKING: Annual Spring Fish Stocking optional - at an additional cost.
9. Addendums: See attached map, survey and report (where applicable).
 - A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program is included.
 - B. Except as noted herein, additional work as requested by CUSTOMER such as physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.
 - C. Care for aquatic sanctuary areas and littoral shelves planted with sensitive aquatic flora is not included herein, unless the wetland maintenance option is chosen.
 - D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.

- E. CUSTOMER is responsible for providing access to the lakefront for workboat launch and access.
- F. Trash in areas will be defined as individual bottles, cups, cans, paper and other items not natural to the shoreline aquatic environment. We are not equipped to remove large items, or quantities of dumped trash that are not easily handled by our workboat.
- G. Marking of staff gauge elevations must be measured by a licensed surveyor. This cost is not included herein.
- H. CUSTOMER will provide Allstate Resource Management, Inc. with a copy of permits, and a Time-Zero Monitoring Report (when prepared by others)

10. Proof of insurance included.

11. This agreement constitutes the entire agreement of ARMI and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

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

Wendy Shaw

CUSTOMER (Signature)

CUSTOMER NAME (print)

DATE

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

10

**Welcome
To Ibero Property
Maintenance
Services.**

**“Your First Choice for
all Property
Maintenance
Solutions.”**

**Exclusive Landscaping Tree Trimming / Pruning Proposal
Hamal Community Development District
2300 Glades Road Suite 410 A Boca Raton, Florida 33431**



CONTACT INFO

PHONE:

(561)420-0640

FAX:

(561)420-0641

EMAIL: DWAYNE@IBEROPROPERTYMGMT.COM

WWW.IBEROPROPERTYMGMT.COM

ADDRESS:

1551 FORUM PLACE SUITE 300E

WEST PALM BEACH FL 33401



2500 Metro Centre Blvd Suite 8, West Palm Beach, Florida 33407
PH : (561) 420-0640 FAX : (561) 420-0641
www.iberopropertymgmt.com

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1. Introduction letter	1
2. Leadership.....	2
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4. Licenses and Certifications	4
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6. Equipment List	7
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8. Tree List and Pricing	9
9. Hamal CDD Site Map.....	10
10. Signature Page	11

Dwayne P Barrett
Ibero Property Management Corporation
2500 Metro Centre Blvd, Suite 8
West Palm Beach, Florida 33411

The Board of Directors
Hamal Community Development District
2300 Glades Road # 410 W
Boca Raton, Florida 33431

Dear Board of Directors

Ibero Property Maintenance is pleased to submit a professional landscape Tree Pruning proposal for the Hamal Community Development District. Based on our history of servicing other Properties over the years, we will continue to focus on being proactive, providing consistent, high-quality service, maintaining plant health, strong contractor capabilities, fair pricing, and constant, written communication between the management Staff, our Board of Directors, and the district manager.

The enclosed proposal was developed based on feedback and our experience. Our skilled team will continue to achieve your landscape goals and keep the district property looking its best. Again, our service commitment will include these areas as a high priority.

As an experienced management partner delivering local expertise and management resources, we understand how a well-maintained landscape attracts people, adds to your property value, and contributes to your success. When you partner with Ibero Property Maintenance & Landscaping, you will have a team of professionals dedicated to carefully stewardship your landscape and its enduring beauty and value.

A top initiative we focus on is communication with our clients. It is vital to our success as a provider in your community. Our multi-faceted system allows you to reach out to your on-site manager at any time to communicate your needs. Your requests and concerns are addressed as quickly as possible. We also go the extra mile by performing site assessments that include a walk-through of your property, photos, and specific recommendations on how to improve service and the landscape itself.

Thank you for the opportunity to submit this proposal. Please review the attached proposal in detail and let me know if you have any questions or concerns. Feel free to contact me at (561)420-0640 or by email at: Dwayne@iberopropertymgmt.com.

Sincerely,



Dwayne P Barrett
General Manager
Ibero Property Management Corporation
2500 Metrocentre Blvd Suite
West Palm Beach, Florida 33407



Date

LEADERSHIP

The team selected to maintain Hamal CDD has the skills and experience necessary to meet your specific needs and expectations. We strive to find the most talented team members who are continuously advancing their skills and Talents.

Our local dedicated services teams handle everything we do to service our clients. Our team members live and work within the communities where they provide landscaping services.

Meet Your Manager :



Dwayne P Barrett
President

Dwayne@iberopropertymgmt.com
561-577-0799

Dwayne Barrett has been the president and CEO of Ibero Property Management for over 15 years. Under his leadership, the company oversees four divisions with 37 employees, specializing in real estate, property management, landscaping, maintenance, and construction.

Dwayne is committed to upholding the highest level of service and fostering effective communication across all departments. He strives to maintain positive relationships and respect with both employees and clients.

Throughout his tenure, Dwayne has consistently delivered unparalleled, results-driven solutions through effective management strategies. His strong management team, which includes accounting, administrative support, and in-field technicians, works tirelessly to ensure that services are delivered efficiently to all customers.

Key responsibilities: Dwayne will ensure his team is performing to the district's expectations. By walking the site regularly, he will help ensure the quality of the site assessment that makes your site thrive.

DESCRIPTION OF FIRM

OFFICES

Locations

- 2500 Metrocenter Blvd, Suite 8, West Palm Beach, Florida 33407

EMPLOYEES

- Administrative Staff
- Accounting staff
- Property Managers
- Project Managers & Supervisors
- Maintenance Managers
- Certified Maintenance Technicians
- Gardeners
- Certified Irrigation Technicians
- Certified Pest Management Operator

SERVICES

- Association Management Services
- Commercial & Investment Management
- General Contracting and Maintenance
- Landscaping Services & Management
 - Design planning and building
 - Planting
 - Tree growing and moving
 - Tree care
 - Specialty turf
 - Exterior Maintenance
 - Enhancement
 - Sustainability
 - Water Irrigation Management

FACTS

1. Years in business: Since 2010 -15 Years
2. Florida Corporation: Ibero Property Management Corporation DBA Ibero Maintenance & Construction Services
3. FEIN # 90-077-8844
4. Insurance: General Commercial, Auto, and Workman's Comp
5. Bonding Ability: Excess of Over \$10 Million and up 1 million per occurrence

LICENSE AND CERTIFICATIONS

Ibero prides itself on ensuring that the firm is fully equipped with the applicable licenses for every service it offers.

See below a list of licenses :

- Association Management (CAM FIRM)
 - Real Estate Brokerage
 - General Contracting
- City Business Tax Receipt
 - County License

See attached license Certificates.

COMMERCIAL VEHICLES

Our fleet of commercial vehicles is well-equipped and much newer, making them more efficient in carrying out the duties of our employees. Our Commercial fleet consists of Dump Trucks, Cargo Vans, and Pickup trucks.



Equipment List

Trucks

1. 2 -14 feet Isuzu Dump Trucks
2. 2 Nissan Titan 8 8-foot bed pick-up trucks
3. 4 Cargo Vans

Field Equipment

1. Gas articulating shears
2. Hand chains
3. Straight shears
4. Backpack sprayers
5. Fertilizer spreaders
6. Hand spreaders
7. Walk-behind spreaders

Mowers Equipment

1. (8) Walk-behind mowers
2. (8) 52 inches stand on Mower
3. (3) 61 Inches Riding mowers
4. (4) 72 Inches Riding Mowers

Scope of Work
Tree Trimming / Pruning

1. 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:
2. Ibero Property Management will always provide uniformed, trained personnel, and all supervisors will wear a distinct uniform color that distinguishes them from other crew members.
3. Perform complete Tree Trimming Pruning services to the Hamal Community Development District Property In accordance with City Codes and A.N.S.I. 300 Tree Standards. An ISA Certified Arborist shall supervise all pruning and other arboricultural services.
4. Services to be performed on all hardwood and palm trees within the Hamal CDD areas (See District Map as Exhibit A)
5. Palms shall be trimmed and pruned in the 9 o'clock and 3 o'clock positions and shall remove any weak, dead, or dying branches, seed pods, and coconuts. Hardwoods shall receive Crown lifting, including removal of branches encroaching on light posts and dwellings, raising of bottom canopies, and thinning of middle branches to achieve their natural appearance and to allow wind to pass through them.
6. Trim and prune all the hardwood and palm trees on the east and west sides of Jog Road, around nine lakes within the Briar Bay and Hamilton Bay Communities areas
7. Trim and prune All Hardwood and palm trees, trimming the entire property of all trees. Debris will be cleaned and carried away after each cutting and/or hedge trimming, including all shrubs, to maintain a neat and clean appearance.
8. Schedules are subject to change due to inclement weather conditions. All contract service dates will be completed within the calendar year.
9. Ibero Property Management will not be responsible for trips/falls from paver disruption due to overgrown roots in or around common areas. Ibero Property Management can remove the tree and its roots if requested.
10. Ibero Property Management only allows authorized personnel access to our workspace. If a client is going to be present in the workspace, they are assuming the risk at hand and should be equipped with the proper Personal Protective Equipment.

Tree List & Pricing

QTY	UoM/Size	Material/Description	Unit Price	Total
51.00	LUMP SUM	Oak Tree	\$76.50	\$3,901.50
47.00	LUMP SUM	Green Buttonwood Tree	\$56.10	\$2636.7
16.00	LUMP SUM	Pink Tabebuia Tree	\$56.10	\$896.00
9.00	LUMP SUM	Yellow Tabebuia Tree	\$45.90	\$413.00
36.00	LUMP SUM	Crape Myrtle	\$45.90	\$1,652.40
22.00	LUMP SUM	Mahogany Tree	\$76.50	\$1,683
9.00	LUMP SUM	Tamarind Tree	\$66.30	\$596.70
11.00	LUMP SUM	Silver Buttonwood Tree	\$56.10	\$617.10
32.00	LUMP SUM	Gumbo Limbo Tree	\$45.90	\$1,468.80
7.00	LUMP SUM	Guava Tree	\$35.70	\$249.90
7.00	LUMP SUM	Florida Maple Tree	\$56.10	\$392.70
11.00	LUMP SUM	Benjamina Ficus Tree	\$188.70	\$2075.70
11.00	LUMP SUM	Cassia Tree	\$45.90	\$504.90
13.00	LUMP SUM	Sylvester Palm	\$137.70	\$1,790.10
25.00	LUMP SUM	Foxtail Palm	\$25.50	\$637.50
16.00	LUMP SUM	Queen Palm	\$25.50	\$408.00
30.00	LUMP SUM	Coconut Palm	\$61.20	\$1,836.00
10.00	LUMP SUM	Washingtonia Palm	\$61.20	\$612.00
9.00	LUMP SUM	Montgomery Palm	\$25.50	\$229.50
5.00	LUMP SUM	Royal Palm	\$45.90	\$229.50
4.00	LUMP SUM	Bismarck Palm	\$137.70	\$550.80

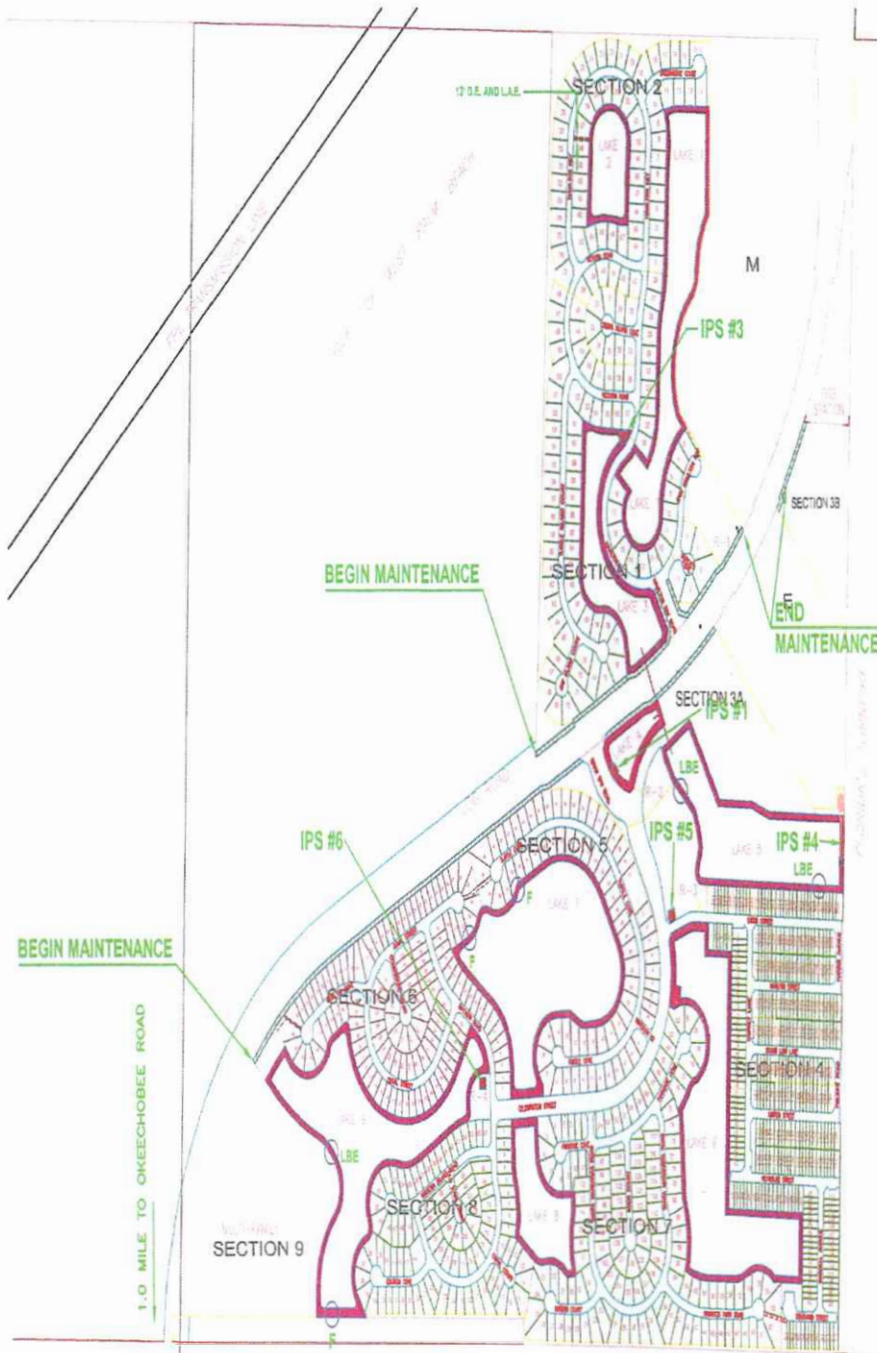
Total Trees: 381

Total: \$ 23,152.30

HAMMAL CDD SITE MAPS

REVISIONS

ADDED IPS #4, RENUMBERED IPS'S	8-17-0
UPDATED LAKE BANK CONDITION	11-20-



LEGEND

- LAKE BANK MAINTENANCE AREAS
- JOG ROAD MAINTENANCE AREAS
- IPS #3 IRRIGATION PUMP STATION AND NUMBER
- 12" DRAINAGE EASEMENT (D.E.) AT LAKE ACCESS EASEMENT (LAE)
- LBE LAKE BANK EROSION
- F FENCE ACROSS LAKE BANK

NOTE:
LANDSCAPE MAINTENANCE OF THE
MEDIAN'S ALONG JOG ROAD IS NOT
INCLUDED.

EXHIBIT 'A'

HAMAL COMMUNITY
DEVELOPMENT DISTRICT



CONSULTING CIVIL ENGINEERS,
SURVEYORS & MAPPERS
"Partners For Results,
Value By Design"

2080 Palm Beach Lakes Blvd., West Palm Beach, Florida
33409

(561) 684-3375 Fax: (561) 685-8531

FSR A F500 License No. 558 www.lbfh.com

MAINTENANCE AREA PLAN



IN WITNESS WHEREOF, the parties hereto have agreed to execute this Landscaping Proposal as of the Effective Date.

The Hamal Community Development District
Board of Directors
3400 Celebration Blvd
West Palm Beach, Florida 33411

BY: _____
Joseph Petrick (Board Chairperson)

Date: _____

LANDSCAPING SERVICES COMPANY
IBERO PROPERTY MANAGEMENT CORPORATION
a Florida Corporation
2500 Metro Centre Blvd, Suite 8
West Palm Beach, Florida 33407

By:  _____
Dwayne H. Barrett (President)

Date: 7/11/25

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

11

HAMAL COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

12
RATIFICATION
ITEMS

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

12A

AGREEMENT BETWEEN THE HAMAL COMMUNITY DEVELOPMENT DISTRICT AND STEWART & STEVENSON FDDA LLC FOR IMPROVEMENT MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of August, 2025, by and between:

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

Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison, a Delaware limited liability company, with a local mailing address of 4141 SW 30th Avenue, Ft. Lauderdale, Florida 33312 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance adopted by the City of West Palm Beach, Florida; and

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

WHEREAS, the District owns, operates and maintains a Improvement ("Improvement"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide Improvement maintenance services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide Improvement maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional Improvement maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. SCOPE OF IMPROVEMENT MAINTENANCE SERVICES. The Contractor will provide Improvement maintenance services for the Improvement found located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. Exhibit A is provided to the extent that it provides details on the scope of Services to be provided pursuant to the terms of this Agreement; if any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, the terms of this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's 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 the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor not to exceed **Four Thousand Seven Hundred Seventy-Two Dollars (\$4,772.00)** annually, which includes three (3) Visual Inspection services for Seven Hundred Ninety-Eight Dollars (\$798) per visit and one (1) Annual PM Service for Two Thousand Three Hundred Seventy-Eight Dollars (\$2,378) per visit. Contractor shall invoice the District upon completion of the portion of Services performed per visit. The term of this Agreement shall be from August 1, 2025, through August 1, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as

to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5) Pollution Liability Coverage (covering third-party injury and property damage claims, including clean-up costs) with a limit not less than \$1,000,000.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, to the extent caused or occasioned by the negligence, willful misconduct or strict liability of Contractor

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

SECTION 8. LIMITATIONS OF LIABILITY.

A. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

B. In no event shall a party to this Agreement be liable for indirect, special, consequential, incidental, multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Agreement, whether based upon breach of contract, warranty, negligence and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of

use, loss of revenue and cost of capital.

C. Notwithstanding any other provision hereof to the contrary, Contractor's total cumulative liability arising out of or related to the performance or non-performance of this Agreement shall be limited to the total annual compensation amount stated in Section 5.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. 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.

SECTION 12. 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; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. 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.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, 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 offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. 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 Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Hamal Community Development District
c/o Wrathell, Hunt & Associates, LLC
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 the Contractor: **Stewart & Stevenson FDDA LLC**
4141 SW 30th Avenue
Ft. Lauderdale, Florida 33312
Attn: Donald Mann

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Palm Beach County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jamie Sanchez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions

of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. 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 the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *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.

SECTION 31. 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. 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 acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, 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. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

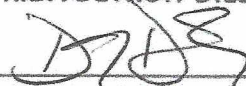
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**



Chair/Vice Chair, Board of Supervisors

**STEWART & STEVENSON FDDA LLC, D/B/A
FLORIDA DETROIT DIESEL-ALLISON**



By: Donald Mann *David Deliz*
Its: President & Authorized Member *Sales Rep.*

**FLORIDA****DETROIT DIESEL-ALLISON****Scheduled Maintenance Agreement**Date 7/11/2025

This proposal is made subject to buyer's acceptance within thirty (30) days from the above date. Signing of this proposal authorizes Stewart & Stevenson FDDA LLC to perform services described below. Stewart & Stevenson FDDA LLC will perform periodic maintenance on all equipment listed and will provide a written report of all maintenance to the buyer within ten (10) business days.

Account # 520081Customer Name Hamal Community Development District (Briar Bay)Address/Location 3400 Celebration BlvdCity West Palm BeachState FloridaZip 33411Phone # 561-314-4454 ext 228Secondary Phone # 561-262-6848

Fax # _____

Cell Phone # _____

Contact Name Al CarusoTitle Project MangerEmail acaruso@craigasmith.comDwayneTitle ManagementEmail dwayne@iberopropertymgmt.com

Title _____

Email _____

Scope of Work to be Completed on Generator Sets**Annual PM Service****SERVICE:**

- Analysis of engine lube oil. (Analysis of oil is maintained on record for future comparison, copies of record are provided on request.)
- Change all lube oil and fuel oil filters.
- Drain and replenish engine lube oil.
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Inspect and lubricate generator bearings.
- Inspect and lubricate airflow louvers.
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

Scope of Work to be Completed on Generator Sets (continued)

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency) **If Requested by the customer and performed on the same trip.**

Visual Inspection

SERVICE:

- Verify proper oil level in sump. (Make up oil in excess of 1 gallon will be invoiced as an additional charge.)
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency). **If Requested by the customer and performed on the same trip.**

FDDA RECOMMENDATIONS FOR OUR CUSTOMER TO PERFORM

- Perform weekly visual inspections of equipment
- Perform system operation test to equipment per factory requirements (running the engines)
- Verify proper operation of gauges, metering, indicators
- Record readings
- FDDA recommends to the customer a weekly system operation test to equipment (running the engines)

Failure to adhere to these recommendations may result in damage/failure(s) solely attributable to customer and for which FDDA shall bear no responsibility/liability

Scope of Work to be Completed on Diesel Fire Pump

Annual PM Service

SERVICE:

- Analysis of engine lube oil. (Analysis of oil is maintained on record for future comparison, copies of record are provided on request.)
- Change all lube oil and fuel oil filters.
- Drain and replenish engine lube oil.
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- **Perform NFPA 25 Required Fuel Sample analysis on the Fire Pump main diesel fuel tank. (1x per Year) IF approved and is included with the signed agreement by customer**
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad battery's will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Inspect and clean cooling loop strainer
- Inspect and lubricate pump bearings.
- Inspect and lubricate air flow louvers
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect and adjust pump shaft packing glands.
- Police engine room for trash/loose debris.

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, rpm).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test automatic start sequence via test switch in pump control panel. **IF Requested by the customer and performed on the same trip.**

FDDA RECOMMENDATIONS FOR OUR CUSTOMER TO PERFORM

- **Perform weekly visual inspections of equipment**
- **Perform system operation test to equipment per factory requirements (running the engines)**
- **Verify proper operation of gauges, metering, indicators**
- **Record readings**
- **FDDA recommends to the customer a weekly system operation test to equipment (running the engines)**

Failure to adhere to these recommendations may result in damage/failure(s) solely attributable to customer and for which FDDA shall bear no responsibility/liability

Scope of Work to be Completed on Diesel Fire Pump (continued)

Visual Inspection

SERVICE:

- Verify proper oil level in sump. (Make up oil in excess of 1 gallon will be invoiced as an additional charge.)
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad battery's will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Inspect and air flow louvers
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect and adjust pump shaft packing glands.
- Police engine room for trash/loose debris.

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, rpm).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test automatic start sequence via test switch in pump control panel. **If Requested by the customer and performed on the same trip.**

Customer NameHamal Community Development District (Briar Bay) **Contact** Al Caruso

561-314-4454 ext 228

Equipment Information

Unit ID/Location	kW (if applicable)	Make	S/N	G / FP	Visual Inspection	Annual PM Service	Load Bank Test
60kW Onan S/N L000186917 Eng S/N 46058018	60	Cummins	46058018	G	\$798	\$2,378	\$0
3400 Celebration Blvd, West Palm Beach, FL 33411					# of services per year X 3	# of services per year X 1	Length (in hrs)
Totals					\$2,394	\$2,378	\$0
					\$0	\$0	\$0
					# of services per year X 1	# of services per year X 1	Length (in hrs)
Totals					\$0	\$0	\$0
Unit Name					\$0	\$0	\$0
Site Location					# of services per year X	# of services per year X 0	Length (in hrs)
Totals					\$0	\$0	\$0
Unit Name					\$0	\$0	\$0
Site Location					# of services per year X	# of services per year X 0	Length (in hrs)
Totals					\$0	\$0	\$0
Unit Name					\$0	\$0	\$0
Site Location					# of services per year X	# of services per year X 0	Length (in hrs)
Totals					\$0	\$0	\$0
Unit Name					\$0	\$0	\$0
Site Location					# of services per year X	# of services per year X 0	Length (in hrs)
Totals					\$0	\$0	\$0

Agreement Start Date Upon Approval**Annual Service Month** TBD**Valid Through** 1 Year**Option to Extend Agreement**

Initial below: An extension option is provided with this "Scheduled Maintenance Price Proposal Agreement", which allows for an extension of this agreement beyond its initial terms. By checking the box for extension, pricing (based on "Yearly Total") will increase by the percentage listed below, on a yearly basis, until such time as either party cancels this agreement.

Yearly Percentage Increase for this agreement

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Annual Total \$2,378

Visual Total \$2,394

Load Bank Test \$0

Yearly Total \$4,772**Taxes Not Included**

Stewart and Stevenson FDDA LLC d/b/a FDDA, agrees to hold above listed pricing for the period listed in the "Valid Through" section of this agreement. Either party can cancel this contract with or without cause by providing the other party 30-day notification. I hereby authorize the above maintenance work to be done along with the necessary materials. Stewart and Stevenson FDDA LLC d/b/a FDDA and its employees may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart and Stevenson FDDA LLC d/b/a FDDA is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer. This Scheduled Maintenance Agreement is subject to Stewart and Stevenson FDDA LLC Additional Terms of Sale attached hereto.

Cust. Name(Print) _____ Sales Rep. Name(Print) **David Deliz**Cust. Name(Sign) _____ Sales Rep. Name(Sign) **David Deliz**Date _____ Date **7/11/2025****Please sign and return via email or fax to:****Email: d.deliz@kirbycorp.com / Cell: 813-853-2643**

The agreement is subject to the S&S terms of sale available at the link.

www.stewartandstevenson.com/terms-of-sale

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."

2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.

3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."

4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.

5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.

6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.

7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.

8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.

9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.

10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.

11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO,

LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

12B

STORMWATER DRAINAGE SYSTEM / INSPECTION AGREEMENT

This agreement, dated August 6, 2025 is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Hamal Community Development District
c/o Wrathell, Hunt and Associates, LLC (561) 571-0010 x-130
2300 Glades Road, #410W (561) 571-0013 FAX
Boca Raton, Florida 33431 sanchezj@whhassociates.com

Both Customer and ARMI agree to the following terms and conditions:

1. ARMI will provide the following services on behalf of the customer in accordance with the terms and conditions of this agreement at the following stormwater site:

Inspection of the stormwater facilities and structures at Hamal Community Development District located at 3400 Celebration Blvd, West Palm Beach in Palm Beach County, Florida. This includes Hamilton Bay, Briar Bay and Vista Lago.

2. Customer agrees to pay ARMI the following amount during the term of this agreement for these specific stormwater services:

Inspect catch basins, manholes, yard drains and outfalls – per original drainage plans (performed by a Certified Stormwater Operator)

\$10.00 per structure;

Project	Catch Basins	Yard Drains	Manholes	Outfalls	Total Structures
Hamal Community Development District	271	20	5	73	369

Inspect three hundred sixty-nine (369) structures \$3,690.00

Management Reporting Included

Total Investment: \$3,690.00

***Inspection fee of the structures to be cleaned will be deducted from the final stormwater system maintenance invoice.**

STORMWATER DRAINAGE SYSTEM / INSPECTION AGREEMENT

Page 2

Annual inspections are recommended for preventing flooding and for the creation of an inspection log.

3. Schedule of payment: Payment shall be due and payable upon execution of this agreement.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. Addendums:
 - Subsequent to inspection, a quote for work needed to bring the system into compliance, such as cleaning of catch basins, pipes, interconnects or outfalls will be prepared.
6. Proof of insurance included.
7. This agreement constitutes the entire agreement of ARMI and the CUSTOMER, No oral or written alternations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

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

Wendy Shaw



CUSTOMER (Signature)



CUSTOMER NAME (print)



DATE

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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

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

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 686,475	\$ -	\$ 686,475
Investments			
Centennial	259,211	-	259,211
FineMark MMA	249,847	-	249,847
FineMark ICS	324,000	-	324,000
Iberia - MMA	25,278	-	25,278
Bank United	453,694	-	453,694
Revenue	-	110,173	110,173
Prepayment	-	1,042	1,042
Sinking	-	67	67
Optional redemption	-	1	1
COI	-	6,412	6,412
Due from other funds			
General fund	-	10,643	10,643
Deposits	135	-	135
Total assets	<u>\$1,998,640</u>	<u>\$ 128,338</u>	<u>\$ 2,126,978</u>
LIABILITIES			
Liabilities:			
Due to other funds			
Debt service (series 2021)	10,643	-	10,643
Taxes payable	153	-	153
Total liabilities	<u>10,796</u>	<u>-</u>	<u>10,796</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	128,338	128,338
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	795,211	-	795,211
Total fund balance	<u>1,987,844</u>	<u>128,338</u>	<u>2,116,182</u>
Total liabilities and fund balances	<u>\$1,998,640</u>	<u>\$ 128,338</u>	<u>\$ 2,126,978</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 9,840	\$ 657,341	\$ 654,689	100%
Fair share agreement	-	73,264	46,302	158%
Interest & misc. income	1,032	20,071	1,500	1338%
Total revenues	<u>10,872</u>	<u>750,676</u>	<u>702,491</u>	107%
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax	1,077	6,213	7,536	82%
Management/recording/accounting	3,671	36,707	44,048	83%
Trustee	-	-	4,350	0%
Legal	1,165	11,282	20,000	56%
Engineering	1,000	18,553	15,000	124%
Audit	-	8,900	9,084	98%
Arbitrage rebate calculation	-	-	1,250	0%
Postage	34	249	750	33%
Legal advertising	-	1,478	2,500	59%
Office supplies	-	409	250	164%
Contingencies	15	150	750	20%
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	833	1,000	83%
Total administrative expenses	<u>7,045</u>	<u>117,302</u>	<u>152,108</u>	77%
Maintenance				
Telephone	207	2,045	2,040	100%
Field operations management	3,700	43,520	30,900	141%
Landscape maintenance				
Mowing, edging, pruning & weed control	13,700	141,370	112,604	126%
Turf replacement	-	-	20,000	0%
Mulch	7,680	19,200	29,120	66%
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	1,875	12,094	12,360	98%
Barrier wall painting	-	71,475	-	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 JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	2,082	21,390	24,000	89%
Fountain maintenance	7,458	15,126	28,840	52%
Holiday landscape lighting	-	4,024	7,500	54%
Contingency	-	22,790	16,600	137%
Wall maintenance	-	16,800	15,000	112%
Utilities	7,070	66,130	63,860	104%
Total maintenance expenses	<u>43,772</u>	<u>465,006</u>	<u>540,392</u>	86%
Other fees and charges				
Property appraiser	-	150	1,141	13%
Information system services	-	2,030	2,030	100%
Tax collector	-	6,469	6,820	95%
Total other fees and charges	<u>-</u>	<u>8,649</u>	<u>9,991</u>	87%
Total expenditures	<u>50,817</u>	<u>590,957</u>	<u>702,491</u>	84%
Excess (deficiency) of revenues over (under) expenditures	(39,945)	159,719	-	
Fund balance - beginning	2,027,789	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	795,211	795,211	561,646	
Total fund balance - ending	<u>\$ 1,987,844</u>	<u>\$ 1,987,844</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 JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 10,642	\$ 710,979	\$ 708,180	100%
Interest	356	11,513	-	N/A
Total revenues	<u>10,998</u>	<u>722,492</u>	<u>708,180</u>	102%
EXPENDITURES				
Principal	-	621,000	621,000	100%
Interest 11/1	-	43,010	43,010	100%
Interest 5/1	-	43,010	43,010	100%
Total expenditures	<u>-</u>	<u>707,020</u>	<u>707,020</u>	100%
Other fees and charges				
Tax collector	-	6,997	7,377	95%
Total other fees and charges	-	6,997	7,377	95%
Total expenditures	<u>-</u>	<u>714,017</u>	<u>714,397</u>	100%
Excess (deficiency) of revenues over (under) expenditures	10,998	8,475	(6,217)	
Fund balances - beginning	<u>117,340</u>	<u>119,863</u>	<u>103,023</u>	
Fund balances - ending	<u>\$ 128,338</u>	<u>\$ 128,338</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 July 14, 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	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni	District Counsel
Al Caruso	District Engineer
Dwayne Barrett	Ibero Property Management Corporation
Leesa Cuningham	Resident
Janice Calcia	Resident
Erika Duff	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Public Comments

Resident John Mullin thinks the fountain timers are out of sync and stated the fountains have not worked since he moved in. Mr. Barrett stated fountain repairs were approved and a replacement part for the main fountain is on order. He will provide updates on the progress. This item will be included on the next agenda.

Resident Janice Calcia noted trash and grass clippings in the lake. Mr. Petrick stated Allstate should be picking up the trash. He asked Mr. Barrett to email photos and follow up with the temporary landscaper. This item will be included on the next agenda.

FOURTH ORDER OF BUSINESS**Discussion: 2025 Maintenance Calendar**

Mr. Barrett distributed and presented an updated version of the 2025 Maintenance Calendar. The following items were noted:

- “Catch Basin/Storm Drain” cleaning will be scheduled to begin in August 2025.
- “Landscaping Tuesday” will reflect the correct number of cuts each month.

Mr. Barrett was directed to work with Mr. Caruso and Staff to add and update information; additions and corrections will be sent to Ms. Sanchez. An updated calendar will be presented at the next meeting. This item will be included on the next agenda.

Discussion ensued regarding potential revisions to the agenda.

Ms. Sanchez stated that Mr. Sanon asked for a landscaping discussion item to be added to the agenda; however, an additional item was not added because it was believed to be related to the Landscaping Request for Proposals (RFP).

FIFTH ORDER OF BUSINESS**Discussion: Tree Trimming**

Ms. Sanchez stated that this item should be titled “Tree Pruning”.

Mr. Petrick explained that, while tree trimming refers to removing branches, pruning refers to the removal of stems, berries, etc. In February or March, Kings Landscaping trimmed some trees but failed to adequately prune. The old landscaping contract should require all hedges below 8’ tall to be pruned when the hedges are trimmed. Oak trees and palm trees over 8’ tall will be trimmed in October. In his opinion, they could use some aesthetic pruning now, if the Board agrees.

Discussion ensued regarding the cost and timing of pruning, aesthetics versus safety issues, the past trimming and pruning schedule and whether to authorize additional pruning.

Ms. Sanchez noted that none of the \$28,138 allocated for “Tree pruning” for Fiscal Year 2025 was spent; expenditures in October will be included in the Fiscal Year 2026 budget.

The consensus was to postpone pruning until October, with the understanding that the landscaping company engaged at that time will make pruning a priority.

SIXTH ORDER OF BUSINESS**Consideration of Ibero Property Management Corp Estimate 2140 [Mulch Installation]**

Mr. Barrett presented Ibero Property Management Corp Estimate 2140 for Mulch Installation. It was noted that the mulch should have been refreshed in March or April by Kings Management, and that the proposal includes all the areas currently maintained by the CDD along Jog Road on the median and along the sidewalks.

The Board and Staff discussed the poor aesthetics, whether to install mulch during hurricane season, budgetary considerations, advantages of mulch to reduce weeds, maintaining mulched areas and the need to preserve the aesthetic standards.

Ms. Sanchez stated that \$17,600 remains in the "Mulching" line item.

On MOTION by Mr. Sanon and seconded by Mr. Cuningham, with all in favor, Ibero Property Management Corp Estimate 2140 for Mulch Installation, in the amount of \$12,800, was approved.

SEVENTH ORDER OF BUSINESS**Discussion: Status of RFP for Landscape and Irrigation Maintenance Services**

Ms. Sanchez recalled discussion of the Landscaping RFP at the last meeting, and Ms. Senior was designated to work with Staff in matters relating to the RFP outside of a meeting. Several vendors attended the non-mandatory on-site meeting, and several questions were emailed to District Management to which answers were needed. To ensure that no Sunshine Law violations occurred, she polled the Board Members individually regarding extending the proposal deadline and the bid opening. Board direction is needed as to who Staff will work with regarding vendor questions, etc., outside of a meeting, so that no further delays occur.

Ms. Rigoni stated that every proposer had the opportunity to attend today's public meeting and listen to the Board's deliberations, as Mr. Barrett is present today. She discussed RFP processes and the role of the designated Board Member. She will address legal contractual questions, Ms. Sanchez will address administrative questions, and a designated Board Member will address questions about the scope of the project, in order to ensure that responsive proposals are received.

Ms. Rigoni discussed the option for the RFP to allow proposers to submit alternate bids, including a schedule of values based on the table provided by the CDD, based on their understanding of the assignment and the needs of the CDD. Due to some disagreements with other Board Members regarding the role of the designated Board Member in between meetings, it is important for the Board to discuss and consider who is most apt to answer questions related to the scope of the project in order to address proposers' inquiries and ensure that responsive proposals are received.

Discussion ensued regarding the knowledge the designated Board Member needs, exclusion of the Field Operations Manager from discussions, inaccuracies in the scope of the RFP, ensuring fairness for all proposers, ensuring accuracy of information provided to all proposers, and whether to move forward with the RFP or revise the scope further.

Ms. Rigoni asked if the Board would entertain a motion regarding whether to take additional time for Board Members to individually review the RFP before scheduling a special meeting to decide on a new scope of work. Staff would like clear direction from the Board.

Mr. Sanon suggested eliminating a portion of the RFP, rewriting the RFP for Hamal specifically and requesting alternate numbers of cuts.

Ms. Rigoni asked if it would be fair to summarize Mr. Sanon's criticism as "The narrative description of the Scope of Service to be provided does not match the Scope of Service that we are seeking in the Schedule of Values, and to the extent that those two do not agree with each other, the Schedule of Values is what should trump when the proposers are considering what they are going to commit in their numbers. If that is the case, she agrees that an Addendum should clarify that so that everybody understands that what they should bid on is not relying on the narratives but relying on what was provided in the Schedule of Values. An Alternate Bid in the side column can also be provided."

Mr. Sanon suggested including both 38 and 48 cuts as alternate bids.

Discussion ensued regarding Page 18 of the RFP, "Part IV – Pricing", how many cuts per week is optimal, maintaining CDD standards, the Statutory RFP process, clarifying the scope of work, the role of a Board designee and whether the entire RFP should be revised.

Ms. Rigoni stated that, if there is a discrepancy between the merited description of the Scope of Services versus what is on the Schedule, an Addendum will be issued to clarify that what is included on the Schedule should trump. Proposers will be informed that they are

welcome to submit an alternate bid. She typically recommends contracting with the bid received and noted that an Amendment can simultaneously be executed to incorporate necessary changes.

On MOTION by Mr. DePaul and seconded by Mr. Cuningham, with all in favor, authorizing alternate proposals and including clarification that the Schedule of Values trumps the Narrative Scope of Services to be provided, to the extent that the two conflict with each other, was approved.

Ms. Senior nominated Mr. Sanon as the Board Designee. Mr. Sanon accepted.

Mr. Cuningham nominated Mr. Petrick as Board Designee. Mr. Petrick accepted.

It was noted that the proposals are due on July 29, 2025, this allows for proposals to be reviewed at the September meeting, when the budget is presented for adoption.

On MOTION by Ms. Senior and seconded by Mr. DePaul, with Ms. Senior, Mr. DePaul and Mr. Sanon in favor and Mr. Cuningham and Mr. Petrick dissenting, designating Mr. Sanon as Board Designee working with Staff regarding the RFP, was approved. [Motion passed 3-2]

EIGHTH ORDER OF BUSINESS

Presentation of Audited Financial Report for the Fiscal Year Ending September 30, 2024, Prepared by Grau & Associates

Ms. Sanchez presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024

On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, Resolution 2025-06, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024, was adopted.

NINTH ORDER OF BUSINESS

Ratification of Ibero Property Management Corp Invoice SAJ3313 [Tree Removal and Replacement Services]

Ms. Sanchez presented Ibero Property Management Corp Invoice SAJ3313 for Tree Removal and Replacement Services, which was previously executed by the Chair.

On MOTION by Mr. DePaul and seconded by Mr. Sanon, with all in favor, Ibero Property Management Corp Invoice SAJ3313 for Tree Removal and Replacement Services, in the amount of \$5,875, was ratified.

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of May 31, 2025**

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

ELEVENTH ORDER OF BUSINESS**Approval of May 12, 2025 Regular Meeting Minutes**

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the May 12, 2025 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Ms. Rigoni asked for clarification regarding the Board's direction at a previous meeting to send a demand letter to Kings Management regarding insufficient services provided in relation to invoices submitted. She consulted with Mr. Petrick and Ms. Sanchez and asked for clarification of the Board's intent and the scope of the Demand Letter.

Mr. Petrick stated that Mr. King claimed on several occasions that he paid for pesticide fertilization. The Board is asking for copies of those invoices because the CDD paid for those services which, according to the CDD's understanding, were not provided.

Discussion ensued regarding the wording of the letter, requesting remuneration, amount in question, etc.

The Board directed Ms. Rigoni to send the letter and request compensation.

B. District Engineer: Craig A. Smith & Associates

217 Mr. Caruso distributed CDD maps. Now that a CAD file is established, additional maps
218 can be created to document drainage interconnects, preserve areas, etc.

219 Mr. Cuningham noted that, when discussing the maintenance schedule, the three
220 separate maintenance items related to the stormwater pump system include the generator, the
221 control system, and the pumps. Mr. Caruso concurred. Mr. Cuningham stated the CDD has
222 vendors who maintain the control system and the diesel generator. Mr. Caruso concurred. Mr.
223 Cuningham asked if it is correct to say that the CDD does not currently have a vendor to
224 maintain the pumps. Mr. Caruso stated he is evaluating vendors and will engage one soon. Mr.
225 Cuningham thinks, regardless of which part on the maintenance schedule applies, those are
226 separate items.

227 Mr. Caruso stated that the diesel generator contract renewal is coming up; the road test
228 was removed from the contract, as it is only required every three years.

229 Mr. Sanon asked for the median to be highlighted on the map for the RFP.

230 Ms. Rigoni stated that Jog Road is outside of the CDD boundaries. By a permit that the
231 CDD negotiated with the County, the CDD is obligated to maintain additional improvements on
232 Jog Road due to additional enhancements beyond the minimum landscaping the County would
233 have installed. Mr. Caruso will indicate the area in a different color on the map.

234 It was noted that the area will be included in the scope of work for the RFP.

235 Mr. Petrick asked for the lift stations to be added to the map.

236 **C. Operations Manager: Ibero Property Management**

237 Mr. Sanon distributed and presented a report of his observations and resident feedback
238 regarding Ibero's performance as an interim landscaping company. He discussed the need to
239 ensure accountability and service quality with proper oversight, which he believes is lacking. He
240 discussed concerns with the quality of service, lack of negotiation on pricing, automatic pricing
241 increases and lack of transparency. He questioned the addition of seasonal annual flowers
242 which were never previously done and noted that some residents complained about mowing
243 early on Saturdays, rather than during the week which is typical for HOAs engaging commercial
244 landscapers. He stated that the Agreement provides for weekly service. He provided photos
245 and noted that residents complained that edging and detail maintenance are being neglected.
246 He believes the crew might not know the boundaries or the scope of their responsibilities and

voiced his opinion that oversight, inspections and walkthroughs are lacking. He expressed concern about a conflict of interest and the quality of service.

Mr. Petrick stated that some Board Members are satisfied with the service and all will take this into consideration when considering the bids for landscaping. He noted that the CDD was in a difficult position when ties were cut with the previous landscaping company and the on-site Manager was let go. He suggested the Board take these things in consideration and thanked Mr. Barrett and Ibero for their service to the CDD.

Mr. Barrett stated that, when taking over, his goal was to understand the needs and provide value. Repairs were made to many broken and misadjusted sprinklers and numerous items were addressed of which the Board might not be aware.

Ms. Rigoni suggested the subject of landscaping be avoided, given the ongoing RFP.

Ms. Sanchez stated that, although Mr. Barrett is the Operations Manager, she reviews and approves the Ibero invoices.

Mr. Barrett stated that Board Members can contact him directly regarding landscaping or service issues. He discussed a documented violation affecting a property owner's pool equipment on a CDD easement; both the property manager and the Chair were informed.

Mr. Petrick stated that a property owner engaged a contractor to do backyard work, likely related to a pool. Mounds of dirt and some equipment were being stored on CDD property. Mr. Barrett was asked to contact the Hamilton Bay property manager to see how long it would need to be there and to address the need for a silt fence to prevent drainage issues.

Mr. DePaul stated, from the Hamilton Bay perspective, the homeowner applied for Architectural Review approval to install a pool and patio in August 2024, which was approved. The homeowner then removed a portion of Hamilton Bay hedge and crossed the Hamilton Bay grass, entering Hamal property. Trucks have been driven and equipment and cinder blocks have been stored on CDD property. The consistent driving has now caused turf erosion, tracks and damage to the Hamilton Bay irrigation system, resulting in puddling and mud in and around the sidewalk. Hamilton Bay has concerns about erosion underneath the sidewalk from the excess water, so the Hamilton Bay management company sent the homeowner a violation notice and informed them that they must cure. They were informed that Hamilton Bay's landscape company will be sent to provide a proposal to repair the sod, the dirt, the irrigation and the bushes on Hamilton Bay property, as well as on the property across the street. Another issue

occurred on CDD property in which a forklift moving pavers toppled over; the equipment was dragged and a tractor trailer was on the property for a long time.

On MOTION by Mr. Cuningham and seconded by Mr. Petrick, with all in favor, authorizing District Counsel to work with Mr. DePaul regarding the Cease and Desist and Demand Letter, and seeking compensation within 30 days, was approved.

Mr. Barrett reported on work recently completed or currently underway. He noted that CDD contracts were reviewed, crotons and annuals were installed and Florida Power & Light (FPL) completed tree trimming near wires.

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**

THIRTEENTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Senior noted that FPL trimmed trees but left wires on the ground. Mr. Barrett stated that FPL was performing overdue tree trimming maintenance.

Ms. Rigoni was asked to schedule a Sunshine Law training session.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the meeting adjourned at 8:38 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

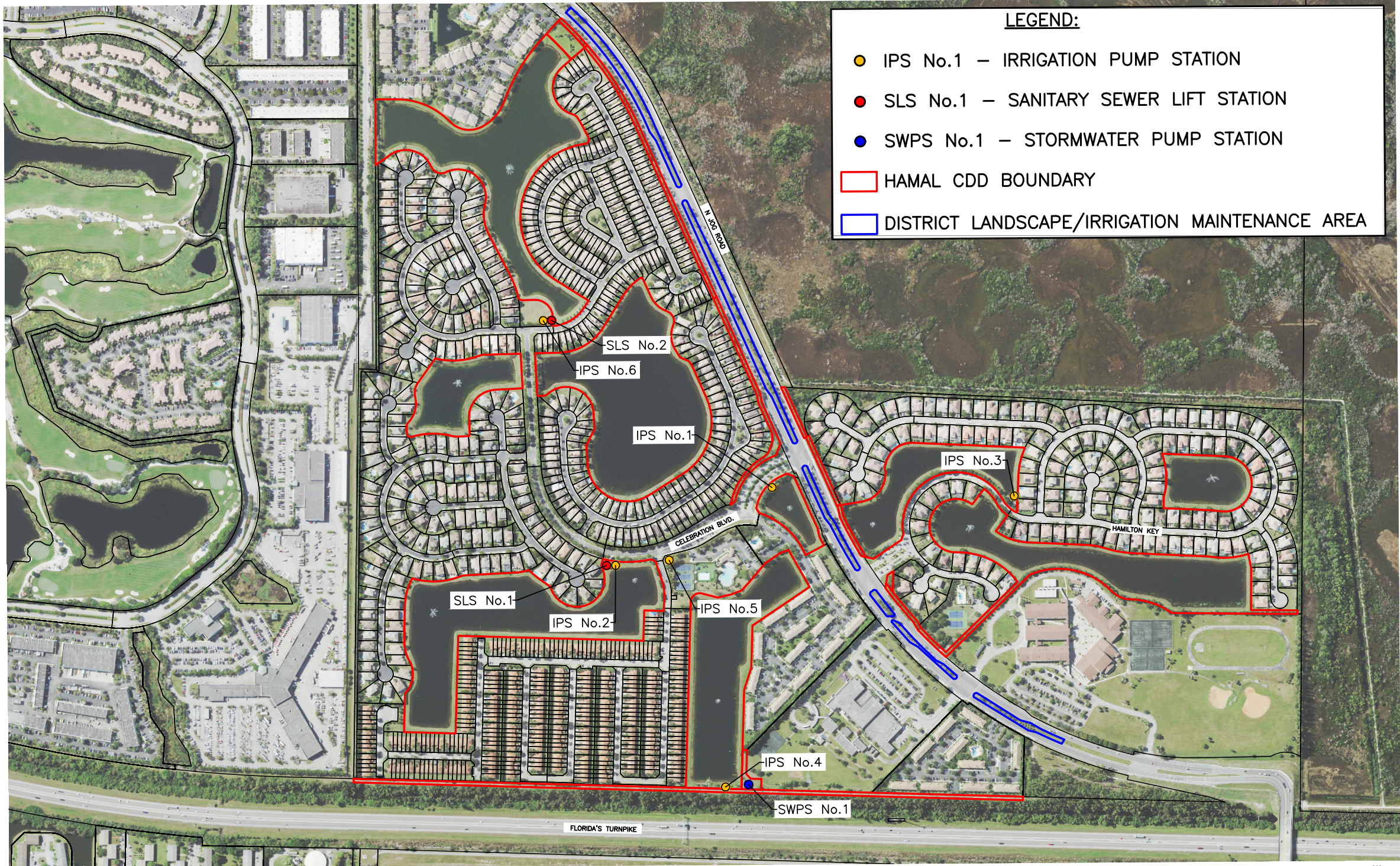
Chair/Vice Chair

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS B



LEGEND:

- IPS No.1 – IRRIGATION PUMP STATION
- SLS No.1 – SANITARY SEWER LIFT STATION
- SWPS No.1 – STORMWATER PUMP STATION
- HAMAL CDD BOUNDARY
- DISTRICT LANDSCAPE/IRRIGATION MAINTENANCE AREA



EXHIBIT A

HAMAL CDD – DISTRICT BOUNDARY



0 125 250 500
HORIZONTAL GRAPHIC SCALE
24" X 36" SCALE: 1" = 250'-0"
11" X 17" SCALE: 1" = 500'-0"

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

HAMAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2025	Regular Meeting	6:00 PM
November 10, 2025	Regular Meeting	6:00 PM
December 8, 2025	Regular Meeting	6:00 PM
February 9, 2026	Regular Meeting	6:00 PM
March 9, 2026	Regular Meeting	6:00 PM
April 13, 2026	Regular Meeting	6:00 PM
May 11, 2026	Regular Meeting	6:00 PM
July 13, 2026	Regular Meeting	6:00 PM
September 14, 2026	Regular Meeting	6:00 PM