## HAMAL

COMMUNITY DEVELOPMENT
DISTRICT

November 10, 2025

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

## 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 https://hamalcdd.com/

November 3, 2025

Board of Supervisors Hamal Community Development District **ATTENDEES:** 

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

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Regular Meeting on November 10, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance
- 3. Public Comments
- 4. Discussion: 2025 Maintenance Calendar
- 5. Consideration of Estate Management Services Pond/Lakes, Fountain and Catch Basin Management Proposal
- 6. Consideration of Allstate Resource Management, Inc. Fountain Maintenance Proposal
  - Consideration of Special Service Agreement/Equipment (Fountain Lights Install)
- 7. Consideration of Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Palm Beach County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
- 8. Ratification Items
  - A. Ibero Propoerty Management Corp
    - I. Agreement for Erosion Repair Services
    - II. Tree Removal Proposal
- 9. Acceptance of Unaudited Financial Statements as of September 30, 2025

Board of Supervisors Hamal Community Development District November 10, 2025, Regular Meeting Agenda Page 2

- 10. Approval of September 11, 2025 Public Hearings and Regular Meeting Minutes
- 11. Staff Reports

A. District Counsel: *Kutak Rock LLP* 

B. District Engineer: Craig A. Smith & Associates

C. Operations Manager: *Ibero Property Management* 

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

• NEXT MEETING DATE: December 8, 2025 at 6:00 PM

QUORUM CHECK

SEAT 1	Marc DePaul	IN PERSON	PHONE	No
SEAT 2	Benjamin Cuningham	In Person	PHONE	No
SEAT 3	JOSEPH PETRICK	In Person	PHONE	□No
SEAT 4	IONE SENIOR	In Person	PHONE	□No
SEAT 5	BENSY SANON	In Person	PHONE	□No

- 12. Supervisors' Requests
- 13. Public Comments
- 14. 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

#### 2025 Hamal CDD Maintenance Calendar

	Landscaping	Tree Trimming/				Lake	Fountain	Backflow	Pump House Generator	Control Panel/Elliptical	Pumping System	/Storm Drain Cleaning	Holiday		Annual
F	Tuesday	Pruning	Mulching			Maintenance	Maintenance 4X	Certifications	Maintenance	Maintenance	Maintenance	Maintennace	Lighting	Reserve Study	
<u>Frequency</u>	48 x	2x	2x	12 x	4x	12x	4X	1x	4X	4X	4X	1X		Every 3 years	1x
January	4X			x		4X				x	х				
February	4X			х		4X			X Visual Inspection						
March	4X			х	х	4X	х								
IVIGICII	4//			Α		4/	X								
<u>April</u>	4X			Х		4X		Х		Х	Х				
May	4X	Pruning 1X		х		4X									
iviay	44	Fruining 1A		^		44									
June	4X		х	Х	х	4X	Х		х						
June	4/		^	^	^	4/	^		^						
July	4X			Х		4X				Х	Х	Recommend 1X			
August	4X			Х		4X									
September	4X			х	х	4X	x		X Annual inspection						х
Ostobor	4٧	Triming 4V	V	V		AV				V	V		V		
<u>October</u>	4X	Triming 1X	Х	Х		4X				Х	Х		Х		
November	4X			х		4X									
	,,,			,,											
December	4X			Х	Х	4X	Х		Х						
NOTES												Every 2 years		Every 3 years	
												, - , - , - , - , - , - , - , - , - ,		,.,	









#### **Lake and Pond Management**

EMS manages over 1mm acres of aquatic habitats across 11 states. Our 30 years' experience, highly trained staff, deep technical expertise, and wide array of capabilities, along with our long-standing relationships, set us apart in the aquatics industry.



#### **Natural Areas Management**

With our certified Natural Areas applicators and fleet of airboats equipped Raven Precision Guides application equipment, EMS oversees large lake and natural resource management programs for countless government agencies and utility clientele. Services include: algae and aquatic weed control; water testing and restoration, lake mapping, shoreline erosion management, and fish stocking and management.



#### **Dredging & Bathymetric Mapping**

Our experienced consulting team performs bathymetric surveys and analysis internally, providing multiple layers of data to ensure your ecosystems are healthy and in compliance. EMS boasts 6 hydraulic dredges with trained crews, along with certified equipment operators and long reach excavation equipment to perform mechanical dredging when needed.



#### **Environmental Consulting**

Our in-house consulting team performs a range of services, including wetlands consulting, permitting, environmental assessments, wildlife studies and water quality testing and analysis. In addition, all services provided by EMS are environmentally conscious. As stewards of the planet, our commitment is to protect every aquatic ecosystem we care for.





August 06, 2025

Dear Dwayne,

Total Lake/Pond Acreage: \_\_\_\_\_56.94 acres

Thank you for the opportunity to submit the attached proposal for the management of Hamal Community Development District's aquatic environments. Please review the below proposal and feel free to contact us should you have any questions at all. **Please note, pricing is subject to a site visit prior to contract confirmation**.

Service Address:3400 Celebration Blvd	Billing Contact Name: <u>Dwayne_Barrett</u>
West Palm Beach, FL 33411	Billing Address:
Quantity of Lakes/Ponds: 9	Billing Email: _dwayne@iberopropertymgmt.com

Description	Monthly Rate	Qty	Annual Total
Monthly Pond/Lake Management  - Include weekly inspections, treatment of nuisance vegetation and algae at a time of year as deemed necessary and appropriate by contractor.  - Removal of inorganic debris weighing less than 25lbs, up to an amount not exceeding the capacity of a 5 gallon bucket per pond. Excessive trash cleanup will incur an additional charge at a rate of \$75/hour.  - Monthly report outlining observations regarding water quality, turbidity, wildlife activity, erosion indicators and general aesthetic and health of the system.	\$5,415	12	\$64,980
<ul> <li>✓ Fountain Maintenance</li> <li>Quarterly cleaning and inspection of existing fountains.</li> <li>Clean submersible intake screens, exterior light covers, components of head, jets and rings and surfaces on the float.</li> <li>Replace bulbs and bill for parts and labor (\$75/hr), if needed.</li> </ul>	\$1,485	4	\$5,940
<ul> <li>Catch Basin Maintenance</li> <li>Annual cleaning of catch basin with low-impact pump or hydraulic dredge unit.</li> </ul>	\$2,500	1	\$2,500

TOTAL \$73,420

This is an agreement between ESTATE MANAGEMENT SERVICES, and Hamal Community Development District ("Customer").

- 1. ESTATE MANAGEMENT SERVICES, shall provide the following services on the Property:
  - A. Weed and algae defoliation with 20% decrease in herbicides.
  - B. Two visits per month (excluding the months of December, January and February which one visit per month will be sufficient)
- 2. Special: Light Trash and debris removal on scheduled visits and keeping the culvert systems free of obstructions.
- 3. Total Contract Amount: \$73,420.00 per year
- 4. <u>Payment Agreement:</u> Customer agrees to purchase the service specified and to pay ESTATE MANAGEMENT SERVICES, as follows:
  - A. Start Payment (due upon acceptance):
  - B. Monthly Payments to be calculated as the Total Contract Amount divided by twelve (12).
  - C. Customer agrees to make payment to Estate Management Services on the 1st day of each calendar month via ACH. Customer authorizes Estate Management Services to charge/debit the bank account provided for the above Monthly Payment Amount, each month on the 1st day of the month (or the next business day if the 1st falls on a weekend or bank holiday) for a period of 12 months. The ACH monthly payments shall continue each month unless and until Customer cancels the payment in accordance with the terms of this agreement.
  - D. Contract prices are subject to change with annual rate increase
  - E. Start Date: Within 15 days of acceptance, unless otherwise specified:
- 5. Customer agrees to notify ESTATE MANAGEMENT SERVICES, of any chemical spills located on the property.
- 6. Payment of services is due on the 25<sup>th</sup> of each month. Customer agrees to pay interest on all late payments. This interest amount is set at 18% APR or 1.5% per month.
  - A. ESTATE MANAGEMENT SERVICES, shall be entitled to suspend services for any account (90) days past due until payment is received in full.
  - B. Any account sent to collections will be responsible for any fees and/or expenses during the collection process.
  - C. A \$35.00 fee will be charged for any NSF or returned check.
- 7. In the event payment for the services is not received from Customer, ESTATE MANAGEMENT SERVICES, shall have the right to file a lien on the Property where the services were performed in accordance with the laws of the state where the Property is located.
- 8. Customer acknowledges and understands that ESTATE MANAGEMENT SERVICES, may use heavy machinery, and that such machinery may cause underlying damage to paved and other prepared surfaces. ESTATE MANAGEMENT SERVICES, shall not be liable for any weight-related damage caused to any driveways, landscaping, and other ground structures.
- 9. ESTATE MANAGEMENT SERVICES, agrees to provide the following insurance certificate upon request: General Liability, Workers Compensation and Auto Liability. If Ibero Property Management uses a third-party insurance compliance program, any expense associated with that program is the sole responsibility of Ibero Property Management. Estate Management Services, agrees to enroll in the compliance program and will issue an invoice to Ibero Property Management for the fees associated with the enrollment.
- 10. Customer has designated the below-named individual to serve as its primary contact with respect to this contract and to act as its authorized representative with respect to matters pertaining to this contract with full authority to bind Customer with respect to all matters requiring Customer's approval or authorization. In the event that the designated authority changes, the Customer agrees that the new authority delegated assumes all responsibilities and legalities pertaining to this contract.
- 11. All notices, requests, consents, claims, demands, waivers, and other communications shall be in writing and deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Customer at the address indicated in the signature block below and to ESTATE MANAGEMENT SERVICES, at its principal office address.
- 12. The relationship between the parties is that of independent contractors.
- 13. Customer agrees to indemnify, hold harmless and defend ESTATE MANAGEMENT SERVICES, and its shareholders, directors, managers, officers, employees, subcontractors, and agents from and against any action, claim, demand, loss, damage, liability or expenses, including attorneys' fees and costs, arising from or relating to: (i) Customer's breach of this agreement; (ii) the negligence, gross negligence, recklessness, willful misconduct or intentional act or omission of Customer or any of its representatives; (iii) the course of the services; and/or (iv) any contracts with third party vendors or service providers entered into by Customer. Customer agrees that ESTATE MANAGEMENT SERVICES, shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.
- 14. In no event shall ESTATE MANAGEMENT SERVICES's liability exceed the total contract price actually paid to ESTATE MANAGEMENT SERVICES, for the services hereunder.
- 15. In the event of a merger or a buy-out of the Property or Customer, the contract shall carry on to the new owner or company. Only ESTATE MANAGEMENT SERVICES, has the right to terminate the contract under these circumstances.

#### 16. Termination of Contract:

- A. A 60-day written notice is required before the end of said contract or the contract will automatically renew for the time of the original contract.
- B. <u>Dissatisfaction:</u> Customer agrees to notify ESTATE MANAGEMENT SERVICES, in writing, of dissatisfaction. ESTATE MANAGEMENT SERVICES, has 45 days to rectify the problem. If the problem is not solved within 45 days, Customer may then terminate the contract.
- 17. No modification of this contract can be made unless agreed upon by both parties and then put in writing.
- 18. This contract will be governed by and construed, interpreted and enforced in accordance with the laws of the State of South Carolina.
- 19. Any dispute arising from or related to this contract shall be filed in a court having jurisdiction over persons and subject matter and sitting in Charleston County, South Carolina, without limiting ESTATE MANAGEMENT SERVICES's right to file a lien or lawsuit in the county where the property is located in its sole discretion. The parties hereby consent to personal jurisdiction and venue in Charleston County, South Carolina for any dispute arising out of or related to this contract. In the event of any legal action brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the parties agree that the prevailing party shall recover such reasonable amount for fees, costs, and expenses, including attorneys' fees as may be set by a court.
- 20. ESTATE MANAGEMENT SERVICES, shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this contract to be performed by it if any failure of its performance shall be due to any Act of God, fire, natural disaster, accident, act of government, terrorism, war, strikes or other labor disturbances, shortages of material, supplies or utilities, or any other cause whatsoever (including failure of Customer to supply necessary data or instructions) beyond the reasonable control of ESTATE MANAGEMENT SERVICES, and the time for performance by ESTATE MANAGEMENT SERVICES, shall be extended by the period of delay resulting from or due to any of said causes.
- 21. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this contract, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

Dwayne Barrett, Property Manager
Name and Title
• CIONATURE
SIGNATURE  Dwayne Barrett
Signature

<u>August 06, 2025</u> Date

6



Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

Email: info@allstatemanagement.com

#### **FOUNTAIN MAINTENANCE PROPOSAL**

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Palm Beach County, Florida

Prepared for:

Ms. Cindy Cerbone/ District Manager

c/o Wrathell, Hunt & Associates, LLC



Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

Email: info@allstatemanagement.com

July 31, 2025

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

Dear Ms. Cerbone,

Here are the revised fountain maintenance agreements that you requested. We have included a recommended option for monthly fountain site visits as opposed to the existing quarterly plan.

Our service includes either bi-monthly (six annually), or quarterly (four times annually) cleaning of the fountain float, pump intake screen, lights and display jets. No additional parts or services are included.

Preventative care of fountain systems helps to eliminate expensive repairs, keeps decorative spray patterns in their proper shape and the lights at maximum illumination for evening display.

We are looking forward to the opportunity of maintaining your valuable water feature.

Respectfully yours,

ALLSTATE RESOURCE MANAGEMENT, INC.

**Andrew Roberts** 

AR

#### **Enclosures:**

- Bi-monthly Fountain Maintenance Proposal
- Quarterly Fountain Maintenance Proposal



Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

Email: info@allstatemanagement.com

#### FOUNTAIN MAINTENANCE AGREEMENT

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

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

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

1. ARMI will provide fountain maintenance services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site(s):

Ten (10) floating fountain displays located at Hamal Community Development District in Palm Beach County, Florida.

2. Customer agrees to pay ARMI the following amount(s) during the term of this agreement for these specific fountain maintenance services:

Fountain Maintenance (see addendum)

\$ 425.00 / monthly

- Site will receive monthly visits
- Services performed on five (5) units each visit
- Each unit will receive six (6) visits per year
- Sales tax is additional (where applicable)

Management Reporting

Included

- 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 S.W. 21st Court, Building #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 for up to two additional years, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
- 8. Addendums:

Your fountain maintenance program includes bi-monthly (every other month) cleaning of the fountain float, pump screens, lights and display heads. No parts or special repairs are included in our service. Upon customer's request, extra services will be performed and invoiced separately on a "time and materials" basis.

- 9. Proof of insurance included.
- 10. 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
	DATE



Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

Email: info@allstatemanagement.com

#### **FOUNTAIN MAINTENANCE AGREEMENT**

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

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

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

1. ARMI will provide fountain maintenance services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site(s):

Ten (10) floating fountain displays located at Hamal Community Development District in Palm Beach County, Florida.

2. Customer agrees to pay ARMI the following amount(s) during the term of this agreement for these specific fountain maintenance services:

Fountain Maintenance (see addendum)

\$ 975.00 / quarterly

- Four (4) visits per year
- Sales tax is additional (where applicable)

Management Reporting

Included

- 3. Schedule of payment: Payable in equal quarterly installments upon completion of service.
- 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 S.W. 21<sup>st</sup> Court, Building #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 for up to two additional years, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
- 8. Addendums:

Your fountain maintenance program includes quarterly (four per year) cleaning of the fountain float, pump screens, lights and display heads. No parts or special repairs are included in our service. Upon customer's request, extra services will be performed and invoiced separately on a "time and materials" basis.

- 9. Proof of insurance included.
- 10. 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
	DATE



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

#### SPECIAL SERVICE AGREEMENT / EQUIPMENT

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

DATE:	TERMS:	<u>DELIVERY</u>	:
7/31/25	50% Deposit with Balance Due on Installation	4 Weeks	
QUANTITY	<u>DESCRIPTION - Lake Fountain</u>	#1 <u>AMOUNT</u>	<del></del>
One (1)	<ul> <li>New Set of White LED Submersible F</li> <li>Set of Six, 80-watt Warm White LE</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> <li>Warranty: 3-Year Parts, One-year</li> </ul>	ED Light Fixtures	\$5,145.00
One (1) One (1)	New 3-wire, 2-way Light Cable with Toplivery, Installation & Materials  Estimated	-connector_300'	\$1,500.00 <u>\$ 900.00*</u> \$7,545.00
THIS	OFFER IS GOOD FOR THIRTY (30) DAYS	S FROM DATE OF QUO	OTATION.
ALLSTATE	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices, and conditions are and are hereby ac signer acknowledg are authorized to e document.	specifications satisfactory cepted and the ges that they
Ву:	· · · · · · · · · · · · · · · · · · ·	Ву:	
Dated:		Dated:	



DATE: 7/31/25 6900 S.W. 21st Court . Building 9 . Davie, FL 33317

Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

**DELIVERY**:

Email: info@allstatemanagement.com

#### SPECIAL SERVICE AGREEMENT / EQUIPMENT

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

7/31/25	50% Deposit with Balance Due on Installation	4 Weeks	
QUANTITY	DESCRIPTION - Lake Fountain	#2	AMOUNT
One (1)	<ul> <li>New Set of White LED Submersible I</li> <li>Set of Six, 80-watt Warm White L</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> <li>Warranty: 3-Year Parts, One-year</li> </ul>	ED Light Fixtures	\$5,145.00
One (1) One (1)	New 3-wire, 2-way Light Cable with T Delivery, Installation & Materials Estimated	Γ-connector_250'	\$1,285.00 <u>\$ 900.00*</u> \$7,330.00
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	'S FROM DATE OF QU	OTATION.
ALLSTATE I	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices and conditions ar and are hereby a signer acknowled are authorized to document.	, specifications e satisfactory ccepted and the ges that they
Ву:		Ву:	
Dated:		Dated:	



DATE: 7/31/25

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

**DELIVERY**:

Email: info@allstatemanagement.com

#### SPECIAL SERVICE AGREEMENT / EQUIPMENT

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

7/31/25	50% Deposit with Balance Due on Installation	4 Weeks	
QUANTITY	DESCRIPTION - Lake Fountain	#3	AMOUNT
One (1)	<ul> <li>New Set of White LED Submersible I</li> <li>Set of Six, 80-watt Warm White L</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> <li>Warranty: 3-Year Parts, One-year</li> </ul>	ED Light Fixtures	\$5,145.00
One (1) One (1)	New 3-wire, 2-way Light Cable with T Delivery, Installation & Materials Estimated	-connector_250'	\$1,285.00 <u>\$ 900.00*</u> \$7,330.00
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	'S FROM DATE OF QU	OTATION.
ALLSTATE I	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices and conditions ar and are hereby a signer acknowled are authorized to document.	, specifications e satisfactory ccepted and the ges that they
Ву:		Ву:	
Dated:		Dated:	



DATE:

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

**DELIVERY**:

Email: info@allstatemanagement.com

#### **SPECIAL SERVICE AGREEMENT / EQUIPMENT**

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

7/31/25	50% Deposit with Balance Due on Installation	4 Weeks	
QUANTITY	DESCRIPTION - Lake Fountain	#4	AMOUNT
One (1)	<ul> <li>New Set of White LED Submersible F</li> <li>Set of Five, 80-watt Warm White I</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> </ul>	LED Light Fixtures	\$4,345.00
One (1) One (1)	<ul> <li>Warranty: 3-Year Parts, One-year New 3-wire, 2-way Light Cable with T Delivery, Installation &amp; Materials Estimated</li> </ul>	-connector_250'	\$1,285.00 <u>\$ 900.00*</u> \$6,530.00
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	S FROM DATE OF QU	OTATION.
ALLSTATE	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices and conditions are and are hereby ac signer acknowled are authorized to document.	specifications se satisfactory ccepted and the ges that they
By:	· · · · · · · · · · · · · · · · · · ·	Ву:	
Dated:		Dated:	



DATE:

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

**DELIVERY**:

Email: info@allstatemanagement.com

#### **SPECIAL SERVICE AGREEMENT / EQUIPMENT**

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

7/31/23	Balance Due on Installation	4 WEEKS	
QUANTITY	DESCRIPTION - Lake Fountain	#5	AMOUNT
One (1)	ne (1)  New Set of White LED Submersible Fountain Lights  Set of Five, 80-watt Warm White LED Light Fixtures  Stainless Steel, Sealed Housings  Custom Bracket Adapters  Warranty: 3-Year Parts, One-year Labor		
One (1) One (1)	New 3-wire, 2-way Light Cable with T Delivery, Installation & Materials Estimated	-connector_200'	\$1,065.00 <u>\$ 900.00*</u> \$6,310.00
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	S FROM DATE OF QU	IOTATION.
ALLSTATE	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices and conditions ar and are hereby a signer acknowled are authorized to document.	, specifications e satisfactory ccepted and the ges that they
Ву:		Ву:	
Dated:		Dated:	



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

#### **SPECIAL SERVICE AGREEMENT / EQUIPMENT**

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

DATE:	TERMS:	<u>DELIVERY</u> :		
7/31/25	50% Deposit with Balance Due on Installation	4 Weeks		
QUANTITY	DESCRIPTION - Lake Fountain	#6A Celebration Blvd	AMOUNT	
One (1)	<ul> <li>New Set of White LED Submersible</li> <li>Set of Six, 80-watt Warm White L</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> <li>Warranty: 3-Year Parts, One-year</li> </ul>	ED Light Fixtures	\$5,145.00	
One (1) One (1)	<ul> <li>Warranty: 3-Year Parts, One-year Labor New 3-wire, 2-way Light Cable with T-connector_250' Delivery, Installation &amp; Materials Estimated Total:</li> </ul>			
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	'S FROM DATE OF QUC	TATION.	
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.		
Ву:	<del> </del>	By:		
Dated:		Dated:		



50% Deposit with

DATE:

7/31/25

6900 S.W. 21st Court . Building 9 . Davie, FL 33317

Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

**DELIVERY**:

4 Weeks

Email: info@allstatemanagement.com

#### **SPECIAL SERVICE AGREEMENT / EQUIPMENT**

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

	Balance Due on Installation			
QUANTITY	DESCRIPTION - Lake Fountain	AMOUNT		
One (1)	<ul> <li>New Set of White LED Submersible F</li> <li>Set of Six, 80-watt Warm White L</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> <li>Warranty: 3 Year Parts, One year</li> </ul>	\$5,145.00		
One (1) One (1)	<ul> <li>Warranty: 3-Year Parts, One-year Labor</li> <li>New 3-wire, 2-way Light Cable with T-connector_200'</li> <li>Delivery, Installation &amp; Materials</li> <li>Estimated Total:</li> </ul>			
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	S FROM DATE OF QU	JOTATION.	
ALLSTATE	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices and conditions ar and are hereby a signer acknowled are authorized to document.	s, specifications e satisfactory ccepted and the Iges that they	
Ву:	<del> </del>	Ву:		
Dated:		Dated:		



50% Deposit with

DATE:

7/31/25

6900 S.W. 21st Court . Building 9 . Davie, FL 33317

Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

**DELIVERY:** 

4 Weeks

Email: info@allstatemanagement.com

#### **SPECIAL SERVICE AGREEMENT / EQUIPMENT**

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

.,	Balance Due on Installation	, rreene		
QUANTITY	DESCRIPTION - Lake Fountain	AMOUNT		
One (1)	<ul> <li>New Set of White LED Submersible F</li> <li>Set of Six, 80-watt Warm White L</li> <li>Stainless Steel, Sealed Housings</li> <li>Custom Bracket Adapters</li> <li>Warranty: 3 Year Parts, One year</li> </ul>	\$5,145.00		
One (1) One (1)	<ul> <li>Warranty: 3-Year Parts, One-year Labor</li> <li>New 3-wire, 2-way Light Cable with T-connector_200' \$1,0</li> <li>Delivery, Installation &amp; Materials \$1,0</li> <li>Estimated Total: \$7,0</li> </ul>			
THIS	OFFER IS GOOD FOR THIRTY (30) DAY	'S FROM DATE OF QU	JOTATION.	
ALLSTATE	RESOURCE MANAGEMENT, INC.	CUSTOMER ACC The above prices and conditions ar and are hereby a signer acknowled are authorized to document.	s, specifications re satisfactory ccepted and the lges that they	
By:	<del> </del>	Ву:		
Dated:		Dated:		

#### **RESOLUTION 2026-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND 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, being situated entirely within unincorporated City of West Palm Beach, Florida, within Palm Beach County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("Board") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Palm Beach County Supervisor of Elections ("Supervisor") to conduct the District's elections by the qualified electors of the District at the general election ("General Election").

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

- 1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Marc DePaul, and Seat 2, currently held by Benjamin Cuningham, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
- 2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Palm Beach County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
- 3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
- 4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5.	REQUEST	TO SUPERV	ISOR OF E	LECTIONS.	The District	hereby	requests	s the
Supervisor	to conduct	the District	s General	Election	in November	2026, a	nd for	each
subsequent	General Elec	ction unless o	therwise d	lirected by	the District's	Manager.	The Di	strict
understand	s that it will b	oe responsible	e to pay for	its propor	tionate share o	of the Ger	neral Ele	ction
cost and ag	grees to pay	same within	a reasona	ble time a	after receipt o	f an invo	ice from	າ the
Supervisor.								

- 6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
- 7. **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.
  - 8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 10th day of November, 2025.

	HAMAL COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	CHAIR/VICE CHAIR, BOARD OF SUPERVISORS
 SECRETARY/ASSISTANT SECRETARY	

#### **EXHIBIT A**

### NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE HAMAL COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Hamal Community Development District ("District") will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Palm Beach County Supervisor of Elections located at 240 South Military Trail, West Palm Beach, Florida 33415; Ph: (561) 656-6200. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Palm Beach County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Hamal Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Palm Beach County Supervisor of Elections.

District Manager
Hamal Community Development District

# 8 RATIFICATION ITEMS

## RATIFICATION ITEMS A

## RATIFICATION ITEMS AI

#### AGREEMENT FOR EROSION REPAIR SERVICES

THIS AGREEMENT ("Agreement") is made and entered this 15th day of October 2025, by and between:

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

IBERO PROPERTY MANAGEMENT CORP, a Florida corporation, whose address is 2500 Metrocentric Boulevard, Suite 8, West Palm Beach, Florida 33411 (the "Contractor," together with District, the "Parties").

#### RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to provide erosion repair services for a certain stormwater management pond located within the boundaries of the District; and

WHEREAS, Contractor represents that it is licensed and qualified to provide the materials and perform the services as provided for herein and has agreed to provide the District with those materials and services; and

WHEREAS, the District desires to enter into this Agreement to have Contractor provide the materials and perform the services as more particularly described herein.

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

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

#### SECTION 2. DUTIES

A. The Contractor agrees to provide the labor, materials, and services necessary for the provision of the erosion repair services described in the attached Exhibit A, which is incorporated herein by reference (the "Services"). Prior to the start of Services, Contractor shall execute and file with the District the Trench Safety Compliance Statement attached hereto as Exhibit B.

- B. Services shall commence upon execution of this Agreement and be completed within \_\_\_\_\_\_ (30) days of the Effective Date, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 4 herein.
- C. This Agreement grants to Contractor the right to enter the District 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. To the extent the Services to be performed require access to private property located adjacent to the District lands, the Contractor acknowledges and agrees the District does not have the right to provide access to such private property and that it is the Contractor's responsibility to seek approval of access from affected property owner(s) prior to start of any Services affecting such private property.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. 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.
- F. Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. In exchange for completing the Services, the District agrees to pay the Contractor a total amount of Nine Thousand Eight Hundred Fifty Dollars (\$9,850.00), fifty percent (50%) of which shall be for a deposit due upon execution of this Agreement by the Parties and the remaining due upon completion and acceptance of the Services by the District. This compensation includes all parts, permits, installation, materials, labor and all other costs necessary to complete the Services as described herein. Compensation under this Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in Sections 218.70, Florida Statutes.
- B. If the District should desire additional work or services, 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(s) 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, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that 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. 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 without additional compensation provided therefore.
- SECTION 4. TERMINATION. The District agrees that the Contractor may terminate this Agreement immediately for cause by providing written notice of termination to the District, provided, however, the District shall be provided a reasonable opportunity to cure any failure under the Agreement. The Contractor shall provide thirty (30) days' written notice of termination without cause. 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 off-sets the District may have against the Contractor ("Post-Termination Payment"), and the District shall be entitled to the return of any amounts paid to Contractor prior to the effective termination of this Agreement to the extent such exceeds the Post-Termination Payment amount.

WARRANTY. The Contractor warrants to the District that all materials SECTION 5. furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including without limitation services and materials provided by the Contractor pursuant to this Agreement, shall be warranted for workmanship for a period of one (1) year after final completion and acceptance by the District. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Warranty does not include the loss of material due to "acts of God" such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, lack of adequate irrigation, vandalism, or negligence by others, or other factors outside the control of the Contractor.

### SECTION 6. INSURANCE.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - 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 (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - a) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractor's operation, if any.
  - **3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000.00) per accident or disease.

- 4. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) 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.
- B. The District and the District's officers, supervisors, agents, and employees 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 coverages, 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, professional staff, 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. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.
- B. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute. Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties pursuant to this

Section 7 is limited to \$1,000,000 regardless of legal basis of recovery or type of claimed damages.

C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and/or other expenses including but not limited to attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest all as actually incurred by the District.

SECTION 8. 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 immediately upon the giving of notice of termination.

ILIENS 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 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. 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 law, 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.

SECTION 11. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 12. 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 13. 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 14. 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 15. INDEPENDENT CONTRACTOR. 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 16. 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 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**S**ECTION **20**. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

A. If to District: Hamal Community Development District

2300 Glades Road #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: Ibero Property Management Corp

2500 Metrocentric Boulevard, Suite 8

West Palm Beach, Florida 33411

Attn: Dwayne Barrett

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

SECTION 21. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including

reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 22. 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 Sarasota County, Florida.

PUBLIC RECORDS. The Contractor understands and agrees that all documents SECTION 23. 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 2300 GLADES ROAD #410W, BOCA RATON, FLORIDA 33431, (561)571-0010 EXT. 135, SANCHEZJ@WHHASSOCIATES.COM.

SECTION 24. 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 25. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Additionally, the Parties acknowledge and agree that 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 26. NEGOTIATION AT ARM'S LENGTH. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 27. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

SECTION 28. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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 30. 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 31. 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;
- **E.** Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited; and
- **F.** Section 787.06, *Florida Statutes*, titled *Human Trafficking*.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the Parties hereto have signed this Agreement to be effective on the day and year first written above.

Attest:	HAMAL COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors
Witness:  Acola C. Aurell Signature of Witness  Joch C. Quince Print Name	By: DWAYA PROPERTY MANAGEMENT CORP  By: Print Name: DWAYA PROPERTY  Title: Provent

Exhibit A

**Exhibit B** 

Scope of Services

Trench Safety Compliance Affidavit

### Exhibit A Scope of Services



### FIRST CHOICE FOR MAINTENANCE & LANDCAPING SOLUTIONS

2500 Metrocentric Blvd, Suite 8, West Palm Beach, Florida 33411
PH (561)420-0640 FAX (561) 420-0641
www.iberopropertymgmt.com

### **Erosion Compaction Proposal**

The Hamal Community Development District 6637 Traveler Road, West Palm Beach, Florida 33411

### THE OBJECTIVE ...

Ine Board of Directors desires to hire Ibero Property Management to perform Irrigation Rapair and erosion Compaction services.

### THE SOLUTION ...

Ibero Property Management would assume responsibility for Irrigation and Erosion Compaction and begin a staged approach and preparation to resolve the issues in a timely manner.

### **EQUIPMENT USED**

- Handheld Trencher Digger Machine: Used to remove the soil
- Shovels and soil Digger: Use the remove waste
- Wheelbarrow: Used to lift and transport materials to the jobsite.
- Hand-held Digging Shovel:

### REASON FOR REPAIR

Irrigation Broken: damaged irrigation valve causes soil erosion on the take.

### Scope of Work

### Irrigation and Soil Compaction

- As per the engineering inspection reports and specifications, using manpower, perform excavation services to remove all affected areas on the bank along Lake 9 behind the property 6637 Traveler Road, West Palm Beach, Florida 33411.
- Dig and remove 6 feet of soil and 15 feet long down to the lake bank
- 3. Remove all the soil and sod from the area, trenching to gain access to the irrigation Control valve system.
- 4. Found the main 2-inch irrigation lines, along with connectors, broken off in the ground and need repairs.
- Purchase the applicable parts and materials and repair all broken lines appropriately back to their original condition.
- 6. Purchase the applicable yards of River Rocks and an additional yard of sand to form and create compaction
- 7. Removed about 6 yards or more of washout sods into the lakes to be reused within the compaction
- 8 Purchase and install new sod to Re-Sod the affected area of the lake bank

Total Price: \$ 9,850,00

Deposit: \$5,910,00

Balance Due after Completion: \$ 3,940,00

See attached Exhibit A for the inspection



### CRAIG A. SMITH & ASSOCIATES

Consulting Engineers . Surveyors . Construction Managers . Utility Locators

1425 E. Newport Center Drive, Deerfield Beach, Florida 33442

### MEMO

To: Dwayne Barrett - Ibero Property Mgmt.

From: Todd Larson - CAS Field Inspector

CC: Jamie Sanchez – Hamal District Manager, Joe Petrick – Hamal CDD Board Chairman, Stephen

Smith - CAS District Engineer, Al Caruso - CAS

Date: October 2, 2025

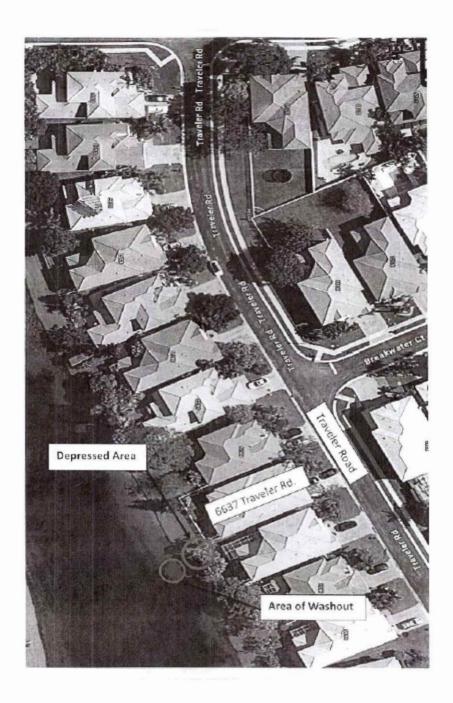
Re: Erosion at Lake Bank (Behind 6637 Traveler Road) - Hamal CD

On October 1, 2025 the bank of lake 9 of the Hamal CDD, behind 6637 Traveler Road, was inspected for a potential washout of the lake bank. Upon evaluation of the damaged, depressed area it was determined that there is a 2-inch irrigation main leak on what appears to be a control valve just outside of the fence enclosure on the northwest corner of the property. During the inspection it was noted that the area of the washout was approximately 3-feet wide and 15-feet up the length of the bank. There is approximately a 2-foot deep depression that extends approximately eight of the fifteen feet that is located under the sod (between the property in question and the neighboring property). As of the date of the site visit approximately 3 to 4 yards of sand has washed out into the lake.

Attached are a map and photographs of the damaged bank along Lake 9 (behind 6637 Traveler Road)

The repair of the lake bank will require the following steps:

- 1 Excavate and repair the damaged irrigation line at the valve.
- 2 Remove the sod in the affected bank area and fill with rock and compact.
- 3. Remove all sand from the washout into the lake.
- 4. Resod the effected area of the lake bank.





Orange Stake location of irrigation valve/leak



Broken irrigation valve/pipe in cavity under sod



Sand washout into lake 9

### Exhibit B

### TRENCH SAFETY ACT COMPLIANCE STATEMENT

HAMAL CDD **EROSION COMPACTION WORK ("PROJECT")** PALM BEACH COUNTY, FLORIDA

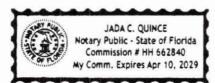
### INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. Contractor acknowledges that costs for complying with the Trench Safety Act is incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer

### CER

oaths.	
CERTIFICATION	
to Ti e.	understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me o comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The rench Safety Act, and I will design and provide trench safety systems at all trench xcavations in excess of five feet in depth for this project.
4	The estimated cost imposed by compliance with The Trench Safety Act will be:  Yine Ahurs pn eight hunds en ow fifty Dollars (Written)  9,850.0 (Figures).
3. T	the amount listed above has been included within the proposal for this Project.
	d this 7 m day of 6ct hr , 2025.
Propo	oser: Ther Proper management
-	By: Dwaye P Bock
COUNTY OF	JONICO
[title/official ca	subscribed before me by means of physical presence or online notarization this day of 2025, by Dwayn Specific as Project of personally known to me or ed identification: Florida drivers licenses
	[notary seal] Name:



### TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

### HAMAL CDD EROSION COMPACTION WORK ("PROJECT") PALM BEACH COUNTY, FLORIDA

### INSTRUCTIONS

Type of Trench Safety Mechanism

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

Quantity

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Unit Cost<sup>1</sup>

**Item Total Cost** 

	Project Total 9850-0
Dated this 28th day of Octuber	, 2025.
Proposer: I DEN Proper W	porogenet
	Dlangue Berret
Proposer: Then from which we state of Florida COUNTY OF Palm Prooch	itle: PrsiJe
Sworn to and subscribed before me by means of ph	ysical presence or online notarization this day of as project.  [entity], and is either personally known to me or
[title/official capacity] of	[entity], and is either personally known to me or
has produced identification: Florido drivers	Loula C. Sumul
Inotate Sequince Notary Public - State of Florida Commission # HH 662840 My Comm. Expires Apr 10, 2029	Vame: Official Notary Signature)

<sup>&</sup>lt;sup>1</sup>Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

### **CRAIG A. SMITH & ASSOCIATES**

Consulting Engineers • Surveyors • Construction Managers • Utility Locators

1425 E. Newport Center Drive, Deerfield Beach, Florida 33442

### **MEMO**

To: Dwayne Barrett - Ibero Property Mgmt.

From: Todd Larson - CAS Field Inspector

CC: Jamie Sanchez – Hamal District Manager, Joe Petrick – Hamal CDD Board Chairman, Stephen

Smith - CAS District Engineer, Al Caruso - CAS

Date: October 2, 2025

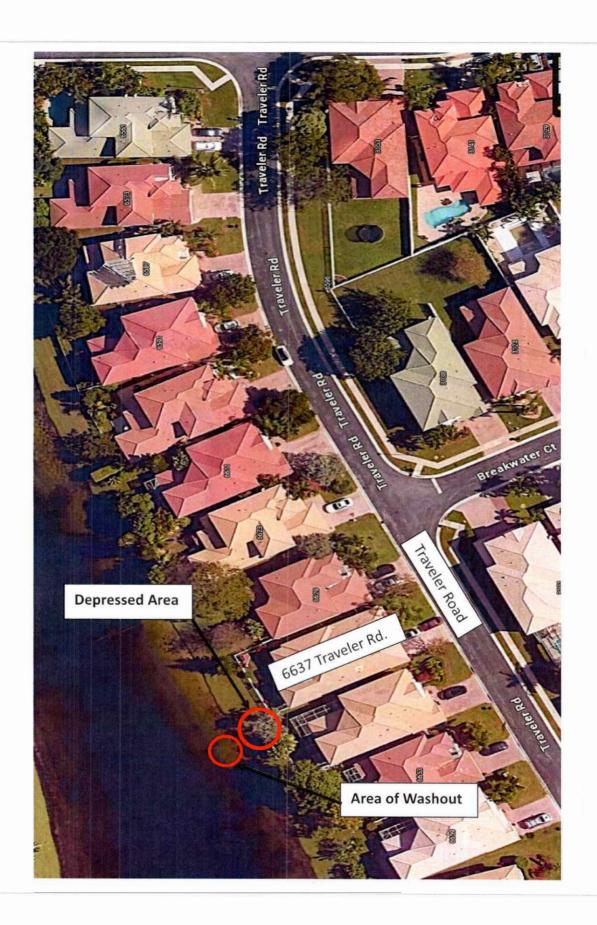
Re: Erosion at Lake Bank (Behind 6637 Traveler Road) - Hamal CD

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Attached are a map and photographs of the damaged bank along Lake 9 (behind 6637 Traveler Road)

The repair of the lake bank will require the following steps:

- 1. Excavate and repair the damaged irrigation line at the valve.
- 2. Remove the sod in the affected bank area and fill with rock and compact.
- 3. Remove all sand from the washout into the lake.
- 4. Resod the effected area of the lake bank.





Orange Stake location of irrigation valve/leak



Broken irrigation valve/pipe in cavity under sod



Sand washout into lake 9

## HAMAL COMMUNITY DEVELOPMENT DISTRICT

## RATIFICATION ITEMS AII



### **IRST CHOICE FOR MAINTENANCE & LANDCAPING SOLUTIONS**

2500 Metrocentric Blvd, Suite 8, West Palm Beach, Florida 33411 PH (561)420-0640 FAX (561) 420-0641 www.iberopropertymgmt.com

### Tree Removal Proposal

The Hamal Community Development District 3148 Bollard Road, West Palm Beach, Florida 33411

### THE OBJECTIVE ...

- The Board of Directors desires to hire Ibero Property Management to perform tree Removal services.
- Provide Tree Removal services for the subject property.

### THE SOLUTION...

Ibero Property Management would assume the responsibility for Tree removal services and begin a staged approach and preparation to resolve the issues in a timely manner.

### **EQUIPMENT USED**

- Chainsaws: For cutting branches and the trunk.
- > Crane: Used to lift and lower sections of the tree, especially in tight spaces.
- Stump Grinders: Machines that grind the stump into wood chips
- Wood chipper: To break down smaller pieces of wood.

### REASON FOR REMOVAL

Construction: A Tree that interferes with new construction or a home addition

### SAFETY MEASURES

- > Before starting, workers will ensure they have the necessary safety gear, including Hard hats, goggles, Gloves, and hearing protection.
- Maintain a distance of at least 10 feet from overhead lines

### Scope of Work

### Tree Removal

- 1. Perform one-time Tree Trimming Removal Services on district property to completion.
- 2. In accordance with City Codes and A.N.S.I. 300 Tree Standards and removal.
- 3. Clear all around the tree, removing any obstacles to create a safe work area. environment
- 4. Assess the overall tree and its condition for potential hazards, and the surroundings to determine the safest and most efficient removal method.
- 5. Working from top to bottom crew will begin cutting away all large branches first
- 6. Perform control Cutting and felling of the main trunk, ensuring it falls safely into a designated area
- 7. Cut down trees in increments down to the ground to completion.

### Stump and Grind

- 8. Clear the underground obstruction, remove any rocks, dirt, or debris from around the stump that could damage the grinder cutting wheel.
- 9. Using the mechanical stump grinder to cut the stump into manageable chips,
- 10. Working from top down and side to side, perform grinding about 6-10 inches below ground level.
- 11. Grind to depth, continue this process until the stump is ground about 6 to 10 inches below the ground surface to ensure the removal of the primary root.
- 12. Remove all resulting debris and wood chips
- 13. Finally, fill the resulting hole with topsoil at the preparation level the ground for grass, Plants, or other landscaping.
- 14. Work shall include cleaning up and removal of all debris
- 15. Clear all the wood chips and soil from the area
- 16. Fill the Hole by adding topsoil to the hole left by the stump
- 17. Level the ground area, rake the soil to level the area, ensuring there are no tripping hazards.
- 18. Replant or landscaping, at this point, you can plant new grass, shrubs or any other plants.
- 19. An ISA Certified Arborist shall supervise all tree removal and other arboricultural services.

Total Price: \$7,500

Deposit: \$4,500.00

Balance Due after Completion: \$3000.00

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

Date: 10/6/2025

HAML ASSOCIATION: HAMALTON COMMUNITY DEVELOPMENT DISTRICT

By their Respected Appointed Representative Wrathall, Hunt and Associates, LLC a Florida Limited Liability Company

2300 Glades Road, Suite 410, W Boca Raton, Florida 33431

BY:	airperson, Board of Supervisors	Date: _	10.22.25
Print Name:	Joe Petrick	_	

Services Provided:

IBERO PROPERTY MANAGEMENT CORPORATION **DBA IBERO LANDSCAPING SERVICES** 

a Florida Corporation Company

Located at 2500 Metro Centre Blvd, Suite 8, West Palm Beach, Florida 33407

Dwayne P Barrett (President)

### IBERO PROPERTY MANAGEMENT CORP

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



**ADDRESS** 

Hamal Community Development District 2300 Glades Road Suite 410 W Boca Raton, Florida 33431 USA SHIP TO 3148 Bollard Road West Palm Beach Florida 33411 Estimate 2187

DATE 10/07/2025



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

	A Selfan (Cristan Control Control	
QTY	RATE	AMOUNT
1	7,500.00	7,500.00
stimate SUBTOTAL		7,500.00
lete com		
r earliest		0.00
	stimate SUBTOTAL plete your	stimate SUBTOTAL plete your TAX

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

> \$7,500.00 TOTAL

Accepted By

Accepted Date

10-28-25

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

### HAMAL COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

## HAMAL COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED SEPTEMBER 30, 2025

## HAMAL COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GENERAL FUND SEPTEMBER 30, 2025

	General Fund		Debt Service Fund 2021		Total Governmental Funds	
ASSETS						
Cash	\$	536,848	\$	-	\$	536,848
Investments						
Centennial		259,493		_		259,493
FineMark MMA		249,798		_		249,798
FineMark ICS		325,695		_		325,695
Iberia - MMA		25,284		-		25,284
Bank United		453,740		_		453,740
Revenue		· -		121,605		121,605
Prepayment		19,480		1,049		20,529
Sinking		· -		68		68
Optional redemption		_		1		1
COI		_		6,455		6,455
Deposits		135		· -		135
Total assets	\$1	,870,473	\$	129,178	\$	1,999,651
LIABILITIES Liabilities: Accounts payable off-site Accounts payable on-site Taxes payable Total liabilities	\$	9,841 27,278 245 37,364	\$	- - -	\$	9,841 27,278 245 37,364
FUND BALANCES						
Nonspendable Prepaids and deposits		135		-		135
Restricted Debt service		-		129,178		129,178
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		640,476		-		640,476
Total fund balance	1	,833,109		129,178		1,962,287
Total liabilities and fund balances	\$1	,870,473	\$	129,178	\$	1,999,651

### HAMAL

### COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

### FOR THE PERIOD ENDED SEPTEMBER 30, 2025

		t Year to Date	Budget	% of Budget
REVENUES	Month			
Assessment levy	\$	- \$ 657,385	\$ 654,689	100%
Fair share agreement	•	- 73,264	46,302	158%
Interest & misc. income	9	77 22,080	1,500	1472%
Total revenues		77 752,729	702,491	107%
				•
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax		46 6,859	7,536	91%
Management/recording/accounting	3,6	71 44,048	44,048	100%
Trustee	4,6	76 4,676	4,350	107%
Legal	9,6		20,000	115%
Engineering	9,9	97 28,550	15,000	190%
Audit		- 8,900	9,084	98%
Arbitrage rebate calculation			1,250	0%
Postage		87 336	750	45%
Legal advertising	2,1	65 3,643	2,500	146%
Office supplies		- 409	250	164%
Contingencies		15 180	750	24%
Annual special district fee		- 175	175	100%
Insurance		- 7,798	8,500	92%
FASD annual dues	2,0		2,000	200%
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 1,000	1,000	100%
Total administrative expenses	32,9		152,108	103%
Maintenance				
	2	07 2,458	2.040	120%
Telephone		· · · · · · · · · · · · · · · · · · ·	2,040	
Field operations management	2,5	00 44,920	30,900	145%
Landscape maintenance	07 <i>E</i>	04 400 664	110.004	4600/
Mowing, edging, pruning & weed control	27,5	91 182,661	112,604	162%
Turf replacement	<b>5</b> 4		20,000	0%
Mulch	5,1		29,120	84%
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		- 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%
Catch basin maint.	3,6	90 3,690	-	N/A
				2

### HAMAL

## COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

### FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	22,884	46,356	24,000	193%
Fountain maintenance	7,735	22,861	28,840	79%
Holiday landscape lighting	2,844	6,867	7,500	92%
Contingency	1,200	28,790	16,600	173%
Wall maintenance	-	16,800	15,000	112%
Utilities	15,109	88,032	63,860	138%
Total maintenance expenses	88,880	580,366	540,392	107%
Other fees and charges				
Property appraiser	-	150	1,141	13%
Information system services	2,630	4,660	2,030	230%
Tax collector		6,469	6,820	95%
Total other fees and charges	2,630	11,279	9,991	113%
Total expenditures	124,452	747,745	702,491	106%
Excess (deficiency) of revenues				
over (under) expenditures	(123,475)	4,984	-	
Fund balance - beginning	1,956,584	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	640,476	640,476	561,646	
Total fund balance - ending	\$ 1,833,109	\$ 1,833,109	\$ 1,754,144	

### HAMAL

## COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2017) FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Year to Month Date		Budget		% of Budget	
REVENUES Assessment levy Interest	\$	- 406	\$ 711,027 12,305	\$	708,180	100% N/A
Total revenues		406	723,332		708,180	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		_	707,020		707,020	100%
Other fees and charges						
Tax collector		-	6,997		7,377	95%
Total other fees and charges	•	-	6,997		7,377	95%
Total expenditures			714,017		714,397	100%
Excess (deficiency) of revenues						
over (under) expenditures		406	9,315		(6,217)	
Fund balances - beginning Fund balances - ending		28,772 29,178	\$ 119,863 129,178	\$	103,023 96,806	

## HAMAL COMMUNITY DEVELOPMENT DISTRICT

### **MINUTES**

#### **DRAFT**

1	MINUTES OF MEETING HAMAL			
3 4	COMMUNITY DEVELOPMENT DISTRICT			
5	The Board of Supervisors of the Hamal Community Development District held Public Hearing			
6	and a Regular Meeting on September 11, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400			
7				
8	Present:			
9				
10	Joseph Petrick	Chair		
11	Benjamin Cuningham	Vice Chair		
12	Ione Senior	Assistant Secretary		
13	Bensy Sanon	Assistant Secretary		
14				
15	Also present:			
16	·			
17	Jamie Sanchez	District Manager		
18	Michelle Rigoni (via telephone)	District Counsel		
19	Al Caruso	District Engineer		
20	Dwayne Barrett	Ibero Property Management Corporation		
21	Leesa Cuningham	Resident		
22	20034 0411118114111	nesident		
23				
24	FIRST ORDER OF BUSINESS	Call to Order/Roll Call		
25	THIST GREEK OF DOSINESS	can to order/non can		
26	Mr. Petrick called the meeting to	order at 6:00 p.m. Supervisors Sanon, Senior,		
27	Cuningham and Petrick were present. Supervisor DePaul was not present.			
28				
29	SECOND ORDER OF BUSINESS	Pledge of Allegiance		
30				
31	All present recited the Pledge of Alleg	iance.		
22				
32				
33	THIRD ORDER OF BUSINESS	Public Comments		
34				
35	No members of the public spoke.			
36	· ·			
37	FOURTH ORDER OF BUSINESS	Consideration of Resolution 2025-07,		
38		Amending Resolution 2025-04 to Reset the		
39		Date, Time, and Location of the Public		
40		Hearing Regarding Proposed Budget for		
41		Fiscal Year 2025/2026, Ratifying the Actions		
42		of the District Manager and Chairman in		

On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor,

the Public Hearing was closed.

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On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, 81 82 Resolution 2025-08, Relating to the Annual Appropriations and Adopting the 83 Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was 84 85 adopted. 86 87 88 SIXTH ORDER OF BUSINESS Public Hearing to Hear Comments and 89 Objections on the Imposition of Special 90 Assessments **Operations** for 91 Maintenance for Fiscal Year 2025/2026 92 **Pursuant to Florida Law** 93 **Proof/Affidavit of Publication** 94 A. 95 Consideration of Resolution 2025-09, Providing for Funding for the FY 2026 Adopted В. 96 Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment 97 Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; 98 99 and Providing an Effective Date On MOTION by Mr. Sanon and seconded by Mr. Cuningham, with all in favor, 100 the Public Hearing was opened. 101 102 103 104 No affected property owners or members of the public spoke. On MOTION by Ms. Senior and seconded by Ms. Sanon, with all in favor, the 105 106 Public Hearing was closed. 107 108 109 Ms. Sanchez presented Resolution 2025-09. 110 On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, Resolution 2025-09, Providing for Funding for the FY 2026 Adopted Budget(s); 111 112 Providing for the Collection and Enforcement of Special Assessments, Including 113 but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability 114 Clause; and Providing an Effective Date, was adopted. 115

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**SEVENTH ORDER OF BUSINESS** 

Consideration of Proposals in Response to RFP for Landscape and Irrigation Maintenance Services

Ms. Sanchez stated it is necessary to eliminate A Better Look Landscaping, LLC as a respondent due to omitting the required licensing documents from its response to the Request for Proposals (RFP). Ibero Property Maintenance Services only submitted an electronic response. She distributed the RFP Bid Opening and Bid Summary that she and Ms. Rigoni prepared. It lists each respondent's company name and bid amounts and notes compliance with RFP requirements or any irregularities. The Board can decide to waive technical irregularities that does not create a competitive advantage.

Mr. Barrett, of Ibero Property Maintenance Services, voluntarily left the meeting during Board deliberations.

#### A. Respondents

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The following are bid pricing for first year only, for demonstration purposes:

#### I. A Better Look Landscaping, LLC

- 134 Bid: \$198,450
- Eliminated as respondent due to lack of certain required documents.
- 136 II. BrightView Landscape Services, Inc.
- 137 Bid: \$195,950.88
- 138 III. Ibero Property Maintenance Services
- 139 Bid: \$164,400
- Eliminated as respondent due to lack of certain required documents.
- 141 IV. Palm Beach County Landscape, Inc.
- 142 Bid: \$305,950
- 143 **V. UG2, LLC**
- 144 Bid: \$253,128.33

#### 145 B. Board Discussion and Evaluation/Ranking

Mr. Sanon, as the Board authorized designee, reviewed the RFP responses and provided his summary of review and information on each respondent and discussed any irregularities in the responses, based on the RFP criteria and in the Evaluation Matrix categories.

Mr. Petrick suggested eliminating Ibero Property Maintenance Services (Ibero) as a respondent due to not providing hard copies of the RFP response, despite efforts with temporarily working with the CDD. The Board deliberated and agreed to eliminate Ibero as a respondent.

- Ms. Sanchez reported the joint scores and ranking, as follows:
- 158 #1 BrightView Landscape Services, Inc. 97 points
- 159 #2 UG2, LLC 93 points 160 #3 Palm Beach County Landscape, Inc. 76 points
  - C. Authorization to Issue Notice of Intent to Award and Enter into Landscape Contract

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, ranking BrightView Landscape Services, Inc. as the #1 ranked responsible and responsive respondent to the RFP for Landscape and Irrigation Maintenance Services, and authorizing Staff to transmit to each respondent a Notice of Intent to Award the RFP for Landscape and Irrigation Maintenance Services and intent to contract with the #1 ranked respondent, BrightView Landscape Services, Inc., was approved.

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- Ms. Sanchez notified Mr. Barrett that should he desire, he could return to the meeting.
- 172 Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting 173
- 174 This item, previously the Eleventh Order of Business, was presented out of order.
  - Ms. Sanchez presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. She noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.
  - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

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Mr. Petrick thanked Mr. Barrett for all the work done in the CDD and explained why his firm was disqualified for consideration for the Landscape and Irrigation Maintenance Services contract.

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#### EIGHTH ORDER OF BUSINESS Update: Inspection Maps

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### A. Consideration of Allstate Resource Management, Inc. Stormwater System/ Maintenance Proposal

Mr. Barrett stated that Allstate Resource Management, Inc. (Allstate) inspected the stormwater system. He presented the Allstate stormwater system and maintenance proposal and 2025 inspection maps identifying the location and condition of each stormwater system.

Discussion ensued regarding an update on the project schedule and asking Allstate to provide certification from its Engineer upon completion of the project.

A Board Member noted that this work was last done about two years ago and asked Mr. Caruso if he recommends proceeding or deferring the project. Mr. Caruso saw no reason to defer the project.

On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor, the Allstate Resource Management, Inc. Stormwater System and Maintenance proposal, for storm drain cleaning and mudwork repairs, in the amount of \$37,440, subject to receipt of a certification letter approving the maintenance and repairs from Allstate's Engineer, upon completion of the project, was approved.

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#### NINTH ORDER OF BUSINESS

TENTH ORDER OF BUSINESS

Consideration of Allstate Resource Management, Inc. Waterway Management Agreement

of

Tree

Ibero

Services

**Property** 

**Exclusive** 

**Trimming/Pruning** 

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Mr. Barrett presented the Allstate Resource Management, Inc. Waterway Management Agreement to maintain CDD lakes and fountains. Mr. Petrick stated the Agreement is similar to ones approved in prior years.

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On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, Allstate Resource Management, Inc. Waterway Management Agreement to provide lake and fountain maintenance services, in the monthly amount of 2,082, was approved.

Consideration

Maintenance

Landscaping

**Proposal** 

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until the Fiscal Year 2026, which starts October 1, 2025. Mr. Petrick stated it was deferred to wait on the outcome of changing landscapers. He would like to proceed with the project since Mr. Barrett identified the location of the CDD trees and provided a reasonable proposal and because the funds allocated for "Tree pruning" in Fiscal Year 2025 remain unspent.

Mr. Cuningham asked if the area includes CDD property and County property under the permit for maintenance. Mr. Barrett replied affirmatively, per the Agreement with the County.

On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor, Ibero Property Management Corporation Professional Landscape Tree Trimming/Pruning Proposal, in the amount of \$23,152.30, was approved.

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#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]

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Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives
 Reporting

This item was presented following the Seventh Order of Business.

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#### TWELFTH ORDER OF BUSINESS

#### **Ratification Items**

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- A. Stewart & Stevenson FDDA LLC Agreement for Improvement Maintenance Services
- 252 B. Allstate Resource Management, Inc. Stormwater Drainage System/Inspection
  253 Agreement
  - Ms. Sanchez noted that the Allstate inspection deductions on the Maintenance Agreement behind Tab 8B.
  - Mr. Cuningham asked Mr. Barrett to ensure the vendor tests to ensure the transfer switch is working.

On MOTION by Ms. Senior and seconded by Mr. Sanon, with all in favor, Stewart & Stevenson FDDA LLC Agreement for Improvement Maintenance Services, in the amount of \$4,772, and the Allstate Resource Management, Inc. Stormwater Drainage System/Inspection Agreement, in the amount of \$3,690, were ratified.

**Operations Manager: Ibero Property Management** 

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C.

DRAFT

**September 11, 2025** 

**HAMAL CDD** 

the meeting adjourned at 8:12 p.m.

	HAMAL CDD	DRAFT	September 11, 2025
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337	Secretary/Assistant Secretary	Chair/Vice Chair	

### HAMAL COMMUNITY DEVELOPMENT DISTRICT

# STAFF REPORTS

#### HAMAL COMMUNITY DEVELOPMENT DISTRICT

#### **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

#### LOCATION

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

DATE POTENTIAL DISCUSSION/FOCUS TIME  October 13, 2025 CANCELED Regular Meeting 6:00 PM  November 10, 2025 Workshop: Sunshine Law Refresher 5:00 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			
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