

**HAMAL
COMMUNITY DEVELOPMENT
DISTRICT**

December 8, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

December 1, 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 December 8, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Consideration of Allstate Resource Management, Inc. Special Service Agreement/Equipment [Fountain Lights Install]
5. Consideration of Coastal Commercial Services Items
 - A. Proposal for Replacement of 30HP Retention Pond Level Control Pump
 - B. Estimate 19250008 [Service of Pressurized Hatch and Replacement of Float Switch Junction Box]
6. Consideration of Resolution 2026-02, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date
7. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
8. Ratification Items
 - A. AWC Quote #3185390 for Quarterly Service

- B. Brightview Landscape Services, Inc. Proposal for Extra Work [Remove and Dispose Flowers on Jog Road]
- 9. Acceptance of Unaudited Financial Statements as of October 31, 2025
- 10. Approval of Minutes
 - A. November 10, 2025 Workshop
 - B. November 10, 2025 Regular Meeting
- 11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Craig A. Smith & Associates*
 - Stormwater Pump Station Maintenance Inspection Memo
 - C. Operations Manager: *Ibero Property Management*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - UPCOMING MEETINGS
 - February 9, 2026 at 5:00 PM [Workshop]
 - February 9, 2026 at 6:00 PM [Regular Meeting]
 - QUORUM CHECK

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

- 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

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

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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: 7/31/25 TERMS: 50% Deposit with Balance Due on Installation DELIVERY: 4 Weeks

<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #1	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Six, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$5,145.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_300'	\$1,500.00
One (1)	Delivery, Installation & Materials	\$ 900.00*
	Estimated Total:	\$7,545.00

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

ALLSTATE RESOURCE MANAGEMENT, INC.

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

By: _____

By: _____

Dated: _____

Dated: _____



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<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #2	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Six, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$5,145.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_250'	\$1,285.00
One (1)	Delivery, Installation & Materials	\$ 900.00*
	Estimated Total:	\$7,330.00

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

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<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #3	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Six, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$5,145.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_250'	\$1,285.00
One (1)	Delivery, Installation & Materials	\$ 900.00*
	Estimated Total:	\$7,330.00

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DATE: 7/31/25 TERMS: 50% Deposit with Balance Due on Installation DELIVERY: 4 Weeks

<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #4	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Five, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$4,345.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_250'	\$1,285.00
One (1)	Delivery, Installation & Materials	<u>\$ 900.00*</u>
	Estimated Total:	\$6,530.00

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

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Boca Raton, Florida 33431

DATE: 7/31/25 TERMS: 50% Deposit with Balance Due on Installation DELIVERY: 4 Weeks

<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #5	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Five, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$4,345.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_200'	\$1,065.00
One (1)	Delivery, Installation & Materials	<u>\$ 900.00*</u>
	Estimated Total:	\$6,310.00

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

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Boca Raton, Florida 33431

DATE: 7/31/25 TERMS: 50% Deposit with Balance Due on Installation DELIVERY: 4 Weeks

<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #6A Celebration Blvd	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Six, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$5,145.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_250'	\$1,285.00
One (1)	Delivery, Installation & Materials	\$ 900.00*
	Estimated Total:	\$7,330.00

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

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DATE: 7/31/25 TERMS: 50% Deposit with Balance Due on Installation DELIVERY: 4 Weeks

<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #8	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Six, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$5,145.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_200'	\$1,065.00
One (1)	Delivery, Installation & Materials	\$ 900.00*
	Estimated Total:	\$7,110.00

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

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Boca Raton, Florida 33431

DATE: 7/31/25 TERMS: 50% Deposit with Balance Due on Installation DELIVERY: 4 Weeks

<u>QUANTITY</u>	<u>DESCRIPTION</u> - Lake Fountain #9	<u>AMOUNT</u>
One (1)	New Set of White LED Submersible Fountain Lights <ul style="list-style-type: none">• Set of Six, 80-watt Warm White LED Light Fixtures• Stainless Steel, Sealed Housings• Custom Bracket Adapters• Warranty: 3-Year Parts, One-year Labor	\$5,145.00
One (1)	New 3-wire, 2-way Light Cable with T-connector_200'	\$1,065.00
One (1)	Delivery, Installation & Materials	\$ 900.00*
	Estimated Total:	\$7,110.00

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Dated: _____

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

5

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

5A



Coastal Commercial Services
1 SE Ocean Blvd, Stuart, Florida 34994 United States
(772) 341-0094

Estimate 19249257
Estimate Date 11/17/2025

Billing Address

Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431 USA

Job Address

Hamal CDD Briar Bay pump station
3400 Celebration Boulevard
West Palm Beach, FL 33411 USA

Description of Work

Proposal for Replacement of 30HP Retention Pond Level Control Pump

Overview:

This proposal covers the removal and replacement of the existing 30HP pump serving the retention pond level control station. While the current pump is still operational, it has accumulated excessive operating hours and is exhibiting elevated amp readings, which may reduce reliability and increase the risk of failure. Our professional recommendation is to proactively replace the pump with a new unit, using a gantry and hoisting system to safely lower the pump into the pit and ensure continued dependable operation of the system.

Scope of Work:

Pre-Work Preparation

- Verify all isolation points, confirm electrical service shutoff, and ensure system is drained or bypassed as required.
- Review pump pit and surrounding structures to plan the installation, including gantry setup and hoisting path.
- Prepare all necessities in work area prior to removal.

Removal of Existing Pump

- Set up gantry and hoisting system to safely extract the existing pump from the pit.
- Disconnect pump retaining equipment, electrical connections, and any instrumentation as required.
- Slide the pump out of its casing and lift it using the hoist, ensuring no damage to pit walls or piping.
- Inspect pump casing, piping, and mounting points for wear or damage and clean as necessary.

Installation of New Pump

- Lower the new 30HP pump into the pump pit using the gantry and hoisting system.
- Align and seat the pump properly in the casing according to manufacturer specifications.
- Reconnect pump retention devices, electrical connections, and instrumentation.
- Install any required gaskets, bolts, or hardware from standard stock to ensure secure installation.

System Start-Up and Testing

- Restore electrical service and system utilities.
- Perform functional testing of the new pump, verifying proper operation, flow rate, and discharge performance.
- Check for leaks, vibrations, or alignment issues, and adjust as necessary.
- Confirm integration with the retention pond level control station for proper automatic operation.

Post-Work Verification

- Test pump under normal operating conditions to verify flow, level control, and responsiveness.
- Confirm all safety devices, sensors, and control interlocks are functioning properly.
- Provide a summary of installation details and startup results to the client, and clean up work area prior to departure.

NOTE: This installation comes with a factory-provided 1 year/3,000 hour warranty on the pump device itself.

Proposal Disclaimer:

This estimate includes only the scope of work and materials explicitly outlined above. Any additional work, repairs, or unforeseen conditions not listed in this estimate are not included in the quoted price. Should any additional issues be identified during the course of work that require attention, a separate proposal will be provided for those items. No additional work will be performed without prior approval from the client. This estimate also excludes any permitting fees or engineered plans, if applicable.

Cost Breakdown:

Labor: \$2,560.00

Materials and Freight: \$61,428.75

Equipment Surcharge: \$450.00

Drive Time: \$165.00

Sub Total	\$64,603.75
Taxes	\$4,300.01
Deposit/Downpayment	\$0.00
Total Due	\$68,903.76

Thank you for choosing Coastal Commercial Services!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. A deposit of 50% is required for all work over \$4,000.00. The summary above is furnished by Coastal Commercial Service as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. Payment is due upon receipt.

All credit card payments over \$2000.00 will have an added convenience fee of 3%. Customer agrees to pay all costs of collection involving attorney fees. Customer is responsible for any charges from the bank due to checks that will not clear. Unpaid balances and late payments are subject to a late fee of 5%. Unpaid balances over 30 days from completion are subject to an additional 1.5% finance charge compounded monthly. (18% annum)

Print Name

Authorization Signature

Business Title

Date

STANDARD TERMS AND CONDITIONS

This document constitutes the Standard Terms and Conditions ("Standard Terms and Conditions") governing the provision of services by COASTAL COMMERCIAL SERVICES, INC. (the "Company"). Your acceptance of our proposal indicates your acceptance of the Standard Terms and Conditions. (the "Customer").

SECTION 1. SCOPE OF AGREEMENT

1.1 The acceptance of our proposal, Standard Terms and Conditions, together with any special conditions, drawings, specifications, represents the entire and integrated agreement between Customer and the Company ("Agreement") and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument offered by the Company and accepted by the Customer.

SECTION 2. SCOPE OF SERVICES.

2.1 The Company agrees to undertake certain plumbing and/or other mechanical services in accordance with the detailed specifications set forth in its written proposal. (the "Work").
2.2 Any additional services requested beyond the scope of the Work shall be considered supplemental and subject to additional charges. The Customer will be informed of these charges and must provide consent before such services are undertaken by the Company.

SECTION 3. RESPONSIBILITIES.

3.1 The Company has the responsibility for the Work described in accordance with the Scope of Services. The Work is to be performed in accordance with local accepted standards of care. The term "Company" as used herein includes all of Company's, affiliate companies, agents, officers, managers, professional staff, employees and subcontractors.
3.2 The Customer or a duly authorized representative is responsible for providing the Company with a clear understanding of the project nature and scope.
3.3 The Customer shall supply the Company with sufficient and adequate information, including, to extent applicable and reasonable, drawings, designs, maps, site plans, reports, surveys, to allow the Company to properly complete the specified services. The Customer shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the Work.
3.4 The Customer acknowledges that the Company's responsibilities in providing the Work described under the Scope of Services section is limited to those services described therein, and the Customer hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the services so described, unless otherwise agreed upon by the parties.
3.6 The Company shall not be responsible for any fraudulent or negligent representations of Customer as to project progress or location, and Customer agrees to hold the Company harmless and indemnify the Company for any and all fees and costs incurred as a result of fraudulent or negligent misrepresentation by Customer.
3.7 PURSUANT TO FLORIDA STATUTE §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF THE COMPANY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 4. LIMITED WARRANTY

4.1 The Company warrants its materials and workmanship to be free from defects for one year after performance unless otherwise specified in writing. The warranty expressly excludes coverage for faults arising from misuse, negligence, or damage resulting from acts of nature, including, but not limited to, earthquakes. Additionally, the warranty does not cover damages resulting from failure to adhere to recommended maintenance procedures, modifications or alterations made to the product by parties other than Company. Any such damages shall render the warranty null and void. There is no warranty on drain cleaning. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede the Company's warranty. This warranty is the only warranty by the Company to CUSTOMER, and is in lieu of all other warranties, expressed or implied.
4.2 TO THE MAXIMUM EXTENT ALLOWED BY LAW THE COMPANY MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4 The Company advises the Customer to remove and protect any personal property inside and out of the real property having services performed on or is otherwise near said work site. The Company shall not be responsible for said items, personal property, fixtures, or improvements. Nor shall the Company be responsible for the natural consequences of the Company's work which may cause damage to improvements to real property including but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, landscaping, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets, or appurtenances to the real property.

5. UNFORESEEN CONDITIONS

5.1 The Customer represents that, except for what is described in the request service, all plumbing, heating, and air conditioning work, the Customer agrees to hold Company harmless, for the following unforeseen conditions:

5.1.1 If conditions and/or circumstances are encountered at the project site, which are concealed physical conditions, or unknown physical conditions, which differ materially from that which is visually ascertained, the Customer agrees to accept responsibility for such conditions and those circumstances outside the control of the Company and further agrees to pay for any labor or materials, including repair to damaged equipment of the Company and other plumbing caused by such conditions and/or circumstances. These unforeseen conditions may include but are not limited to: (1) the existence of improper or faulty plumbing, (2) rusted or defective pipes, (3) acids in the drain system, (4) lines that are settled and broken, (5) existing illegal conditions, (6) defective roofing, (7) improperly charged systems, (8) faulty air movement, (9) electrical defects, (10) insufficient or faulty electrical, or (11) improper voltage by power. Said list is not exhaustive nor fully encompassing.

5.1.2 No information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the Customer's property and the Company has not conducted any investigation in connection herewith. In the event asbestos or other hazardous materials or substances are found to exist on the Customer's property or if, in order to obtain a building permit for the work to be performed by the Company as set forth herein, any remediation action or work, including investigation, is required to be performed on the Customer's property concerning asbestos or other hazardous materials or substances, all work by the Company will cease until such time as the Customer has, at Customer's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.

5.1.3 It is the intent of this provision to make the Customer responsible (1) for all unforeseen or concealed conditions not able to be visibly ascertained; and (2) for that which the Company cannot reasonably control. Accordingly, the Customer further agrees to hold the Company harmless and shall indemnify and defend and all its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, consequential damages, arising out of or as a result from the performance of work involving, affecting, or relating to such unforeseen or concealed conditions.

5.1.4 The Company shall not be liable for water or other damage relating from any defect or delay in responding to said warranty. The Customer must take reasonable steps to mitigate damages.

SECTION 6. HYDROJETTING DISCLAIMER AND WARNING

6.1 Hydro jetter(s) operate under high pressure for cleaning purposes and occasionally expose damaged or corroded piping in the process of cleaning. By signing this proposal for cleaning the Customer agrees to hold the Company harmless in the event of damage to the piping is uncovered and exposed from the cleaning. Piping in good condition can withstand the pressures of cleaning but rotted or damaged piping may get further damaged.

SECTION 7. RECOMMENDATIONS NOT PERFORMED

7.1 If suggested recommendation/options are not chosen by the Customer and a failure is experienced, the Company shall be held harmless.

7.2 Any drain cleaning cable which becomes stuck in the line is the responsibility of the Customer for removal and/or additional repairs. If a sewage spill occurs, including one deemed hazardous material, the cost of clean-up is the responsibility of the Customer.

SECTION 8. PAYMENT

8.1 The Customer agrees to remunerate the Company, for all services rendered in accordance with the rates specified in the accompanying proposal or agreed upon in writing.
8.2 Payment for services shall be due upon completion of the project, unless otherwise stipulated in writing.
8.3 Invoices shall be submitted by the Company upon completion of the project. The Customer agrees to make payment upon receipt of the invoice.
8.4 All credit cards over \$2000.00 will have an added convenience fee of 3%.
8.5 Unpaid balances and late payments are subject to a late fee of 5%.
8.6 Late payments shall incur interest at a rate of one and half percent (1.5%) per month, compounded monthly, from the due date until the outstanding balance is settled in full.
8.7 In the event of non-payment, the Company reserves the right to suspend work on the project until all outstanding payments are received.
8.8 The Customer shall be responsible for any and all costs incurred by the Company in the collection of overdue payments, including but not limited to attorney fees and court costs.
8.9 All payments shall be made in United States currency, unless otherwise agreed upon in writing.
8.10 The Customer acknowledges that failure to remit payment in accordance with these terms may result in the imposition of late fees and suspension of services until payment is received.
8.11 The Customer shall not withhold payment or set off any amount due to the Company against any claim by the Customer against the Company.
8.12 All payments shall be made to the Company's designated bank account or as otherwise directed by the Company in writing.

8.13 No deduction shall be made from payments due COASTAL COMMERCIAL SERVICES, INC. on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to other contractors or on account of the cost of changes or defects in the work. Furthermore, the Customer agrees and recognizes that payment for services rendered by COASTAL COMMERCIAL SERVICES, INC. when due is an express condition precedent to COASTAL COMMERCIAL SERVICES, INC. continuing work as herein described in this Agreement. The Customer recognizes that the failure to pay for services when due shall entitle COASTAL COMMERCIAL SERVICES, INC. to terminate work immediately. In the event that COASTAL COMMERCIAL SERVICES, INC. terminates work for non-payment as herein described, COASTAL COMMERCIAL SERVICES, INC. shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law.

SECTION 9. LICENSE, PERMITS, FEES

9.1 The Customer shall furnish and pay for, at the Customer's own expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with this Agreement. Access to the property for an agent of the administration authority must be provided within a reasonable time. Should reasonable access not be provided, it may result in additional charges to the Customer.

9.2 If at any time the administrative authority asks for additional work not related to our original contract, that work is the responsibility of the Customer. The Company will provide an additional quotation for that work.

9.3 All notices related to work performed by COASTAL COMMERCIAL SERVICES, INC. which are sent to the property owner must be forwarded to COASTAL COMMERCIAL SERVICES, INC. 3900 NW 49th St Tamarac, FL 33309, with a copy to Kerr Law Group, Attn: Russell A. Kerr, Esq., 1025 W Indiantown Road, Suite 102, Jupiter, FL 33458.

SECTION 10. CHANGE ORDERS.

10.1 The Customer may make changes to the scope of the work from time to time during the term of this work. However, any such change or modification shall only be made in a written "Change Order" which is to be signed and dated by both parties (CUSTOMER and COASTAL COMMERCIAL SERVICES, INC.). Such Change Orders shall become part of the agreement. CUSTOMER agrees to pay any increase in the cost of the construction work as a result of any written, dated, and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, COASTAL COMMERCIAL SERVICES, INC. shall estimate the cost thereof and Customer shall pay the actual cost whether or not this cost is in excess of the estimated cost.

SECTION 11. INDEMNIFICATION

11.1 The Customer shall indemnify, defend, and hold harmless the Company, its officers, directors, managers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with:

- i. Any breach of this Agreement by the Customer;
- ii. Any negligence or willful misconduct of the Customer, its employees, agents, or subcontractors;
- iii. Any violation of applicable laws or regulations by the Customer.

11.2 The obligations of the Customer under this provision shall survive the termination or expiration of this Agreement.

SECTION 12. LIMITATION OF LIABILITY

12.1 The Company's liability for any claim, including but not limited to claims for damages, losses, or expenses arising from the provision of its services, shall be limited to the total fees paid by the Client to the Company for the specific services rendered giving rise to such claim.

12.2 The Company shall not be liable for any consequential, incidental, or punitive damages arising from the provision of its services.

12.3 The limitations of liability set forth herein shall apply regardless of the form of action, whether in contract, tort, or otherwise, and shall survive the termination or expiration of this agreement.

12.4 The Company hereby disclaims all damages in connection with CPVC (chlorinated poly vinyl chloride) pipes in the plumbing and/or mechanical services provided pursuant to this Agreement. Under no circumstances shall the Company be held liable for any leaks or failures in CPVC systems, irrespective of their status as new installations or pre-existing structures. Customers have been duly informed and acknowledge the inherent risks associated with CPVC pipes, recognizing its propensity for failure. By proceeding with the contracted services, and installation of CPVC pipes, the Customer acknowledges and accepts this risk, and further agrees to hold the Company harmless for all damages arising out of or related to CPVC pipes.

12.5 CUSTOMER AGREES THAT COASTAL COMMERCIAL SERVICES INC'S TOTAL LIABILITY TO THE OWNER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE ITS WORK OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, COASTAL COMMERCIAL SERVICES INC'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, SHALL NOT THE TOTAL AMOUNT PAID BY THE CUSTOMER TO COASTAL COMMERCIAL SERVICES, INC UNDER THE AGREEMENT. IN NO EVENT SHALL COASTAL COMMERCIAL SERVICES, INC BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LOST PROFITS, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY.

SECTION 13. IN CASE OF DISPUTE

13.1 Procedure. In the event of any dispute between the Company and the Customer arising out of or relating to this agreement, including any breach thereof, the parties agree to first attempt to resolve the dispute promptly through mediation, to be administered by a mutually agreed-upon mediator. If mediation is unsuccessful in resolving the dispute within thirty (30) days, the parties agree to submit the dispute to binding arbitration in accordance with the rules of American Arbitration Association. The arbitration shall take place in Fort Lauderdale, Florida and shall be conducted by a single arbitrator appointed in accordance with the said rules. The decision of the arbitrator shall be final and binding upon both parties.

13.2 Termination of Work. Should a dispute arise between the Company and the Customer, the Customer acknowledges that the Company reserves the right to terminate the work described herein. In such an event, the Company shall be entitled to payment for all services rendered, including the cost of all labor, materials, reasonable profit, and overhead incurred up to the date of termination.

13.3 Continuing Obligations. Termination of work due to dispute shall not relieve either party of any obligations accrued or incurred prior to such termination, nor shall it prejudice any rights or remedies that either party may have against the other.

13.4 **WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN AN ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY DISPUTE RESOLUTION PROCEEDINGS.**

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14.1 Upon completion of the work, the Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials. The Customer agrees to notify the Company within 48 hours of completion of the work described in of all defective work, if any. The Customer agrees that upon discovery of any allegedly defective work, the Customer shall immediately call the Company who shall have the first opportunity to repair the alleged defective work. The failure to allow the Company, the first opportunity to repair the alleged defective work shall void all warranties, express and implied henceforth. The Customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. The Company is not responsible for reimbursement for work performed by any other company or individual.

14.2 The Company will not perform any other work or trade other than that which is specified herein, including, but not limited to, carpentry, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless otherwise stated; paint, plaster, stucco, and landscaping are not included in the up-front price and are the responsibility of the Customer.

SECTION 15. FORCE MAJEURE.

15.1 Failure of the Company to comply with this Agreement (or portions thereof) when due, if occasioned in whole or in part by act of God or the public enemy, pandemic, fire, explosion, perils of the sea, flood, drought, war, riots, pandemic, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, or any occurrence, act, cause or thing beyond the control of the Company, shall excuse any such failure on the part of the Company and the Company shall have no obligation or liability whatsoever arising out of or in connection with any such failure.

SECTION 16. COLLECTION COSTS AND CONSTRUCTION LIEN

16.1 The Customer agrees that they shall pay all expenses incurred by the Company for the collection of any delinquent accounts including, but not limited to: all attorney's fees, filing fees and costs. The Customer agrees to pay collection fees, reasonable attorney's fees and court costs in the event of legal action.

16.2 Pursuant to FLORIDA STATUTE \$713.015 and this agreement, the Company has a right to claim, record and enforce a lien on your property for any unpaid balance on your account, including reasonable attorney fees and costs of collection.

SECTION 17. SEVERABILITY.

17.1 Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 18. ASSIGNMENT

18.1 The Company reserves the right to assign, delegate, or transfer its duties, rights, or interests under this Agreement to a third party without the prior written consent of the Customer. However, such assignment shall not relieve the Company of its obligations under this Agreement unless otherwise agreed upon in writing by the Customer.

18.2 The Customer may not delegate, assign, or transfer its duties or obligations under this Agreement without the prior written consent of the Company. Any attempted assignment in contravention of this provision shall be null and void.

18.3 Any permitted assignment under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 19. GOVERNING LAW AND SURVIVAL

19.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

19.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 20. INTEGRATION CLAUSE

20.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

20.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

5B



Coastal Commercial Services
1 SE Ocean Blvd, Stuart, Florida 34994 United
States
(772) 341-0094

Estimate 19250008
Estimate Date 11/17/2025

Billing Address

Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431 USA

Job Address

Hamal CDD Briar Bay pump station
3400 Celebration Boulevard
West Palm Beach, FL 33411 USA

Description of Work

Proposal for Service of Pressurized Hatch and Replacement of Float Switch Junction Box

Overview:

This proposal covers the maintenance of a pressurized hatch, including the installation of a service and seal kit, and the replacement of a broken float switch junction box with a new weather-tight PVC enclosure. Proper maintenance and replacement are recommended to ensure continued safe operation, prevent leaks, and maintain reliable control system performance.

Scope of Work:

Pre-Work Preparation

- Verify all isolation points and confirm electrical and system shutoff.
- Review hatch access and float switch location to plan for safe service and replacement.
- Prepare surrounding equipment, surfaces, and work areas prior to service.

Service of Pressurized Hatch

- Remove hatch cover and safely depressurize the unit if required.
- Inspect sealing surfaces, gaskets, and components for wear or damage.
- Install service and seal kit per manufacturer specifications.
- Reassemble hatch and verify proper sealing and operation.

Replacement of Broken Float Switch Junction Box

- Remove existing broken junction box and disconnect float switch wiring.
- Install new weather-tight PVC junction box in the same location.
- Reconnect float switch wiring to the new junction box, ensuring secure and watertight connections.
- Verify proper operation of float switch and associated control signals.

System Start-Up and Testing

- Restore electrical and system services.
- Test pressurized hatch for proper sealing and functionality.
- Confirm correct operation of float switch and level control system.

Post-Work Verification

- Confirm that all safety devices, sensors, and controls are functioning properly.
- Provide a summary of maintenance and installation results to the client, and clean up work area prior to departure.

Proposal Disclaimer:

This estimate includes only the scope of work and materials explicitly outlined above. Any additional work, repairs, or unforeseen conditions not listed in this estimate are not included in the quoted price. Should any additional issues be identified during the course of work that require attention, a separate proposal will be provided for those items. No additional work will be performed without prior approval from the client. This estimate also excludes any permitting fees or engineered plans, if applicable.

Sub Total	\$3,485.00
Taxes	\$53.20
Deposit/Downpayment	\$0.00
Total Due	\$3,538.20

Thank you for choosing Coastal Commercial Services!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. A deposit of 50% is required for all work over \$4,000.00. The summary above is furnished by Coastal Commercial Service as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. Payment is due upon receipt.

All credit card payments over \$2000.00 will have an added convenience fee of 3%. Customer agrees to pay all costs of collection involving attorney fees. Customer is responsible for any charges from the bank due to checks that will not clear. Unpaid balances and late payments are subject to a late fee of 5%. Unpaid balances over 30 days from completion are subject to an additional 1.5% finance charge compounded monthly. (18% annum)

Print Name

Authorization Signature

Business Title

Date

STANDARD TERMS AND CONDITIONS

This document constitutes the Standard Terms and Conditions ("Standard Terms and Conditions") governing the provision of services by COASTAL COMMERCIAL SERVICES, INC. (the "Company"). Your acceptance of our proposal indicates your acceptance of the Standard Terms and Conditions. (the "Customer").

SECTION 1. SCOPE OF AGREEMENT

1.1 The acceptance of our proposal, Standard Terms and Conditions, together with any special conditions, drawings, specifications, represents the entire and integrated agreement between Customer and the Company ("Agreement") and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument offered by the Company and accepted by the Customer.

SECTION 2. SCOPE OF SERVICES.

2.1 The Company agrees to undertake certain plumbing and/or other mechanical services in accordance with the detailed specifications set forth in its written proposal. (the "Work").
2.2 Any additional services requested beyond the scope of the Work shall be considered supplemental and subject to additional charges. The Customer will be informed of these charges and must provide consent before such services are undertaken by the Company.

SECTION 3. RESPONSIBILITIES.

3.1 The Company has the responsibility for the Work described in accordance with the Scope of Services. The Work is to be performed in accordance with local accepted standards of care. The term "Company" as used herein includes all of Company's, affiliate companies, agents, officers, managers, professional staff, employees and subcontractors.
3.2 The Customer or a duly authorized representative is responsible for providing the Company with a clear understanding of the project nature and scope.
3.3 The Customer shall supply the Company with sufficient and adequate information, including, to extent applicable and reasonable, drawings, designs, maps, site plans, reports, surveys, to allow the Company to properly complete the specified services. The Customer shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the Work.
3.4 The Customer acknowledges that the Company's responsibilities in providing the Work described under the Scope of Services section is limited to those services described therein, and the Customer hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the services so described, unless otherwise agreed upon by the parties.
3.6 The Company shall not be responsible for any fraudulent or negligent representations of Customer as to project progress or location, and Customer agrees to hold the Company harmless and indemnify the Company for any and all fees and costs incurred as a result of fraudulent or negligent misrepresentation by Customer.
3.7 PURSUANT TO FLORIDA STATUTE §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF THE COMPANY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 4. LIMITED WARRANTY

4.1 The Company warrants its materials and workmanship to be free from defects for one year after performance unless otherwise specified in writing. The warranty expressly excludes coverage for faults arising from misuse, negligence, or damage resulting from acts of nature, including, but not limited to, earthquakes. Additionally, the warranty does not cover damages resulting from failure to adhere to recommended maintenance procedures, modifications or alterations made to the product by parties other than Company. Any such damages shall render the warranty null and void. There is no warranty on drain cleaning. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede the Company's warranty. This warranty is the only warranty by the Company to CUSTOMER, and is in lieu of all other warranties, expressed or implied.

4.2 TO THE MAXIMUM EXTENT ALLOWED BY LAW THE COMPANY MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4 The Company advises the Customer to remove and protect any personal property inside and out of the real property having services performed on or is otherwise near said work site. The Company shall not be responsible for said items, personal property, fixtures, or improvements. Nor shall the Company be responsible for the natural consequences of the Company's work which may cause damage to improvements to real property including but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, landscaping, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets, or appurtenances to the real property.

5. UNFORESEEN CONDITIONS

5.1 The Customer represents that, except for what is described in the request service, all plumbing, heating, and air conditioning work, the Customer agrees to hold Company harmless, for the following unforeseen conditions:

5.1.1 If conditions and/or circumstances are encountered at the project site, which are concealed physical conditions, or unknown physical conditions, which differ materially from that which is visually ascertained, the Customer agrees to accept responsibility for such conditions and those circumstances outside the control of the Company and further agrees to pay for any labor or materials, including repair to damaged equipment of the Company and other plumbing caused by such conditions and/or circumstances. These unforeseen conditions may include but are not limited to: (1) the existence of improper or faulty plumbing, (2) rusted or defective pipes, (3) acids in the drain system, (4) lines that are settled and broken, (5) existing illegal conditions, (6) defective roofing, (7) improperly charged systems, (8) faulty air movement, (9) electrical defects, (10) insufficient or faulty electrical, or (11) improper voltage by power. Said list is not exhaustive nor fully encompassing.

5.1.2 No information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the Customer's property and the Company has not conducted any investigation in connection herewith. In the event asbestos or other hazardous materials or substances are found to exist on the Customer's property or if, in order to obtain a building permit for the work to be performed by the Company as set forth herein, any remediation action or work, including investigation, is required to be performed on the Customer's property concerning asbestos or other hazardous materials or substances, all work by the Company will cease until such time as the Customer has, at Customer's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.

5.1.3 It is the intent of this provision to make the Customer responsible (1) for all unforeseen or concealed conditions not able to be visibly ascertained; and (2) for that which the Company cannot reasonably control. Accordingly, the Customer further agrees to hold the Company harmless and shall indemnify and defend and all its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, consequential damages, arising out of or as a result from the performance of work involving, affecting, or relating to such unforeseen or concealed conditions.

5.1.4 The Company shall not be liable for water or other damage relating from any defect or delay in responding to said warranty. The Customer must take reasonable steps to mitigate damages.

SECTION 6. HYDROJETTING DISCLAIMER AND WARNING

6.1 Hydro jetter(s) operate under high pressure for cleaning purposes and occasionally expose damaged or corroded piping in the process of cleaning. By signing this proposal for cleaning the Customer agrees to hold the Company harmless in the event of damage to the piping is uncovered and exposed from the cleaning. Piping in good condition can withstand the pressures of cleaning but rotted or damaged piping may get further damaged.

SECTION 7. RECOMMENDATIONS NOT PERFORMED

7.1 If suggested recommendation/options are not chosen by the Customer and a failure is experienced, the Company shall be held harmless.

7.2 Any drain cleaning cable which becomes stuck in the line is the responsibility of the Customer for removal and/or additional repairs. If a sewage spill occurs, including one deemed hazardous material, the cost of clean-up is the responsibility of the Customer.

SECTION 8. PAYMENT

8.1 The Customer agrees to remunerate the Company, for all services rendered in accordance with the rates specified in the accompanying proposal or agreed upon in writing.
8.2 Payment for services shall be due upon completion of the project, unless otherwise stipulated in writing.
8.3 Invoices shall be submitted by the Company upon completion of the project. The Customer agrees to make payment upon receipt of the invoice.
8.4 All credit cards over \$2000.00 will have an added convenience fee of 3%.
8.5 Unpaid balances and late payments are subject to a late fee of 5%.
8.6 Late payments shall incur interest at a rate of one and half percent (1.5%) per month, compounded monthly, from the due date until the outstanding balance is settled in full.
8.7 In the event of non-payment, the Company reserves the right to suspend work on the project until all outstanding payments are received.
8.8 The Customer shall be responsible for any and all costs incurred by the Company in the collection of overdue payments, including but not limited to attorney fees and court costs.
8.9 All payments shall be made in United States currency, unless otherwise agreed upon in writing.
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15.1 Failure of the Company to comply with this Agreement (or portions thereof) when due, if occasioned in whole or in part by act of God or the public enemy, pandemic, fire, explosion, perils of the sea, flood, drought, war, riots, pandemic, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, or any occurrence, act, cause or thing beyond the control of the Company, shall excuse any such failure on the part of the Company and the Company shall have no obligation or liability whatsoever arising out of or in connection with any such failure.

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16.2 Pursuant to FLORIDA STATUTE §713.015 and this agreement, the Company has a right to claim, record and enforce a lien on your property for any unpaid balance on your account, including reasonable attorney fees and costs of collection.

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17.1 Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 18. ASSIGNMENT

18.1 The Company reserves the right to assign, delegate, or transfer its duties, rights, or interests under this Agreement to a third party without the prior written consent of the Customer. However, such assignment shall not relieve the Company of its obligations under this Agreement unless otherwise agreed upon in writing by the Customer.

18.2 The Customer may not delegate, assign, or transfer its duties or obligations under this Agreement without the prior written consent of the Company. Any attempted assignment in contravention of this provision shall be null and void.

18.3 Any permitted assignment under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 19. GOVERNING LAW AND SURVIVAL

19.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

19.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 20. INTEGRATION CLAUSE

20.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

20.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HAMAL COMMUNITY DEVELOPMENT DISTRICT RELATING TO
THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30,
2025; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on September 12, 2024, the Board of Supervisors (hereinafter referred to as the “Board”) of the Hamal Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2024/2025; and

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for Fiscal Year 2024/2025

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

Section 1. The Fiscal Year 2024/2025 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2025 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 8th day of December, 2025.

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025
EFFECTIVE NOVEMBER 30, 2025**

HAMAL
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025

	FY 2025 Actual	FY 2025 Adopted Budget	Budget to Actual Variance	Proposed Amended Increase/ (Decrease)	FY 2025 Amended Budget
REVENUES					
Assessment levy	\$ 657,385	\$ 654,689	\$ (2,696)	\$ 2,696	\$ 657,385
Fair share agreement	73,264	46,302	(26,962)	26,962	73,264
Interest & misc. income	22,080	1,500	(20,580)	20,580	22,080
Total revenues	<u>752,729</u>	<u>702,491</u>	<u>(50,238)</u>	<u>50,238</u>	<u>752,729</u>
EXPENDITURES					
Administrative					
Supervisors fee & FICA tax	6,859	7,536	677	(677)	6,859
Management/recording/accounting	44,048	44,048	-	-	44,048
Trustee	4,676	4,350	(326)	326	4,676
Legal	26,557	20,000	(6,557)	6,557	26,557
Engineering	28,550	15,000	(13,550)	13,550	28,550
Audit	8,900	9,084	184	(184)	8,900
Arbitrage rebate calculation	-	1,250	1,250	(1,250)	-
Postage	336	750	414	(414)	336
Legal advertising	3,643	2,500	(1,143)	1,143	3,643
Office supplies	409	250	(159)	159	409
Contingencies	180	750	570	19,430	20,180
Annual special district fee	175	175	-	-	175
Insurance	7,798	8,500	702	(702)	7,798
FASD annual dues	4,000	2,000	(2,000)	2,000	4,000
Pump station/equipment insurance	11,790	14,000	2,210	(2,210)	11,790
Reserve study	9,850	20,000	10,150	(10,150)	9,850
Website	705	705	-	-	705
ADA website compliance	210	210	-	-	210
Dissemination agent	1,000	1,000	-	-	1,000
Total administrative expenses	<u>159,686</u>	<u>152,108</u>	<u>(7,578)</u>	<u>27,578</u>	<u>179,686</u>
Maintenance					
Telephone	2,458	2,040	(418)	418	2,458
Field operations management	44,920	30,900	(14,020)	14,020	44,920
Landscape maintenance					
Mowing, edging, pruning & weed control	182,661	112,604	(70,057)	70,057	182,661
Turf replacement	-	20,000	20,000	(20,000)	-
Mulch	24,320	29,120	4,800	(4,800)	24,320
Insect, weed, fertilization	18,870	58,308	39,438	(39,438)	18,870
Annuals removal, replacement, installatatic	-	15,914	15,914	(15,914)	-
Tree pruning	-	28,138	28,138	(28,138)	-
Irrigation system maintenance	3,636	8,988	5,352	(5,352)	3,636
Irrigation repairs	12,094	12,360	266	(266)	12,094
Barrier wall painting	71,475	-	(71,475)	71,475	71,475
Capital outlay	-	30,400	30,400	(30,400)	-
Landscape replacement	1,900	20,600	18,700	(18,700)	1,900
Preventative maintenance: pump station	-	11,100	11,100	(11,100)	-
Repair/maintenance: pump station	4,636	4,120	(516)	516	4,636
Unbudgeted - catch basin maint.	3,690	-	(3,690)	3,690	3,690

HAMAL
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025

	FY 2025 Actual	FY 2025 Adopted Budget	Budget to Actual Variance	Proposed Amended Increase/ (Decrease)	FY 2025 Amended Budget
Maintenance (continued)					
Lake maintenance	46,356	24,000	(22,356)	22,356	46,356
Fountain maintenance	22,861	28,840	5,979	(5,979)	22,861
Holiday landscape lighting	6,867	7,500	633	(633)	6,867
Contingency	28,790	16,600	(12,190)	12,190	28,790
Wall maintenance	16,800	15,000	(1,800)	1,800	16,800
Utilities	88,032	63,860	(24,172)	24,172	88,032
Total maintenance expenses	<u>580,366</u>	<u>540,392</u>	<u>(39,974)</u>	<u>39,974</u>	<u>580,366</u>
Other fees and charges					
Property appraiser	150	1,141	991	(991)	150
Information system services	4,660	2,030	(2,630)	2,630	4,660
Tax collector	2,298	6,820	4,522	(4,522)	2,298
Total other fees and charges	<u>7,108</u>	<u>9,991</u>	<u>2,883</u>	<u>(2,883)</u>	<u>7,108</u>
Total expenditures	<u>747,160</u>	<u>702,491</u>	<u>(44,669)</u>	<u>64,669</u>	<u>767,160</u>
Excess (deficiency) of revenues over (under) expenditures	5,569	-	(5,569)	(14,431)	(14,431)
Fund balance - beginning	1,828,125	1,754,144	(73,981)	73,981	1,828,125
Fund balance - ending					
Nonspendable					
Prepaid expenditures and deposits	135	-	(135)	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	641,061	561,646	(79,415)	79,415	641,061
Total fund balance - ending	<u>\$ 1,833,694</u>	<u>\$ 1,754,144</u>	<u>\$ (79,550)</u>	<u>\$ 59,550</u>	<u>\$ 1,813,694</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

7

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

7A

HAMAL COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2 Financial Reports

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

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

Jamie Sanchez

District Manager

Jamie Sanchez

Print Name

11/25/25

Date

J. F. B., CRANZ

Chair/Vice Chair, Board of Supervisors

Joseph Piednick

Print Name

11/25/26

Date

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

7B

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

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes No

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2 Financial Reports

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

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

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

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

District Manager

Print Name

Date

Chair/Vice Chair, Board of Supervisors

Print Name

Date

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS A**

 <p>Great Technology Passionate People</p> <p>BETTER SOLUTIONS</p>		<p>Shipping Method: Carrier: UPS Service: Ground Terms: Prepay and Add</p>		<p>Check Availability, Update Quote or Order Online (Registration Required)</p>	
Confidential: To be used by recipient's organization only					
To: JAMIE SANCHEZ HAMAL COMMUNITY DEVELOPMENT DISTRIC sanchezj@whhassociates. com (877) 276-0889	From: Chris Brodeur AWC - JAX AUTOMATION Chris.Brodeur@awc-inc.com (561) 632-2083	Reference: Quote Date: 11/04/2025 Valid Until: 12/04/2025 AWC Quote #: 3185390 Quote Version: 001 AWC Account #: 7H2301 Payment Terms: Cash In Advance	Bill To: HAMAL COMMUNITY DEVELOPMENT DISTRIC 2300 GLADES RD STE 410W BOCA RATON, FL 33431	Ship To: HAMAL COMMUNITY DEVELOPMENT DISTRIC 2300 GLADES RD STE 410W BOCA RATON, FL 33431	Subtotal: \$ 2,400.00 Est. Freight: TBD Est. Tax: \$ 0.00 Quote Total: \$ 2,400.00

Note

Unless otherwise specified in Seller's quotation, prices quoted for Products and Services are good for 30 days and do not include shipping costs or taxes of any description, including without limitation excise, sales, use, property, export, or other taxes which may be imposed upon the manufacture, sale, delivery, export or use of Products or Services. Additionally, quoted prices do not include tariffs, the application and value of which are to be determined by Seller in the event tariffs are levied against such Products or Services. Buyer agrees to pay all such charges or to reimburse Seller therefor upon receipt of Seller's invoice. If Buyer claims exemption from any tax, Buyer shall provide a copy of its tax exemption certificate at the time the order is placed and shall defend, indemnify and hold Seller harmless from and against any claim for taxes, interest and penalties which may be assessed on holding that the items are taxable.

* Lead times may vary due to unforeseen supply chain constraints.

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
001	BRIAR BAY QUARTERLY SERVICE	4	\$600.00	\$2,400.00	90 Days
Line Item Notes: Briar Bay quarterly service agreement. Service of the Briar Bay pumpstation control panel. Includes quarterly site visit to make sure the PLC and HMI are in working order. Including checking the network is stable and communicating to the system.					
 11-15-25					

Notes

- 1 If tax exempt, please provide a tax-exempt certificate with purchase order
- 2 Estimated delivery is based upon availability at time of quotation. Click [Update Quote](#) for current availability
- 3 All stock subject to prior sale. Stock material generally ships the same day if purchase orders are received by 2:00PM EST
- 4 Unless otherwise agreed to in writing by both parties, all sales resulting from this quote are subject to AWC's [Terms & Conditions](#).
- 5 The quoted subtotal does not include import/export duties or credit card processing fees
- 6 Credit card payments are acceptable if made at time of order placement, subject to a maximum of \$10,000. A credit card processing charge of up to 3% of the order amount may be added to the order total
- 7 We are unable to estimate the freight. We apologize for the inconvenience. Freight will be determined at time of purchase order
- 8 Online access is limited to registered users. Please contact your AWC representative to register
- 9 Images shown above are for illustration purposes only

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS B**

Proposal for Extra Work at Hamal CDD

Property Name	Hamal CDD	Contact	Dwayne Barrett
Property Address	3411 Briar Bay Blvd West Palm Beach, FL 33411	To	Hamal CDD
		Billing Address	2300 Glades Rd Ste 410W Boca Raton, FL 33431

Project Name	Remove Flowers
Project Description	Remove and dispose flowers on Jog Rd, clean beds

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
10.00	HOUR	Labor to remove Flowers on Jog Rd, Clean up beds	\$43.64	\$436.36

For internal use only

SO#		Total Price	\$436.36
JOB#	353000364		
Service Line	130		

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.
15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract:
By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title
Dwayne Barrett Printed Name	PM
November 11, 2025	

11-14-25

BrightView Landscape Services, Inc. "Contractor"
Branch Manager, Senior

Signature	Title
Jose Adalberto Zepeda Printed Name	November 11, 2025
Job #: 353000364	
SO #: Proposed Price: \$436.36	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

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

HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
OCTOBER 31, 2025

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 456,748	\$ -	\$ 456,748
Investments			
Centennial	259,636	-	259,636
FineMark MMA	249,791	-	249,791
FineMark ICS	326,493	-	326,493
Iberia - MMA	25,287	-	25,287
Bank United	453,778	-	453,778
Revenue	-	121,989	121,989
Prepayment	-	1,052	1,052
Sinking	-	69	69
Optional redemption	-	1	1
COI	-	6,475	6,475
Due from other	31	-	31
Due from other funds			
General fund	-	4,511	4,511
Deposits	135	-	135
Total assets	\$ 1,771,899	\$ 134,097	\$ 1,905,996
LIABILITIES			
Liabilities:			
Accounts payable off-site	\$ 3,586	\$ -	\$ 3,586
Due to other funds			
Debt service (series 2021)	4,511	-	4,511
Total liabilities	8,097	-	8,097
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	134,097	134,097
Assigned			
3 months working capital	213,964	-	213,964
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	549,703	-	549,703
Total fund balance	1,763,802	134,097	1,897,899
Total liabilities and fund balances	\$ 1,771,899	\$ 134,097	\$ 1,905,996

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 738,152	0%
Fair share agreement	- -	- -	46,302	0%
Interest & misc. income	976	976	1,500	65%
Total revenues	<u>976</u>	<u>976</u>	<u>785,954</u>	0%
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax	- -	- -	7,536	0%
Management/recording/accounting	3,671	3,671	44,048	8%
Trustee	- -	- -	4,350	0%
Legal	- -	- -	20,000	0%
Engineering	- -	- -	15,000	0%
Audit	- -	- -	9,384	0%
Arbitrage rebate calculation	- -	- -	1,250	0%
Postage	- -	- -	750	0%
Legal advertising	- -	- -	2,500	0%
Office supplies	- -	- -	250	0%
Contingencies	- -	- -	1,500	0%
Annual special district fee	175	175	175	100%
Insurance	8,266	8,266	9,300	89%
FASD annual dues	- -	- -	2,000	0%
Pump station/equipment insurance	11,214	11,214	14,000	80%
Website	- -	- -	705	0%
ADA website compliance	- -	- -	210	0%
Dissemination agent	83	83	1,000	8%
Total administrative expenses	<u>23,409</u>	<u>23,409</u>	<u>133,958</u>	17%
Maintenance				
Telephone	207	207	2,040	10%
Field operations management	2,500	2,500	44,400	6%
Landscape maintenance				
Mowing, edging, pruning & weed control	13,700	13,700	135,125	10%
Turf replacement	- -	- -	24,000	0%
Mulch	- -	- -	34,944	0%
Insect, weed, fertilization	- -	- -	69,969	0%
Annuals removal, replacement, installation	- -	- -	19,097	0%
Tree pruning	7,500	7,500	33,766	22%
Irrigation system maintenance	- -	- -	10,786	0%
Irrigation repairs	10,125	10,125	12,360	82%
Capital outlay	- -	- -	30,400	0%
Landscape replacement	9,850	9,850	24,720	40%
Preventative maintenance: pump station	- -	- -	12,000	0%
Repair/maintenance: pump station	2,377	2,377	7,500	32%

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

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	-	-	25,200	0%
Fountain maintenance	-	-	30,282	0%
Utilities	-	-	63,860	0%
Wall maintenance	-	-	20,000	0%
Holiday landscape lighting	-	-	5,687	0%
Contingency	1,200	1,200	25,000	5%
Hurricane clean-up	-	-	10,000	0%
Total maintenance expenses	<u>47,459</u>	<u>47,459</u>	<u>641,136</u>	7%
Other fees and charges				
Property appraiser	-	-	1,141	0%
Information system services	-	-	2,030	0%
Tax collector	-	-	7,689	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>10,860</u>	0%
Total expenditures	<u>70,868</u>	<u>70,868</u>	<u>785,954</u>	9%
Excess (deficiency) of revenues over (under) expenditures	(69,892)	(69,892)	-	
Fund balance - beginning	1,833,694	1,833,694	1,879,194	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	213,964	213,964	213,964	
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	549,703	549,703	665,230	
Total fund balance - ending	<u>\$ 1,763,802</u>	<u>\$ 1,763,802</u>	<u>\$ 1,879,194</u>	

HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2017)
FOR THE PERIOD ENDED OCTOBER 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 708,180	0%
Interest	408	408	-	N/A
Total revenues	<u>408</u>	<u>408</u>	<u>708,180</u>	0%
EXPENDITURES				
Principal	-	-	632,000	0%
Interest 11/1	-	-	37,204	0%
Interest 5/1	-	-	37,204	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>706,408</u>	0%
Other fees and charges				
Tax collector	-	-	7,377	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>7,377</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>713,785</u>	0%
Excess (deficiency) of revenues over (under) expenditures	408	408	(5,605)	
Fund balances - beginning	133,689	133,689	113,646	
Fund balances - ending	<u>\$ 134,097</u>	<u>\$ 134,097</u>	<u>\$ 108,041</u>	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES A

DRAFT

MINUTES OF MEETING HAMAL COMMUNITY DEVELOPMENT DISTRICT

4 The Board of Supervisors of the Hamal Community Development District held a
5 Workshop on November 10, 2025 at 5:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration
6 Blvd., West Palm Beach, Florida 33411.

Present:

Joseph Petrick	Chair
Benjamin Cunningham	Vice Chair
Ione Senior	Assistant Secretary
Bensy Sanon	Assistant Secretary
Marc DePaul	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni	District Counsel
Al Caruso	District Engineer
Dwayne Barrett	Ibero Property Management Corporation
Ciara Passmore	Hamilton Bay Property Manager
Erika Duff	Resident and HOA President

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The workshop was called to order at 5:06 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Sunshine Law and Public Records Presentation

Ms. Rigoni gave a PowerPoint Sunshine Law and Public Records Presentation detailing

32 the following topics:

- 33 ➤ Basics of The Sunshine Law
- 34 ➤ When a meeting is subject to the Sunshine Law
- 35 ➤ Requirement for meetings to be open to the Public
- 36 ➤ Requirement to give reasonable, advertised notice of meetings
- 37 ➤ Requirement to produce meeting minutes
- 38 ➤ Penalties for violating the Sunshine Law

- 39 ➤ Sunshine Law Best Practices to utilize to remain compliant with the Sunshine Law
- 40 ➤ Real Life Sunshine Law Prosecutions
- 41 ➤ Public Records Law
- 42 ➤ Definition of a Public Record
- 43 ➤ Public Records Law Best Practices
- 44 Board Members should contact Ms. Rigoni with questions or concerns related to the
- 45 Sunshine Law and Public Records requests.

46

47 THIRD ORDER OF BUSINESS **Public Comments: non-agenda items**

48

49 No members of the public spoke.

50

51 FOURTH ORDER OF BUSINESS Supervisors' Requests

52

53 There were no Supervisors' requests.

54

55 FIFTH ORDER OF BUSINESS Adjournment

56

57 The workshop adjourned at 5:57 p.m.

58

59
60
61 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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63
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66

Secretary/Assistant Secretary

Chair/Vice Chair

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES B

DRAFT

**MINUTES OF MEETING
HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

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

Present:

Joseph Petrick	Chair
Benjamin Cunningham	Vice Chair
Ione Senior	Assistant Secretary
Bensy Sanon	Assistant Secretary
Marc DePaul	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni	District Counsel
Al Caruso	District Engineer
Dwayne Barrett	Ibero Property Management Corporation
Ciara Passmore	Hamilton Bay Property Manager
BrightView Representative	
Erika Duff	Resident and HOA President

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:01 p.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Public Comments

Ms. Sanchez reviewed the public comments protocols and stated that Supervisors may or not address statements, questions or concerns during the meeting.

41 Hamilton Bay resident and HOA President Erika Duff discussed trees along the curb
42 entering Hamilton Bay that, in her opinion, need pruning. She stated the trees appear to be on
43 CDD property.

44 Ms. Sanchez stated this is an agenda item.

45 Hamilton Bay Property Manager Ciara Passmore shared Ms. Duff's question.

46

47 FOURTH ORDER OF BUSINESS

Discussion Items:

49 ■ 2025 Maintenance Calendar

50 This item was presented following Item 4B.

51 ■ Tree Trimming Obligations

52 Mr. DePaul, who also serves on the Hamilton Bay Board, discussed trees in need of
53 trimming at the entrance to Hamilton Bay. Referring to the map in the agenda, he indicated the
54 location of the trees and stated that the Property Appraiser's website seems to indicate that the
55 trees are on CDD property. The Hamilton Bay Board would like to perform tree trimming
56 maintenance in advance of hurricane season and would like to know if an Interlocal Agreement
57 is needed or if the CDD should be asked to trim the trees.

58 Ms. Rigoni stated in Florida tree trimming obligations are generally a self-help issue.
59 Property owners can trim branches, roots or parts of trees encroaching on their private property.
60 That does not give them the right to enter other people's property to perform trimming. Based
61 on the size and scale of the trimming, she believes Mr. DePaul wanted to discuss generally
62 considering the scheduling of trimming of trees located on CDD property. Hamilton Bay can trim
63 the encroaching roots and branches hanging over the private road.

64 It was noted that the self-help portion relates to an arbitrary, invisible line from the
65 property line upwards and that the question is pruning trees that are clearly on CDD property.

66 Mr. Petrick discussed different HOAs planting certain trees on CDD property in the CDD's
67 early years, when one landscaping company maintained the entire CDD, all subdivisions and both
68 Master Associations. He stated that the two HOAs in Briar Bay have historically trimmed and
69 pruned these trees themselves.

70 Discussion ensued regarding the uncertainty about when the trees were planted, by
71 whom, and the similarity to the Briar Bay ingress and egress.

72 Ms. Rigoni stated that the trees are clearly on CDD property and have been for many
73 years, so the District can maintain them as it is on District property.

74 Mr. Petrick does not believe that trimming all trees that have been on CDD property for
75 so long should be an issue.

76 Discussion ensued regarding the CDD assuming responsibility for maintaining all trees on
77 CDD property, it being maintenance and not topiary work, the inability to determine what was
78 done and by whom, and the work currently underway on the median to improve the CDD's
79 appearance.

80 Mr. Petrick stated that tree trimming in the CDD has been stopped because the oaks in
81 the CDD were being improperly trimmed; eight or nine oaks were very poorly trimmed. He
82 directed Staff to halt the trimming immediately. He stated that Ibero was asked to stop all
83 trimming and suggested terminating the tree trimming work authorization with Ibero and
84 requesting a proposal from BrightView as the District's new landscaper for trimming and pruning
85 the trees.

86 Ms. Rigoni believes the termination of the Work Authorization is sufficient. The
87 Agreement will end next week and all work will end and unpaid invoices will be paid.

88 Discussion ensued regarding terminating the Work Authorization with Ibero.

89 Mr. Cunningham stated he is not confident in withholding payment as it is not clear which
90 trimming is in question, such as whether it is the Florida Power & Light (FPL) line clearing, which
91 is separate from the work done by Ibero.

92 Mr. Petrick stated that FPL trimmed six or seven trees in a Y shape. On October 20, 2025,
93 in the early afternoon, he observed two or three trees with all the branches on half of the tree
94 completely removed. He called Ms. Sanchez and asked her to advise Mr. Barrett and ask him to
95 stop the work. Although the call was made, he observed later in the day that more branches were
96 removed. He called Ms. Sanchez again to ask her to call again to stop the work and asked her to
97 get a certified Arborist to provide a report.

98 Ms. Sanchez stated that Mr. Barrett contacted the Arborist who prepared the Report in
99 the agenda.

100 Referring to the report, Mr. Petrick stated that the Arborist acknowledged the damage to
101 the trees, recommended short-term and long-term plans to restore the trees' health, and

102 recommended replacing the trees, which would require submitting a Site Plan Amendment to
103 the City. He believes the best option is to replace the damaged trees or enter into a long-term
104 plan to maintain the trees. He doubts the trees can survive and suggested terminating the
105 contract.

106 Discussion ensued regarding the Report, whether FPL plans to put power lines
107 underground, the Planned Unit Development (PUD) which required the live oak trees to be
108 planted, the need to request City approval for any new plantings, and the permitting process for
109 removal and replacement of the trees with the same species versus replacing all trees with a
110 different species, which would require a landscape plan modification and would be very costly.

111 Mr. DePaul wondered if the CDD will replace like trees with like. Mr. Petrick replied
112 affirmatively. Mr. DePaul stated the current issue is that a very tall tree is growing upward and
113 encroaching into the 6' airspace around the power lines and that type of issue will keep
114 happening.

115 A BrightView representative discussed the proposed solution and asked for a few months
116 to take a GPS tree inventory, work with an Arborist where necessary, speak with the City to see
117 what can be done with a different species of trees, and develop a plan.

118 Mr. Cunningham expressed support for stopping the previously approved work at this time
119 and stated that, while he has not seen the aforementioned bad pruning, he believes the location
120 and the species are the problem and a better solution is needed.

121 Discussion ensued regarding the work to be done by BrightView. The consensus was that
122 BrightView's findings and a proposal will be presented at the February 9, 2026 meeting.

123 Mr. Petrick stated the Board is in agreement that the CDD will maintain the trees on CDD
124 property. Ms. Sanchez and Mr. Petrick will work with BrightView, who will provide more
125 information from the City and will present a proposal at the February meeting.

126 Ms. Rigoni recommended a Board Member be designated to work with Ms. Sanchez to
127 determine what work was done, verify that work was done in accordance with the contract's
128 scope, and determine what compensation is due so that payment is made within the scope of
129 what was approved, in order to comply with Prompt Payment guidelines.

130 Mr. Petrick thinks the trees were improperly pruned, as evidenced by the Arborist's report
131 which outlines the cure.

132 Ms. Sanchez does not believe an additional Arborist's report is needed unless the Board
133 thinks it is absolutely necessary, as BrightView mentioned this area and because the CDD will be
134 invoiced for the report. The Arborist's report, which was not received in time to be included in
135 the agenda, noted the following:

136 ➤ The trees were improperly pruned for years prior to the report.
137 ➤ The trees were given a 60% condition rating.
138 ➤ Some trees are pruned worse than others, but overall, they are in good health condition.
139 ➤ Only one tree is dead.
140 ➤ The report describes the recommended plans, preventative maintenance and three-year
141 maintenance and long-term replacement program for the trees.

142 **On MOTION by Mr. Cunningham and seconded by Mr. DePaul, with all in favor,
143 obtainment of the Arborist Report, was ratified.**

144
145 **On MOTION by Mr. DePaul and seconded by Ms. Senior, with all in favor,
146 designating Mr. Cunningham to work with Staff to verify the scope of the
147 completed work and to make the prorated portion payment, and authorizing
148 District Counsel to draft a Mutual Release in connection with same, was
149 approved.**

150
151 ▪ **2025 Maintenance Calendar**

152 **This item, previously Item 4A, was presented out of order.**

153 Ms. Sanchez presented the 2025 Hamal CDD Maintenance Calendar prepared by Mr.
154 Barrett. The Maintenance Calendar also encompasses 2026 and is subject to change.

155 Ms. Sanchez stated that the landscaping information will change. She will email updated
156 versions to the Board as the document is updated.

157 This item will not remain on the agenda.

158
159

160 **FIFTH ORDER OF BUSINESS**

161 **Consideration of Estate Management
162 Services Pond/Lakes, Fountain and Catch
163 Basin Management Proposal**

164 Ms. Sanchez presented the Estate Management Services proposal for Pond/Lakes,
165 Fountain and Catch Basin Management. The Fifth and Sixth Orders of Business will be discussed

166 together due to the similar scope of work and to compare the two proposals related to the
167 fountains.

168 Discussion ensued regarding the proposals and comparisons based on scope of work.

169 Ms. Sanchez stated that the CDD currently pays \$25,200 for lake management. It is
170 unclear how this scope of work is different and why the total is approximately \$65,000.

171 Ms. Sanchez stated that the CDD currently pays approximately \$31,000 for Catch Basin
172 Maintenance. Additional information is needed to clarify the scope of work and the total cost to
173 maintain all the CDD's approximately 195 catch basins.

174 Ms. Sanchez stated that more detail regarding the scope of work is needed in order to
175 consider the Pond/Lake Maintenance and Catch Basin Management proposals.

176 Ms. Sanchez stated that the CDD currently pays approximately \$30,000 for fountain
177 maintenance. It was noted that most of the work done on fountains is in addition to monthly
178 maintenance costs.

179 The consensus was to defer consideration of the Pond/Lake Maintenance and Catch Basin
180 Management proposals until further information is received and to limit today's discussion to
181 consideration of the Fountain Maintenance proposals.

182 The Board and Staff discussed the Fountain Maintenance Proposals and noted the
183 following:

- 184 ➤ Allstate Resource Management, Inc. bid \$975 quarterly, for an annual total of \$3,900; or
185 \$425 monthly for an annual total of \$5,100.
- 186 ➤ Allstate currently maintains the fountains.
- 187 ➤ Estate Management Services bid \$1,485 quarterly, for an annual total of \$5,940.
- 188 ➤ The fountains are aging and will require ongoing maintenance and/or replacement.

189 **On MOTION by Mr. DePaul and seconded by Ms. Senior, with all in favor, the**
190 **Allstate Resource Management, Inc. Fountain Maintenance Proposal, in the**
191 **monthly amount of \$425, for an annual total of \$5,100, was approved.**

192
193

194 **SIXTH ORDER OF BUSINESS**

195 **Consideration of Allstate Resource**
196 **Management, Inc. Fountain Maintenance**
197 **Proposal**

198 • **Consideration of Special Service Agreement/Equipment (Fountain Lights Install)**

199 Ms. Sanchez presented the Allstate Resource Management, Inc. Special Service
200 Agreement/Equipment proposal for installing new sets of white LED lights on each fountain. The
201 total cost for all fountains is \$56,595.

202 Mr. Petrick suggested replacing the lights as they go rather than all at once due to the
203 possibility of electrical and pump issues.

204 Mr. Barrett will request a proposal for a complete fountain replacement for consideration
205 at the next meeting.

206 This item was deferred.

207

208 **SEVENTH ORDER OF BUSINESS**

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

218 Ms. Sanchez presented Resolution 2026-01 and read the title. Seats 1 and 2, currently
219 held by Marc DePaul and Benjamin Cunningham, respectively, will be up for election at the
220 November 2026 General Election.

221 Candidates must be a citizen of the United States, at least 18 years of age, a legal resident
222 of Florida, reside within the CDD boundaries and be a registered voter in Palm Beach County. The
223 candidate qualifying period is noon, June 8, 2026 to noon, June 12, 2026.

224 **On MOTION by Mr. Cunningham and seconded by Mr. Sanon, with all in favor,**
225 **Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes, and**
226 **Requesting that the Palm Beach County Supervisor of Elections Conduct the**
227 **District's General Elections; Providing for Compensation; Setting for the Terms**
228 **of Office; Authorizing Notice of the Qualifying Period; and Providing for**
229 **Severability and an Effective Date, was adopted.**

230

231

232 **EIGHTH ORDER OF BUSINESS**

Ratification Items

233

234 **A. Ibero Property Management Corp**

235 **I. Agreement for Erosion Repair Services**

236 **II. Tree Removal Proposal**

237 **On MOTION by Mr. DePaul and seconded by Ms. Senior, with all in favor, the**
238 **Ibero Property Management Corp Agreement for Erosion Repair Services, in the**
239 **amount of \$9,850, and the Ibero Property Management Corp Tree Removal**
240 **Proposal, in the amount of \$7,500, were ratified.**

241

242

243 **NINTH ORDER OF BUSINESS**

244 **Acceptance of Unaudited Financial**
245 **Statements as of September 30, 2025**

246 Ms. Sanchez discussed the addition of the "Catch basin maint." and "Barrier wall painting"
247 line items which reflect N/A under the % of Budget column for coding purposes.

248 **On MOTION by Mr. Cunningham and seconded by Mr. Sanon, with all in favor,**
249 **the Unaudited Financial Statements as of September 30, 2025, were accepted.**

250

251

252 **TENTH ORDER OF BUSINESS**

253 **Approval of September 11, 2025 Public**
254 **Hearings and Regular Meeting Minutes**

255 **On MOTION by Mr. Cunningham and seconded by Mr. Sanon, with all in favor,**
256 **the September 11, 2025 Public Hearings and Regular Meeting Minutes, as**
257 **presented, were approved.**

258

259

260 **ELEVENTH ORDER OF BUSINESS**

261 **Staff Reports**

262 **A. District Counsel: Kutak Rock LLP**

263 There was no report.

264 **B. District Engineer: Craig A. Smith & Associates**

265 Mr. Caruso stated that, since the last meeting, AWC and Florida performed quarterly
266 inspections. AWC did not find any glitch; he suggested the internet provider might be the
267 problem.

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

269 There was no report.

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

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

- 272 ○ **QUORUM CHECK**

273 The next meeting will be held on December 8, 2025, unless canceled.

274

275 TWELFTH ORDER OF BUSINESS Supervisors' Requests

276

277 Mr. Petrick asked the Board to consider scheduling a Workshop before the next election
278 to discuss the contracts, how contractors and Staff were engaged, and to review the Board's
279 authority.

280 The consensus was to schedule a Workshop on February 9, 2026 at 5:00 p.m., before the
281 Regular meeting.

282 Ms. Rigoni suggested general procurement rules be reviewed. She will forward same and
283 the contract overview to Ms. Sanchez and participate via Zoom, per the Chair's request.

284

285 THIRTEENTH ORDER OF BUSINESS Public Comments

286

287 Discussion ensued regarding whether there is a need to remove and replace flowers. A
288 proposal will be presented at the next meeting.

289

290 **FOURTEENTH ORDER OF BUSINESS** Adjournment

291

On MOTION by Mr. Petrick and seconded by Mr. DePaul, with all in favor, the meeting adjourned at 7:24 p.m.

294

295

296

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS B**



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MEMO

TO: **Jamie Sanchez, Hamal CDD District Manager**

FROM: **Al Caruso, CAS**

DATE: **December 3, 2025**

RE: **Hamal CDD Stormwater Pump Station Maintenance Inspection**

Coastal Commercial Services (CCS) performed an on-site maintenance inspection of the Hamal CDD stormwater pump station on October 31, 2025. Craig A. Smith & Associates has reviewed the inspection report and has included CCS documents and recommendations in this memo.

The on-site inspection is specific to the District's submerged stormwater duplex pump station located at the northern portion of the District. The testing of the two pumps and motors was in conjunction with and the interaction between the pump floats, the control panels, the emergency alarms, the back-up generator and all electrical components. Work also included the exercising and testing of all valves

Based on the findings of the quarterly inspection, Coastal Commercial Services recommends maintenance improvements under two proposals. The first proposal (Estimate 19249257, dated November 17, 2025) is based on the testing of the pumps and motors. After performing a load test on the pumps, it was discovered that there are elevated amps drawing from pump No. 1. Both stormwater pumps are from the original installation in 1994.

The proposal includes the removal and replacement of existing pump and motor No. 1, pump alignment, restoration of electrical service, and testing. Functional testing includes checking for leaks and vibrations, verifying flow levels and responsiveness, and confirming that all devices, sensors and monitors are performing properly. The total cost of Proposal No. 1, including a one year/ 3,000-hour warranty, is \$68,903.76.

The second proposal (Estimate 19250008, dated November 17, 2025) is to repair deficiencies to the pressurized hatch and float switch junction box. The work includes

sealing, re-pressurizing and testing the hatch, replacing and rewiring the damaged float switch and restoring the electrical and control system services. The total cost of Proposal No. 2, including a limited one-year warranty, is \$3,538.20.

In the Preventative Maintenance Report, CCS has requested a site meeting with the HMI controls vendor (AWC Inc.) to discuss the programming of the floats and sensors and the interaction between the alarms and the control panels. CAS has reached out to AWC Inc. to coordinate with CCS regarding the next inspection scheduled in January 2026. Once the issues are addressed CCS will perform thermal imaging on the system to check for overheating components, electrical faults and leaks.

CAS recommends that both proposals from Coastal Commercial Services be approved. Both stormwater pumps date to the initial installation of the pump station in 1994. The average lifespan of submerged pumps, with proper maintenance, is between 20- to 25-years. The current pumps and motors have been in use for 31-years. Since both pumps have had the same number of years of service the District needs to be aware that the second pump and motor are operating beyond its life expectancy and will require replacement in the near future.



(772) 341-0094 
info@coastalcommercialservice.com 
1 SE Ocean Blvd, Stuart, FL 34994 

Preventative Maintenance Report

Equipment: Duplex Storm Water Pumping System

Date: October 31, 2025

Visit: 1 of 4

Scope of Work:

- Perform Functional testing for all normal operations of pumping system including but not limited to, all 4 float switches, all control panels, both pumps, alarms, backup generator switchover, electrical junction boxes and all electrical equipment.
- Perform amp load test on pump motors to test motor health.
- Test incoming power supply, test high and low voltage systems. Examine visible electrical infrastructure for any deficiencies. Perform minor diagnostic if deficiencies are found.
- Scan generator, electrical panels, pump motors if accessible, and any other electrical equipment with a thermal camera to check for hot spots or pending failures.
- Clean any debris from sensor well and pump pit.
- Exercise and test all valves and check valves.
- Test for proper on and off levels for each pump.
- Lubricate any accessible equipment needing lubrication.
- Update system log book with pertinent information.

Notes and Recordings:

Pump 1

VOLTS:

- L1-L2: 489
- L2-L3: 487
- L1-L3: 487

AMPS:

- L1: 31.0
- L2: 32.0
- L3: 30.9

HOURS: 6,247.56

HMI MINUTES: 4,364

NOTES:

- Amps on this pump seem to be elevated in comparison to other pump (pump 2).

Pump 2

VOLTS:

- L1-L2: 490
- L2-L3: 486
- L1-L3: 467

AMPS:

- L1: 25.4
- L2: 24.7
- L3: 25.1

HOURS: 2,070.36

HMI MINUTES: 14,262

NOTES:

- No apparent deficiencies.

Supply

VOLTS:

- L1: 493
- L2: 490
- L3: 490

NOTES:

- System checked and maintenance completed.
- Informed we are not doing maintenance services on the smart HMI system.
- Try to set up the next maintenance at the same time as the controls company to get a better understanding at how the system functions and is integrated.
- All is good except the elevated amp draw on Pump 1.
- Worthy to note that pumps seem to be original from 1994.

- System seems to operate off only the lowest float and seems to be bypassing the smart hydro-sonic sensor system. Spoke with an electrical company that claims to have installed or worked on the system at install, and they confirmed this does not seem to be proper. We could not verify this due to not meeting out there with the controls company. We will need to arrange the next service to meet at the same time and try to verify.

Recommendations:

Replacement or service of Pump 1 motor in the near future due to elevated amp draw and age.

Parts Installed:

NONE



Coastal Commercial Services
1 SE Ocean Blvd, Stuart, Florida 34994 United States
(772) 341-0094

Estimate 19249257
Estimate Date 11/17/2025

Billing Address

Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431 USA

Job Address

Hamal CDD Briar Bay pump station
3400 Celebration Boulevard
West Palm Beach, FL 33411 USA

Description of Work

Proposal for Replacement of 30HP Retention Pond Level Control Pump

Overview:

This proposal covers the removal and replacement of the existing 30HP pump serving the retention pond level control station. While the current pump is still operational, it has accumulated excessive operating hours and is exhibiting elevated amp readings, which may reduce reliability and increase the risk of failure. Our professional recommendation is to proactively replace the pump with a new unit, using a gantry and hoisting system to safely lower the pump into the pit and ensure continued dependable operation of the system.

Scope of Work:

Pre-Work Preparation

- Verify all isolation points, confirm electrical service shutoff, and ensure system is drained or bypassed as required.
- Review pump pit and surrounding structures to plan the installation, including gantry setup and hoisting path.
- Prepare all necessities in work area prior to removal.

Removal of Existing Pump

- Set up gantry and hoisting system to safely extract the existing pump from the pit.
- Disconnect pump retaining equipment, electrical connections, and any instrumentation as required.
- Slide the pump out of its casing and lift it using the hoist, ensuring no damage to pit walls or piping.
- Inspect pump casing, piping, and mounting points for wear or damage and clean as necessary.

Installation of New Pump

- Lower the new 30HP pump into the pump pit using the gantry and hoisting system.
- Align and seat the pump properly in the casing according to manufacturer specifications.
- Reconnect pump retention devices, electrical connections, and instrumentation.
- Install any required gaskets, bolts, or hardware from standard stock to ensure secure installation.

System Start-Up and Testing

- Restore electrical service and system utilities.
- Perform functional testing of the new pump, verifying proper operation, flow rate, and discharge performance.
- Check for leaks, vibrations, or alignment issues, and adjust as necessary.
- Confirm integration with the retention pond level control station for proper automatic operation.

Post-Work Verification

- Test pump under normal operating conditions to verify flow, level control, and responsiveness.
- Confirm all safety devices, sensors, and control interlocks are functioning properly.
- Provide a summary of installation details and startup results to the client, and clean up work area prior to departure.

NOTE: This installation comes with a factory-provided 1 year/3,000 hour warranty on the pump device itself.

Proposal Disclaimer:

This estimate includes only the scope of work and materials explicitly outlined above. Any additional work, repairs, or unforeseen conditions not listed in this estimate are not included in the quoted price. Should any additional issues be identified during the course of work that require attention, a separate proposal will be provided for those items. No additional work will be performed without prior approval from the client. This estimate also excludes any permitting fees or engineered plans, if applicable.

Cost Breakdown:

Labor: \$2,560.00

Materials and Freight: \$61,428.75

Equipment Surcharge: \$450.00

Drive Time: \$165.00

Sub Total	\$64,603.75
Taxes	\$4,300.01
Deposit/Downpayment	\$0.00
Total Due	\$68,903.76

Thank you for choosing Coastal Commercial Services!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. A deposit of 50% is required for all work over \$4,000.00. The summary above is furnished by Coastal Commercial Service as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. Payment is due upon receipt.

All credit card payments over \$2000.00 will have an added convenience fee of 3%. Customer agrees to pay all costs of collection involving attorney fees. Customer is responsible for any charges from the bank due to checks that will not clear. Unpaid balances and late payments are subject to a late fee of 5%. Unpaid balances over 30 days from completion are subject to an additional 1.5% finance charge compounded monthly. (18% annum)

Print Name

Authorization Signature

Business Title

Date

STANDARD TERMS AND CONDITIONS

This document constitutes the Standard Terms and Conditions ("Standard Terms and Conditions") governing the provision of services by COASTAL COMMERCIAL SERVICES, INC. (the "Company"). Your acceptance of our proposal indicates your acceptance of the Standard Terms and Conditions. (the "Customer").

SECTION 1. SCOPE OF AGREEMENT

1.1 The acceptance of our proposal, Standard Terms and Conditions, together with any special conditions, drawings, specifications, represents the entire and integrated agreement between Customer and the Company ("Agreement") and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument offered by the Company and accepted by the Customer.

SECTION 2. SCOPE OF SERVICES.

2.1 The Company agrees to undertake certain plumbing and/or other mechanical services in accordance with the detailed specifications set forth in its written proposal. (the "Work").
2.2 Any additional services requested beyond the scope of the Work shall be considered supplemental and subject to additional charges. The Customer will be informed of these charges and must provide consent before such services are undertaken by the Company.

SECTION 3. RESPONSIBILITIES.

3.1 The Company has the responsibility for the Work described in accordance with the Scope of Services. The Work is to be performed in accordance with local accepted standards of care. The term "Company" as used herein includes all of Company's, affiliate companies, agents, officers, managers, professional staff, employees and subcontractors.
3.2 The Customer or a duly authorized representative is responsible for providing the Company with a clear understanding of the project nature and scope.
3.3 The Customer shall supply the Company with sufficient and adequate information, including, to extent applicable and reasonable, drawings, designs, maps, site plans, reports, surveys, to allow the Company to properly complete the specified services. The Customer shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the Work.
3.4 The Customer acknowledges that the Company's responsibilities in providing the Work described under the Scope of Services section is limited to those services described therein, and the Customer hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the services so described, unless otherwise agreed upon by the parties.
3.6 The Company shall not be responsible for any fraudulent or negligent representations of Customer as to project progress or location, and Customer agrees to hold the Company harmless and indemnify the Company for any and all fees and costs incurred as a result of fraudulent or negligent misrepresentation by Customer.
3.7 PURSUANT TO FLORIDA STATUTE §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF THE COMPANY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 4. LIMITED WARRANTY

4.1 The Company warrants its materials and workmanship to be free from defects for one year after performance unless otherwise specified in writing. The warranty expressly excludes coverage for faults arising from misuse, negligence, or damage resulting from acts of nature, including, but not limited to, earthquakes. Additionally, the warranty does not cover damages resulting from failure to adhere to recommended maintenance procedures, modifications or alterations made to the product by parties other than Company. Any such damages shall render the warranty null and void. There is no warranty on drain cleaning. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede the Company's warranty. This warranty is the only warranty by the Company to CUSTOMER, and is in lieu of all other warranties, expressed or implied.

4.2 TO THE MAXIMUM EXTENT ALLOWED BY LAW THE COMPANY MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4 The Company advises the Customer to remove and protect any personal property inside and out of the real property having services performed on or is otherwise near said work site. The Company shall not be responsible for said items, personal property, fixtures, or improvements. Nor shall the Company be responsible for the natural consequences of the Company's work which may cause damage to improvements to real property including but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, landscaping, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets, or appurtenances to the real property.

5. UNFORESEEN CONDITIONS

5.1 The Customer represents that, except for what is described in the request service, all plumbing, heating, and air conditioning work, the Customer agrees to hold Company harmless, for the following unforeseen conditions:

5.1.1 If conditions and/or circumstances are encountered at the project site, which are concealed physical conditions, or unknown physical conditions, which differ materially from that which is visually ascertained, the Customer agrees to accept responsibility for such conditions and those circumstances outside the control of the Company and further agrees to pay for any labor or materials, including repair to damaged equipment of the Company and other plumbing caused by such conditions and/or circumstances. These unforeseen conditions may include but are not limited to: (1) the existence of improper or faulty plumbing, (2) rusted or defective pipes, (3) acids in the drain system, (4) lines that are settled and broken, (5) existing illegal conditions, (6) defective roofing, (7) improperly charged systems, (8) faulty air movement, (9) electrical defects, (10) insufficient or faulty electrical, or (11) improper voltage by power. Said list is not exhaustive nor fully encompassing.

5.1.2 No information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the Customer's property and the Company has not conducted any investigation in connection herewith. In the event asbestos or other hazardous materials or substances are found to exist on the Customer's property or if, in order to obtain a building permit for the work to be performed by the Company as set forth herein, any remediation action or work, including investigation, is required to be performed on the Customer's property concerning asbestos or other hazardous materials or substances, all work by the Company will cease until such time as the Customer has, at Customer's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.

5.1.3 It is the intent of this provision to make the Customer responsible (1) for all unforeseen or concealed conditions not able to be visibly ascertained; and (2) for that which the Company cannot reasonably control. Accordingly, the Customer further agrees to hold the Company harmless and shall indemnify and defend and all its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, consequential damages, arising out of or as a result from the performance of work involving, affecting, or relating to such unforeseen or concealed conditions.

5.1.4 The Company shall not be liable for water or other damage relating from any defect or delay in responding to said warranty. The Customer must take reasonable steps to mitigate damages.

SECTION 6. HYDROJETTING DISCLAIMER AND WARNING

6.1 Hydro jetter(s) operate under high pressure for cleaning purposes and occasionally expose damaged or corroded piping in the process of cleaning. By signing this proposal for cleaning the Customer agrees to hold the Company harmless in the event of damage to the piping is uncovered and exposed from the cleaning. Piping in good condition can withstand the pressures of cleaning but rotted or damaged piping may get further damaged.

SECTION 7. RECOMMENDATIONS NOT PERFORMED

7.1 If suggested recommendation/options are not chosen by the Customer and a failure is experienced, the Company shall be held harmless.

7.2 Any drain cleaning cable which becomes stuck in the line is the responsibility of the Customer for removal and/or additional repairs. If a sewage spill occurs, including one deemed hazardous material, the cost of clean-up is the responsibility of the Customer.

SECTION 8. PAYMENT

8.1 The Customer agrees to remunerate the Company, for all services rendered in accordance with the rates specified in the accompanying proposal or agreed upon in writing.
8.2 Payment for services shall be due upon completion of the project, unless otherwise stipulated in writing.
8.3 Invoices shall be submitted by the Company upon completion of the project. The Customer agrees to make payment upon receipt of the invoice.
8.4 All credit cards over \$2000.00 will have an added convenience fee of 3%.
8.5 Unpaid balances and late payments are subject to a late fee of 5%.
8.6 Late payments shall incur interest at a rate of one and half percent (1.5%) per month, compounded monthly, from the due date until the outstanding balance is settled in full.
8.7 In the event of non-payment, the Company reserves the right to suspend work on the project until all outstanding payments are received.
8.8 The Customer shall be responsible for any and all costs incurred by the Company in the collection of overdue payments, including but not limited to attorney fees and court costs.
8.9 All payments shall be made in United States currency, unless otherwise agreed upon in writing.
8.10 The Customer acknowledges that failure to remit payment in accordance with these terms may result in the imposition of late fees and suspension of services until payment is received.
8.11 The Customer shall not withhold payment or set off any amount due to the Company against any claim by the Customer against the Company.
8.12 All payments shall be made to the Company's designated bank account or as otherwise directed by the Company in writing.

8.13 No deduction shall be made from payments due COASTAL COMMERCIAL SERVICES, INC. on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to other contractors or on account of the cost of changes or defects in the work. Furthermore, the Customer agrees and recognizes that payment for services rendered by COASTAL COMMERCIAL SERVICES, INC. when due is an express condition precedent to COASTAL COMMERCIAL SERVICES, INC. continuing work as herein described in this Agreement. The Customer recognizes that the failure to pay for services when due shall entitle COASTAL COMMERCIAL SERVICES, INC. to terminate work immediately. In the event that COASTAL COMMERCIAL SERVICES, INC. terminates work for non-payment as herein described, COASTAL COMMERCIAL SERVICES, INC. shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law.

SECTION 9. LICENSE, PERMITS, FEES

9.1 The Customer shall furnish and pay for, at the Customer's own expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with this Agreement. Access to the property for an agent of the administration authority must be provided within a reasonable time. Should reasonable access not be provided, it may result in additional charges to the Customer.

9.2 If at any time the administrative authority asks for additional work not related to our original contract, that work is the responsibility of the Customer. The Company will provide an additional quotation for that work.

9.3 All notices related to work performed by COASTAL COMMERCIAL SERVICES, INC. which are sent to the property owner must be forwarded to COASTAL COMMERCIAL SERVICES, INC. 3900 NW 49th St Tamarac, FL 33309, with a copy to Kerr Law Group, Attn: Russell A. Kerr, Esq., 1025 W Indiantown Road, Suite 102, Jupiter, FL 33458.

SECTION 10. CHANGE ORDERS.

10.1 The Customer may make changes to the scope of the work from time to time during the term of this work. However, any such change or modification shall only be made in a written "Change Order" which is to be signed and dated by both parties (CUSTOMER and COASTAL COMMERCIAL SERVICES, INC.). Such Change Orders shall become part of the agreement. CUSTOMER agrees to pay any increase in the cost of the construction work as a result of any written, dated, and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, COASTAL COMMERCIAL SERVICES, INC. shall estimate the cost thereof and Customer shall pay the actual cost whether or not this cost is in excess of the estimated cost.

SECTION 11. INDEMNIFICATION

11.1 The Customer shall indemnify, defend, and hold harmless the Company, its officers, directors, managers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with:

- i. Any breach of this Agreement by the Customer;
- ii. Any negligence or willful misconduct of the Customer, its employees, agents, or subcontractors;
- iii. Any violation of applicable laws or regulations by the Customer.

11.2 The obligations of the Customer under this provision shall survive the termination or expiration of this Agreement.

SECTION 12. LIMITATION OF LIABILITY

12.1 The Company's liability for any claim, including but not limited to claims for damages, losses, or expenses arising from the provision of its services, shall be limited to the total fees paid by the Client to the Company for the specific services rendered giving rise to such claim.

12.2 The Company shall not be liable for any consequential, incidental, or punitive damages arising from the provision of its services.

12.3 The limitations of liability set forth herein shall apply regardless of the form of action, whether in contract, tort, or otherwise, and shall survive the termination or expiration of this agreement.

12.4 The Company hereby disclaims all damages in connection with CPVC (chlorinated poly vinyl chloride) pipes in the plumbing and/or mechanical services provided pursuant to this Agreement. Under no circumstances shall the Company be held liable for any leaks or failures in CPVC systems, irrespective of their status as new installations or pre-existing structures. Customers have been duly informed and acknowledge the inherent risks associated with CPVC pipes, recognizing its propensity for failure. By proceeding with the contracted services, and installation of CPVC pipes, the Customer acknowledges and accepts this risk, and further agrees to hold the Company harmless for all damages arising out of or related to CPVC pipes.

12.5 CUSTOMER AGREES THAT COASTAL COMMERCIAL SERVICES INC'S TOTAL LIABILITY TO THE OWNER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE ITS WORK OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, COASTAL COMMERCIAL SERVICES INC'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, SHALL NOT THE TOTAL AMOUNT PAID BY THE CUSTOMER TO COASTAL COMMERCIAL SERVICES, INC UNDER THE AGREEMENT. IN NO EVENT SHALL COASTAL COMMERCIAL SERVICES, INC BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LOST PROFITS, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY.

SECTION 13. IN CASE OF DISPUTE

13.1 Procedure. In the event of any dispute between the Company and the Customer arising out of or relating to this agreement, including any breach thereof, the parties agree to first attempt to resolve the dispute promptly through mediation, to be administered by a mutually agreed-upon mediator. If mediation is unsuccessful in resolving the dispute within thirty (30) days, the parties agree to submit the dispute to binding arbitration in accordance with the rules of American Arbitration Association. The arbitration shall take place in Fort Lauderdale, Florida and shall be conducted by a single arbitrator appointed in accordance with the said rules. The decision of the arbitrator shall be final and binding upon both parties.

13.2 Termination of Work. Should a dispute arise between the Company and the Customer, the Customer acknowledges that the Company reserves the right to terminate the work described herein. In such an event, the Company shall be entitled to payment for all services rendered, including the cost of all labor, materials, reasonable profit, and overhead incurred up to the date of termination.

13.3 Continuing Obligations. Termination of work due to dispute shall not relieve either party of any obligations accrued or incurred prior to such termination, nor shall it prejudice any rights or remedies that either party may have against the other.

13.4 **WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN AN ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY DISPUTE RESOLUTION PROCEEDINGS.**

SECTION 14. NOTICE OF DEFECTIVE WORK

14.1 Upon completion of the work, the Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials. The Customer agrees to notify the Company within 48 hours of completion of the work described in of all defective work, if any. The Customer agrees that upon discovery of any allegedly defective work, the Customer shall immediately call the Company who shall have the first opportunity to repair the alleged defective work. The failure to allow the Company, the first opportunity to repair the alleged defective work shall void all warranties, express and implied henceforth. The Customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. The Company is not responsible for reimbursement for work performed by any other company or individual.

14.2 The Company will not perform any other work or trade other than that which is specified herein, including, but not limited to, carpentry, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless otherwise stated; paint, plaster, stucco, and landscaping are not included in the up-front price and are the responsibility of the Customer.

SECTION 15. FORCE MAJEURE.

15.1 Failure of the Company to comply with this Agreement (or portions thereof) when due, if occasioned in whole or in part by act of God or the public enemy, pandemic, fire, explosion, perils of the sea, flood, drought, war, riots, pandemic, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, or any occurrence, act, cause or thing beyond the control of the Company, shall excuse any such failure on the part of the Company and the Company shall have no obligation or liability whatsoever arising out of or in connection with any such failure.

SECTION 16. COLLECTION COSTS AND CONSTRUCTION LIEN

16.1 The Customer agrees that they shall pay all expenses incurred by the Company for the collection of any delinquent accounts including, but not limited to: all attorney's fees, filing fees and costs. The Customer agrees to pay collection fees, reasonable attorney's fees and court costs in the event of legal action.

16.2 Pursuant to FLORIDA STATUTE §713.015 and this agreement, the Company has a right to claim, record and enforce a lien on your property for any unpaid balance on your account, including reasonable attorney fees and costs of collection.

SECTION 17. SEVERABILITY.

17.1 Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 18. ASSIGNMENT

18.1 The Company reserves the right to assign, delegate, or transfer its duties, rights, or interests under this Agreement to a third party without the prior written consent of the Customer. However, such assignment shall not relieve the Company of its obligations under this Agreement unless otherwise agreed upon in writing by the Customer.

18.2 The Customer may not delegate, assign, or transfer its duties or obligations under this Agreement without the prior written consent of the Company. Any attempted assignment in contravention of this provision shall be null and void.

18.3 Any permitted assignment under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 19. GOVERNING LAW AND SURVIVAL

19.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

19.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 20. INTEGRATION CLAUSE

20.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

20.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.



Coastal Commercial Services
1 SE Ocean Blvd, Stuart, Florida 34994 United
States
(772) 341-0094

Estimate 19250008
Estimate Date 11/17/2025

Billing Address

Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431 USA

Job Address

Hamal CDD Briar Bay pump station
3400 Celebration Boulevard
West Palm Beach, FL 33411 USA

Description of Work

Proposal for Service of Pressurized Hatch and Replacement of Float Switch Junction Box

Overview:

This proposal covers the maintenance of a pressurized hatch, including the installation of a service and seal kit, and the replacement of a broken float switch junction box with a new weather-tight PVC enclosure. Proper maintenance and replacement are recommended to ensure continued safe operation, prevent leaks, and maintain reliable control system performance.

Scope of Work:

Pre-Work Preparation

- Verify all isolation points and confirm electrical and system shutoff.
- Review hatch access and float switch location to plan for safe service and replacement.
- Prepare surrounding equipment, surfaces, and work areas prior to service.

Service of Pressurized Hatch

- Remove hatch cover and safely depressurize the unit if required.
- Inspect sealing surfaces, gaskets, and components for wear or damage.
- Install service and seal kit per manufacturer specifications.
- Reassemble hatch and verify proper sealing and operation.

Replacement of Broken Float Switch Junction Box

- Remove existing broken junction box and disconnect float switch wiring.
- Install new weather-tight PVC junction box in the same location.
- Reconnect float switch wiring to the new junction box, ensuring secure and watertight connections.
- Verify proper operation of float switch and associated control signals.

System Start-Up and Testing

- Restore electrical and system services.
- Test pressurized hatch for proper sealing and functionality.
- Confirm correct operation of float switch and level control system.

Post-Work Verification

- Confirm that all safety devices, sensors, and controls are functioning properly.
- Provide a summary of maintenance and installation results to the client, and clean up work area prior to departure.

Proposal Disclaimer:

This estimate includes only the scope of work and materials explicitly outlined above. Any additional work, repairs, or unforeseen conditions not listed in this estimate are not included in the quoted price. Should any additional issues be identified during the course of work that require attention, a separate proposal will be provided for those items. No additional work will be performed without prior approval from the client. This estimate also excludes any permitting fees or engineered plans, if applicable.

Sub Total	\$3,485.00
Taxes	\$53.20
Deposit/Downpayment	\$0.00
Total Due	\$3,538.20

Thank you for choosing Coastal Commercial Services!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. A deposit of 50% is required for all work over \$4,000.00. The summary above is furnished by Coastal Commercial Service as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. Payment is due upon receipt.

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Print Name

Authorization Signature

Business Title

Date

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3.2 The Customer or a duly authorized representative is responsible for providing the Company with a clear understanding of the project nature and scope.
3.3 The Customer shall supply the Company with sufficient and adequate information, including, to extent applicable and reasonable, drawings, designs, maps, site plans, reports, surveys, to allow the Company to properly complete the specified services. The Customer shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the Work.
3.4 The Customer acknowledges that the Company's responsibilities in providing the Work described under the Scope of Services section is limited to those services described therein, and the Customer hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the services so described, unless otherwise agreed upon by the parties.
3.6 The Company shall not be responsible for any fraudulent or negligent representations of Customer as to project progress or location, and Customer agrees to hold the Company harmless and indemnify the Company for any and all fees and costs incurred as a result of fraudulent or negligent misrepresentation by Customer.
3.7 PURSUANT TO FLORIDA STATUTE §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF THE COMPANY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 4. LIMITED WARRANTY

4.1 The Company warrants its materials and workmanship to be free from defects for one year after performance unless otherwise specified in writing. The warranty expressly excludes coverage for faults arising from misuse, negligence, or damage resulting from acts of nature, including, but not limited to, earthquakes. Additionally, the warranty does not cover damages resulting from failure to adhere to recommended maintenance procedures, modifications or alterations made to the product by parties other than Company. Any such damages shall render the warranty null and void. There is no warranty on drain cleaning. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede the Company's warranty. This warranty is the only warranty by the Company to CUSTOMER, and is in lieu of all other warranties, expressed or implied.

4.2 TO THE MAXIMUM EXTENT ALLOWED BY LAW THE COMPANY MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4 The Company advises the Customer to remove and protect any personal property inside and out of the real property having services performed on or is otherwise near said work site. The Company shall not be responsible for said items, personal property, fixtures, or improvements. Nor shall the Company be responsible for the natural consequences of the Company's work which may cause damage to improvements to real property including but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, landscaping, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets, or appurtenances to the real property.

5. UNFORESEEN CONDITIONS

5.1 The Customer represents that, except for what is described in the request service, all plumbing, heating, and air conditioning work, the Customer agrees to hold Company harmless, for the following unforeseen conditions:

5.1.1 If conditions and/or circumstances are encountered at the project site, which are concealed physical conditions, or unknown physical conditions, which differ materially from that which is visually ascertained, the Customer agrees to accept responsibility for such conditions and those circumstances outside the control of the Company and further agrees to pay for any labor or materials, including repair to damaged equipment of the Company and other plumbing caused by such conditions and/or circumstances. These unforeseen conditions may include but are not limited to: (1) the existence of improper or faulty plumbing, (2) rusted or defective pipes, (3) acids in the drain system, (4) lines that are settled and broken, (5) existing illegal conditions, (6) defective roofing, (7) improperly charged systems, (8) faulty air movement, (9) electrical defects, (10) insufficient or faulty electrical, or (11) improper voltage by power. Said list is not exhaustive nor fully encompassing.

5.1.2 No information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the Customer's property and the Company has not conducted any investigation in connection herewith. In the event asbestos or other hazardous materials or substances are found to exist on the Customer's property or if, in order to obtain a building permit for the work to be performed by the Company as set forth herein, any remediation action or work, including investigation, is required to be performed on the Customer's property concerning asbestos or other hazardous materials or substances, all work by the Company will cease until such time as the Customer has, at Customer's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.

5.1.3 It is the intent of this provision to make the Customer responsible (1) for all unforeseen or concealed conditions not able to be visibly ascertained; and (2) for that which the Company cannot reasonably control. Accordingly, the Customer further agrees to hold the Company harmless and shall indemnify and defend and all its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, consequential damages, arising out of or as a result from the performance of work involving, affecting, or relating to such unforeseen or concealed conditions.

5.1.4 The Company shall not be liable for water or other damage relating from any defect or delay in responding to said warranty. The Customer must take reasonable steps to mitigate damages.

SECTION 6. HYDROJETTING DISCLAIMER AND WARNING

6.1 Hydro jetter(s) operate under high pressure for cleaning purposes and occasionally expose damaged or corroded piping in the process of cleaning. By signing this proposal for cleaning the Customer agrees to hold the Company harmless in the event of damage to the piping is uncovered and exposed from the cleaning. Piping in good condition can withstand the pressures of cleaning but rotted or damaged piping may get further damaged.

SECTION 7. RECOMMENDATIONS NOT PERFORMED

7.1 If suggested recommendation/options are not chosen by the Customer and a failure is experienced, the Company shall be held harmless.

7.2 Any drain cleaning cable which becomes stuck in the line is the responsibility of the Customer for removal and/or additional repairs. If a sewage spill occurs, including one deemed hazardous material, the cost of clean-up is the responsibility of the Customer.

SECTION 8. PAYMENT

8.1 The Customer agrees to remunerate the Company, for all services rendered in accordance with the rates specified in the accompanying proposal or agreed upon in writing.
8.2 Payment for services shall be due upon completion of the project, unless otherwise stipulated in writing.
8.3 Invoices shall be submitted by the Company upon completion of the project. The Customer agrees to make payment upon receipt of the invoice.
8.4 All credit cards over \$2000.00 will have an added convenience fee of 3%.
8.5 Unpaid balances and late payments are subject to a late fee of 5%.
8.6 Late payments shall incur interest at a rate of one and half percent (1.5%) per month, compounded monthly, from the due date until the outstanding balance is settled in full.
8.7 In the event of non-payment, the Company reserves the right to suspend work on the project until all outstanding payments are received.
8.8 The Customer shall be responsible for any and all costs incurred by the Company in the collection of overdue payments, including but not limited to attorney fees and court costs.
8.9 All payments shall be made in United States currency, unless otherwise agreed upon in writing.
8.10 The Customer acknowledges that failure to remit payment in accordance with these terms may result in the imposition of late fees and suspension of services until payment is received.
8.11 The Customer shall not withhold payment or set off any amount due to the Company against any claim by the Customer against the Company.
8.12 All payments shall be made to the Company's designated bank account or as otherwise directed by the Company in writing.

8.13 No deduction shall be made from payments due COASTAL COMMERCIAL SERVICES, INC. on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to other contractors or on account of the cost of changes or defects in the work. Furthermore, the Customer agrees and recognizes that payment for services rendered by COASTAL COMMERCIAL SERVICES, INC. when due is an express condition precedent to COASTAL COMMERCIAL SERVICES, INC. continuing work as herein described in this Agreement. The Customer recognizes that the failure to pay for services when due shall entitle COASTAL COMMERCIAL SERVICES, INC. to terminate work immediately. In the event that COASTAL COMMERCIAL SERVICES, INC. terminates work for non-payment as herein described, COASTAL COMMERCIAL SERVICES, INC. shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law.

SECTION 9. LICENSE, PERMITS, FEES

9.1 The Customer shall furnish and pay for, at the Customer's own expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with this Agreement. Access to the property for an agent of the administration authority must be provided within a reasonable time. Should reasonable access not be provided, it may result in additional charges to the Customer.

9.2 If at any time the administrative authority asks for additional work not related to our original contract, that work is the responsibility of the Customer. The Company will provide an additional quotation for that work.

9.3 All notices related to work performed by COASTAL COMMERCIAL SERVICES, INC. which are sent to the property owner must be forwarded to COASTAL COMMERCIAL SERVICES, INC. 3900 NW 49th St Tamarac, FL 33309, with a copy to Kerr Law Group, Attn: Russell A. Kerr, Esq., 1025 W Indiantown Road, Suite 102, Jupiter, FL 33458.

SECTION 10. CHANGE ORDERS.

10.1 The Customer may make changes to the scope of the work from time to time during the term of this work. However, any such change or modification shall only be made in a written "Change Order" which is to be signed and dated by both parties (CUSTOMER and COASTAL COMMERCIAL SERVICES, INC.). Such Change Orders shall become part of the agreement. CUSTOMER agrees to pay any increase in the cost of the construction work as a result of any written, dated, and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, COASTAL COMMERCIAL SERVICES, INC. shall estimate the cost thereof and Customer shall pay the actual cost whether or not this cost is in excess of the estimated cost.

SECTION 11. INDEMNIFICATION

11.1 The Customer shall indemnify, defend, and hold harmless the Company, its officers, directors, managers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with:

- i. Any breach of this Agreement by the Customer;
- ii. Any negligence or willful misconduct of the Customer, its employees, agents, or subcontractors;
- iii. Any violation of applicable laws or regulations by the Customer.

11.2 The obligations of the Customer under this provision shall survive the termination or expiration of this Agreement.

SECTION 12. LIMITATION OF LIABILITY

12.1 The Company's liability for any claim, including but not limited to claims for damages, losses, or expenses arising from the provision of its services, shall be limited to the total fees paid by the Client to the Company for the specific services rendered giving rise to such claim.

12.2 The Company shall not be liable for any consequential, incidental, or punitive damages arising from the provision of its services.

12.3 The limitations of liability set forth herein shall apply regardless of the form of action, whether in contract, tort, or otherwise, and shall survive the termination or expiration of this agreement.

12.4 The Company hereby disclaims all damages in connection with CPVC (chlorinated poly vinyl chloride) pipes in the plumbing and/or mechanical services provided pursuant to this Agreement. Under no circumstances shall the Company be held liable for any leaks or failures in CPVC systems, irrespective of their status as new installations or pre-existing structures. Customers have been duly informed and acknowledge the inherent risks associated with CPVC pipes, recognizing its propensity for failure. By proceeding with the contracted services, and installation of CPVC pipes, the Customer acknowledges and accepts this risk, and further agrees to hold the Company harmless for all damages arising out of or related to CPVC pipes.

12.5 CUSTOMER AGREES THAT COASTAL COMMERCIAL SERVICES INC'S TOTAL LIABILITY TO THE OWNER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE ITS WORK OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, COASTAL COMMERCIAL SERVICES INC'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, SHALL NOT THE TOTAL AMOUNT PAID BY THE CUSTOMER TO COASTAL COMMERCIAL SERVICES, INC UNDER THE AGREEMENT. IN NO EVENT SHALL COASTAL COMMERCIAL SERVICES, INC BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LOST PROFITS, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY.

SECTION 13. IN CASE OF DISPUTE

13.1 Procedure. In the event of any dispute between the Company and the Customer arising out of or relating to this agreement, including any breach thereof, the parties agree to first attempt to resolve the dispute promptly through mediation, to be administered by a mutually agreed-upon mediator. If mediation is unsuccessful in resolving the dispute within thirty (30) days, the parties agree to submit the dispute to binding arbitration in accordance with the rules of American Arbitration Association. The arbitration shall take place in Fort Lauderdale, Florida and shall be conducted by a single arbitrator appointed in accordance with the said rules. The decision of the arbitrator shall be final and binding upon both parties.

13.2 Termination of Work. Should a dispute arise between the Company and the Customer, the Customer acknowledges that the Company reserves the right to terminate the work described herein. In such an event, the Company shall be entitled to payment for all services rendered, including the cost of all labor, materials, reasonable profit, and overhead incurred up to the date of termination.

13.3 Continuing Obligations. Termination of work due to dispute shall not relieve either party of any obligations accrued or incurred prior to such termination, nor shall it prejudice any rights or remedies that either party may have against the other.

13.4 **WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN AN ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY DISPUTE RESOLUTION PROCEEDINGS.**

SECTION 14. NOTICE OF DEFECTIVE WORK

14.1 Upon completion of the work, the Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials. The Customer agrees to notify the Company within 48 hours of completion of the work described in of all defective work, if any. The Customer agrees that upon discovery of any allegedly defective work, the Customer shall immediately call the Company who shall have the first opportunity to repair the alleged defective work. The failure to allow the Company, the first opportunity to repair the alleged defective work shall void all warranties, express and implied henceforth. The Customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. The Company is not responsible for reimbursement for work performed by any other company or individual.

14.2 The Company will not perform any other work or trade other than that which is specified herein, including, but not limited to, carpentry, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless otherwise stated; paint, plaster, stucco, and landscaping are not included in the up-front price and are the responsibility of the Customer.

SECTION 15. FORCE MAJEURE.

15.1 Failure of the Company to comply with this Agreement (or portions thereof) when due, if occasioned in whole or in part by act of God or the public enemy, pandemic, fire, explosion, perils of the sea, flood, drought, war, riots, pandemic, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, or any occurrence, act, cause or thing beyond the control of the Company, shall excuse any such failure on the part of the Company and the Company shall have no obligation or liability whatsoever arising out of or in connection with any such failure.

SECTION 16. COLLECTION COSTS AND CONSTRUCTION LIEN

16.1 The Customer agrees that they shall pay all expenses incurred by the Company for the collection of any delinquent accounts including, but not limited to: all attorney's fees, filing fees and costs. The Customer agrees to pay collection fees, reasonable attorney's fees and court costs in the event of legal action.

16.2 Pursuant to FLORIDA STATUTE §713.015 and this agreement, the Company has a right to claim, record and enforce a lien on your property for any unpaid balance on your account, including reasonable attorney fees and costs of collection.

SECTION 17. SEVERABILITY.

17.1 Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 18. ASSIGNMENT

18.1 The Company reserves the right to assign, delegate, or transfer its duties, rights, or interests under this Agreement to a third party without the prior written consent of the Customer. However, such assignment shall not relieve the Company of its obligations under this Agreement unless otherwise agreed upon in writing by the Customer.

18.2 The Customer may not delegate, assign, or transfer its duties or obligations under this Agreement without the prior written consent of the Company. Any attempted assignment in contravention of this provision shall be null and void.

18.3 Any permitted assignment under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 19. GOVERNING LAW AND SURVIVAL

19.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

19.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 20. INTEGRATION CLAUSE

20.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

20.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

General Maintenance Log Book

Date	Company Name	Name of Employee	Work Performed	Any Issues or Remaining Outstanding Tasks
5/18/24		Benjamin	Networking	
6/8/24		Benjamin	Networking	
6/12/24	South Flr Util. bldg	Pat	Last Generator Check	Received SFU street maint sticker from Dozer & SFU RFL unit
10/7/24		Benjamin		
10/23/24	AWC/Cray Smith	Chris Brodew Jorge Fernandez Todd Larson	General Training / Set up Phone	remote / Everything works!
1/31/25	AWC/JF Automation	Chris Brodew Jorge Fernandez	QTRLY check per agreement	
2/3/25	FDDA	Wolf Gold	Gen Inspect	No Heaters working
04/17/25	AWC/JF Automation	Chris Brodew Jorge Fernandez	QTRLY maint. sw update	Automation & Instrument OK.
7/16/25	AWC/JF Automation	Chris Brodew Jorge Fernandez	QTRLY maint.	checked Automaive system Start/stop checked Hunt Dreg.
9/30/25	FDDA	Chris Cornwell	Annual inspection	Generator Heaters inoperable
10/30/25	AWC/JF Automation	Chris Brodew Jorge Fernandez	QTRLY Inspection	checked Automaive system Start/stop checked /rest Automa
10/31/25	coastal Commercial	Andrew M.	Pump Inspection	Elevated Amp draw on Pump 1

HOURE

0 6 2 4 7 5 3 -

RUN

OL TRIPPED

PUMP #1

0207036



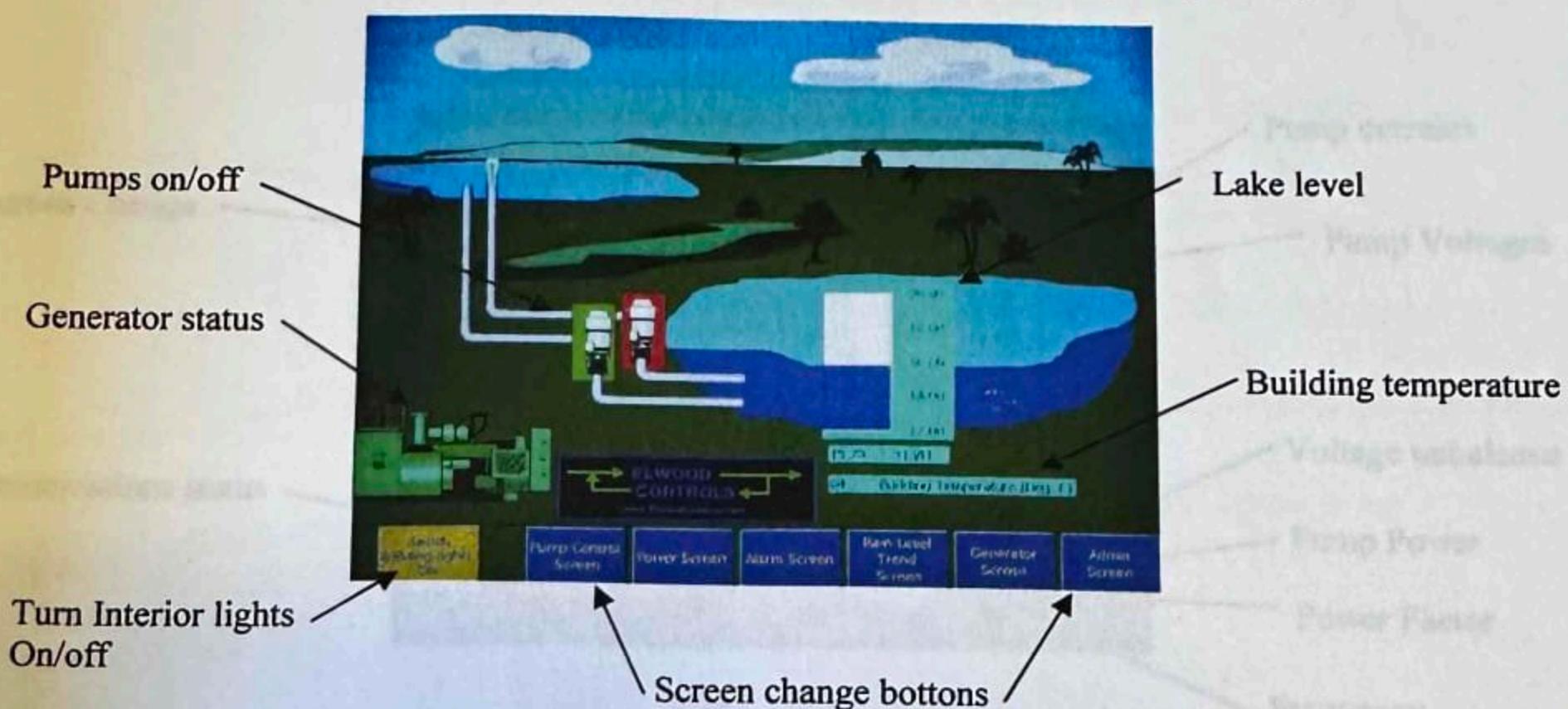
PUMP #2

RESET

II. Screen Overview

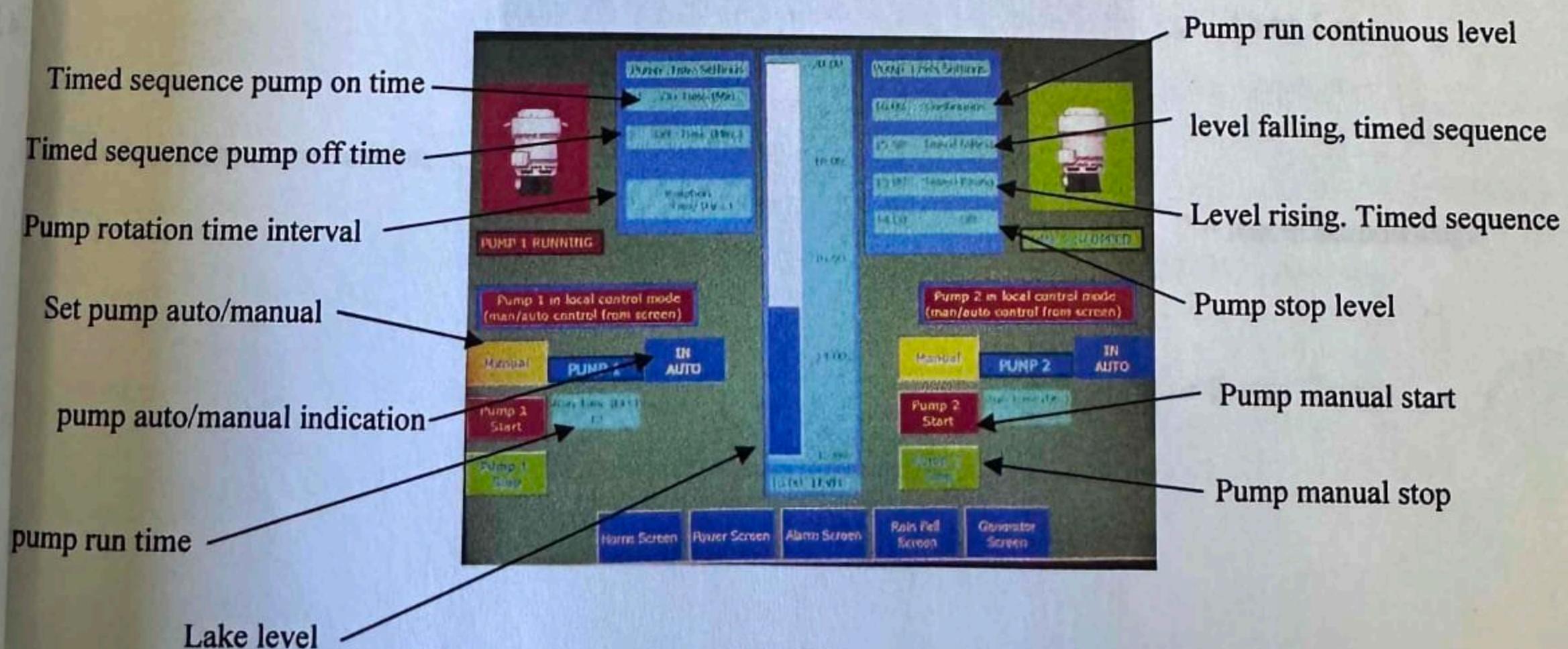
A. Home Screen

The home screen provides an operational summary of the pump and generator status



B. Pump Control Screen

The pump control screen allows pump control, indicates lake level, pump settings and accumulated run times



Notes for Retention Station

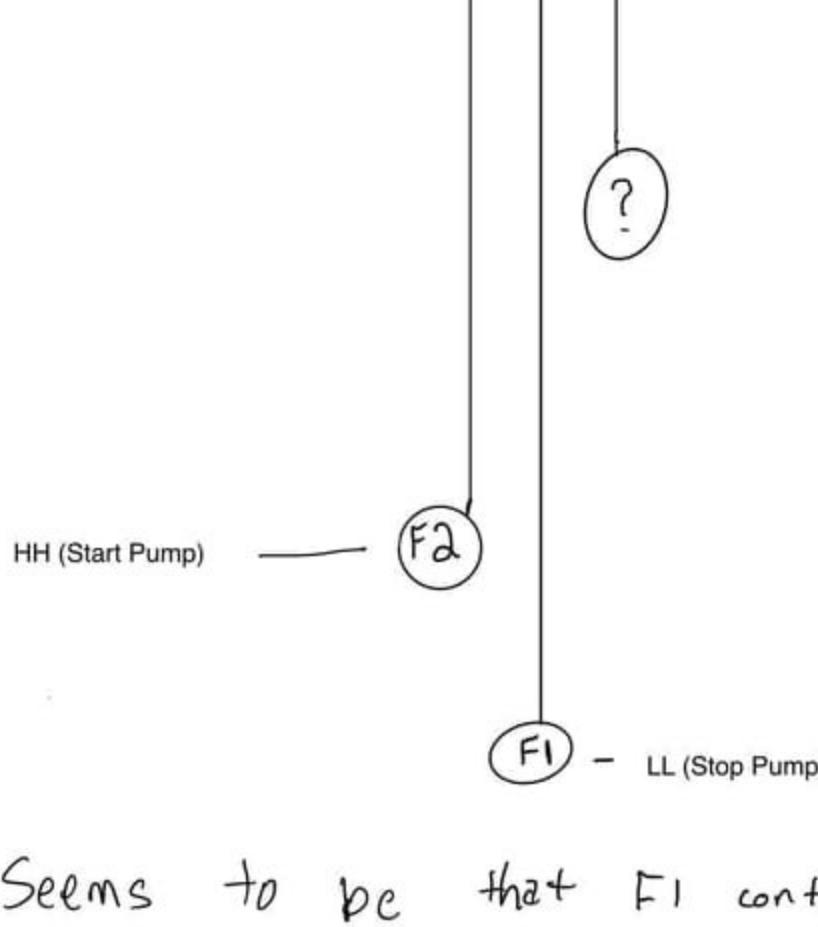
- MCC is the Hard Controls for Motors.

* If want to run in auto with water dependence
- Turn MCC controls to "A".
- Control will start "one of the pumps" when F2 is wet.

Actual Happening

- F1 is the lowest float.
- F2 is highest ~~in~~ Normal operation ~~on~~ float.
- F1 should be a low level safety. When F1 is wet pumps are "ready".
- F2 starts a call for pump, F1 locks out in Low Low level.
- See diagram:

"?" = Not Used.



- Seems to be that F1 controls everything... F2 only turns on the HMI code but does nothing else.

Pump 1	Pump 2	Suppl
- L1 - L2 <u>489</u>	<u>490</u>	<u>493</u>
- L2 - L3 <u>487</u>	<u>486</u>	<u>490</u>
- L1 - L3 <u>487</u>	<u>467</u>	<u>490</u>
A.		
- L1 <u>31.0</u>	<u>25.4</u>	
- L2 <u>32.0</u>	<u>24.7</u>	
- L3 <u>30.9</u>	<u>25.1</u>	
Hours.		
<u>6247.56</u>	<u>2070.36</u>	
HMI Minutes		
<u>4364</u>	<u>9095</u>	



PAGE

CORPORATION

Hamilton Bay
West Palm Beach, Florida

3

MWI JOB NUMBER:

00095

PUMP TEST REPORT
April 2001

By: MWI Corporation
201 N. Federal Highway
Deerfield Beach,
Florida 33441
USA
Tel. (954) 426-1500

ESTABLISHED 1926

8/10/06 BS / KH
OUT PUT 1W
REFF 6
margin 15 D_b
Dunny 1W
Add as 50 D_b per to



D
MODEL
6
MOTOR
CONTROL
CENTER



62247400



PUMP #1



DANGER
HAZARD OF ELECTRIC SHOCK,
BURN OR EXPLOSION
Turn off power supplying equipment
before working inside.
Failure to follow these instructions will result in
death, serious injury or equipment damage.



**BRIAR BAY, PUMP STATION,
AUTOMATION UPGRADE, APRIL 2024**
BY : Jorge Fernandez Aballi, Chris Brodeur / AWC

SECTION 1: Pages 1 TO11, USER MANUAL, CONTROL PANEL

SECTION 2: Pages 1/12 TO 12/12, MCC PANEL (UPGRADED 2000 & 2010 VERSION)

SECTION 3: Pages 1/10 to 10/10, CONTROL PANEL (CP) . BRAND NEW IN 2024

USB 256 GB, Flash Memory:

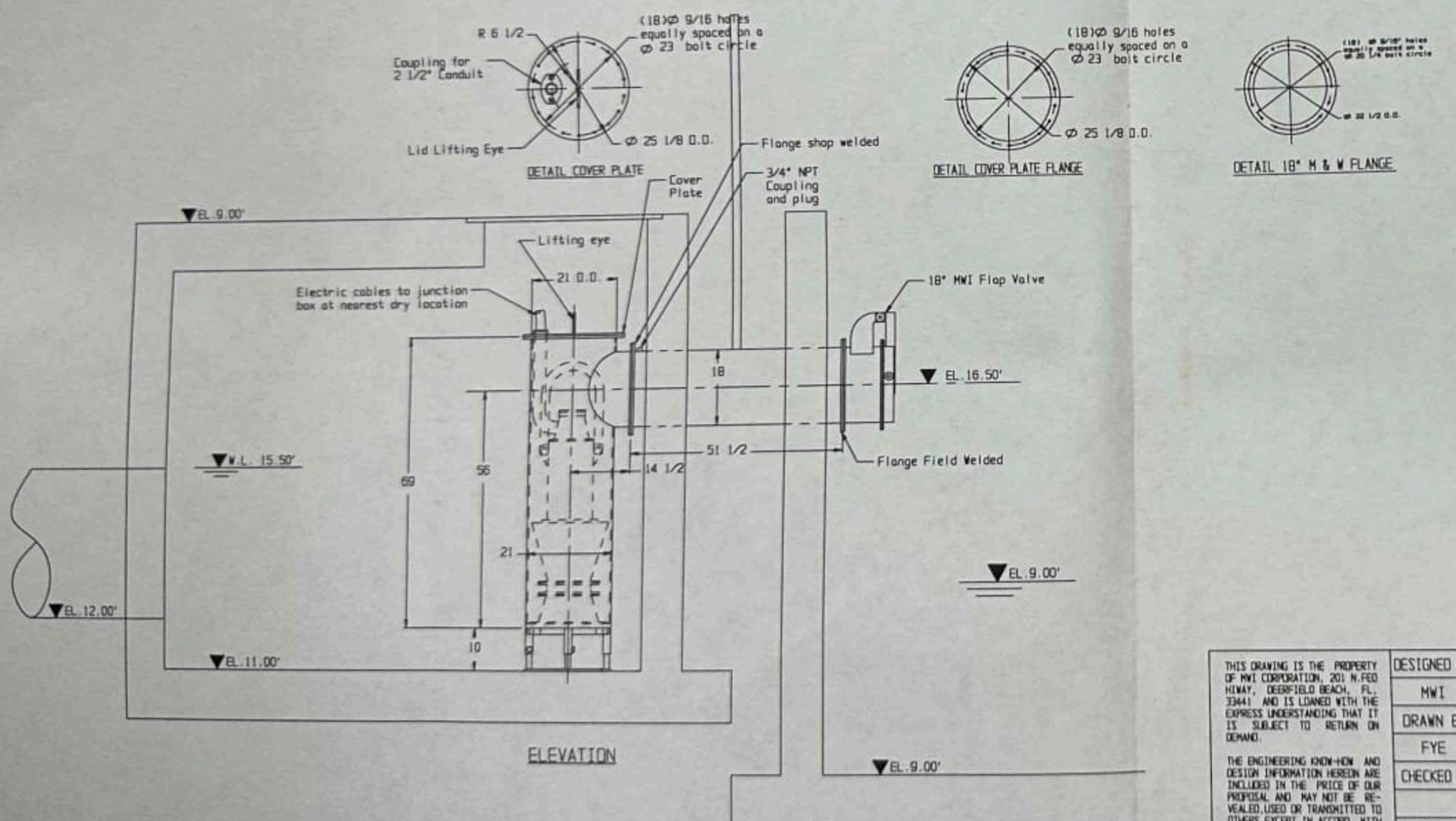
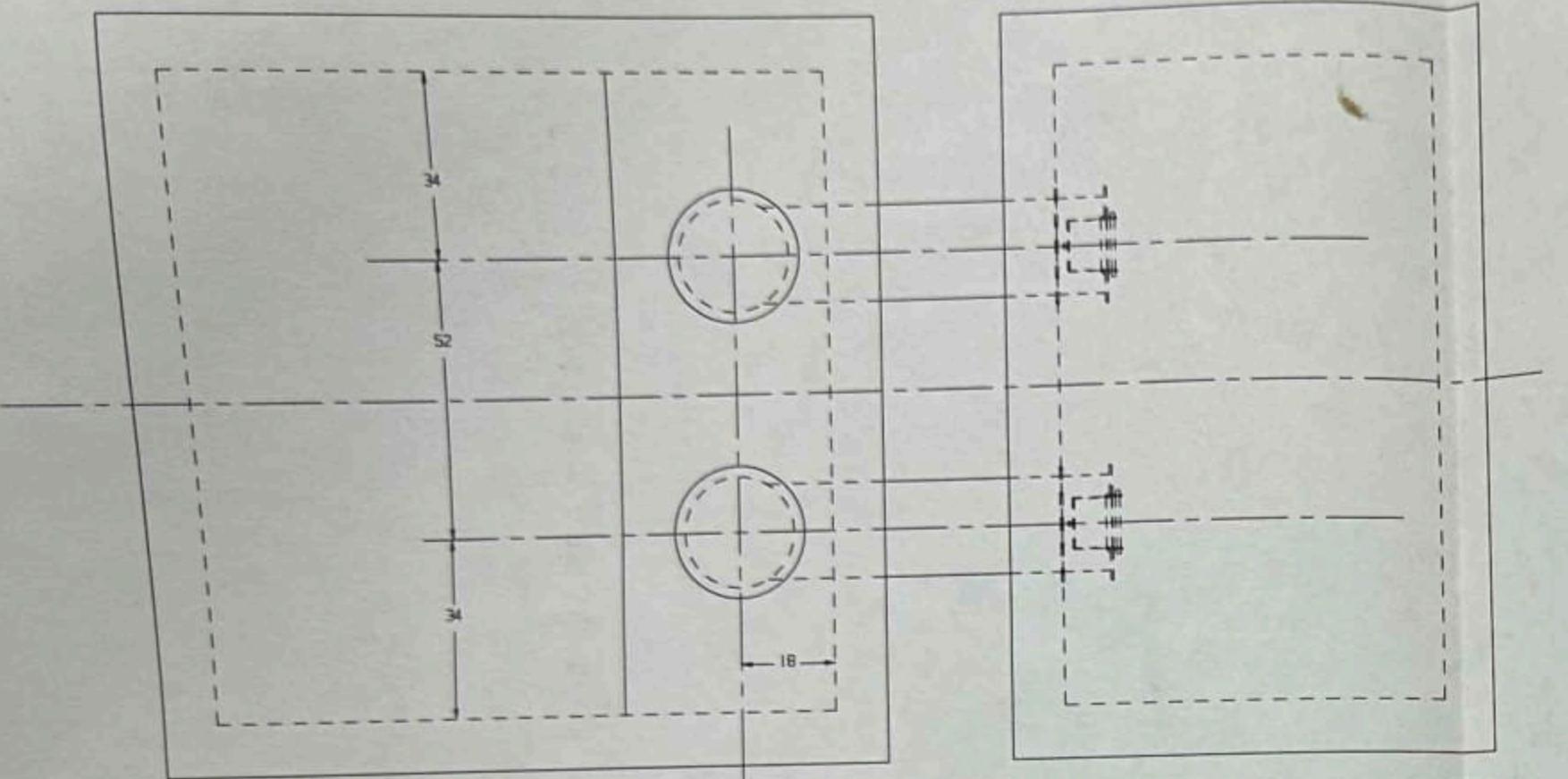
1. PLC + HMI code developed in TIA Portal V17
2. User Manual (PDF). Remote access Instructions, IPs and Passwords are in CP Section, page (3/10)
3. Project Drawing Version Autocad13 and in PDF. (Updated MCC & New CP)
4. One set of 12 PDF document with full information of each device in use in the MCC and CP
5. A set of 4 documents for the 2000 and 2010 version included 1998 Permit. This permit is valid for today Levels setting

EV	
A	
B	
C	

PLUMP DESCRIPTION

PUMP DESCRIPTION

1. MWI Pump Model: Submersible Electric Axial Flow Vertical Lift-out Type, SEA310
2. Quantity: 2
3. Motor Data: 30 hp, 460V, 60hz, 3 phase, 1800 RPM.
4. Design Condition: 3590 GPM @ 20.12' TDH
5. Shaft Material: AISI 1045 Steel with 300 Series Stainless Steel Plating on Seal Area, Conforming to ASME Code for Transmission Shafting to Transmit full torque.
6. Motor Housing & Cover Material: AISI 304 S.S.
7. Upper and Lower Venturi, Diffuser Blades, and Suction Bell Material Shall be: ASTM A242 Corten Steel.
 - *Suction Bell 3/16" thick
 - *Inlet 1.5 times Propeller Dia.
8. Replaceable Liner & Propeller Blade Material: AISI 304 S.S.
9. Mechanical Seals:
 - Upper Seal: Silicon Carbide
 - Lower Seal: Silicon Carbide
10. Bearing Housing: Constructed of AISI 304 S.S.
11. Thermal Detection: Motor Winding Thermistats in Stator windings (1 per phase) that will alarm shutdown the pump
12. Complete Pump Assembly will be coated Motor Coal Tar Emulsion
13. Lifting Assembly: S.S. Lifting Loop
14. Moisture Detection:
 - Leakage is sensed in 3 locations
 - A. Junction Box
 - B. Stator Housing
 - C. Seal Oil Chamber



THIS DRAWING IS THE PROPERTY OF MWI CORPORATION, 201 N. FEDERAL HIGHWAY, DEERFIELD BEACH, FL. 33441 AND IS LOANED WITH THE EXPRESS UNDERSTANDING THAT IT IS SUBJECT TO RETURN ON DEMAND.

THE ENGINEERING KNOW-HOW AND DESIGN INFORMATION HEREON ARE INCLUDED IN THE PRICE OF OUR PROPOSAL AND MAY NOT BE REVEALED, USED OR TRANSMITTED TO OTHERS EXCEPT IN ACCORD WITH CONTRACT OR WRITTEN PERMISSION OF MWI CORPORATION.

DESIGNED BY	DATE	CUSTOMER FLOR CONT
MWI	12 Aug 00	
DRAWN BY	DATE	PROJECT
FYE	21 Sep 00	
CHECKED BY	DATE	
JOB NUMBER 00095		

DISCHARGE CAN DESCRIPTION:

1. Discharge Column Material: ASTM A242 Corten
21" Dia. (Nominal) x Length Shown, 3/8" thick
2. Elbow & Discharge pipe: 18" ID x length
shown on drawing 3/8" thick.
Elbow will have 18" MWI flanges, as shown on drawing.
3. Adjustable Stand will be provided.
4. Waterman Model SS-41FF Fabricated T304
S.S. Drainage/flap gate will be provided. (20")
5. MWI 18" Flap Gate will be provided
6. Entire Discharge Can Assembly will be Coated
with Motor Coal Tar Emulsion

TITLE
GENERAL ARRANGEMENT
MWI MODEL SEA310
SUBMERSIBLE ELECTRIC
VERTICAL WATER PUMP

SCALE	SHEET 1 of 1
DWG No.	00095



Hoover
0624753-



PUMP #1



02070291



PUMP #2



F.C.
ENC
MADE

MOTOR
SECTION



MTG

Thursday 10/16 10:30 AM

Tech: Andrew 706-400-9061

Gate #1112

lock box # 58
lock code 2156

Hand contact Dwayne Barrett.

Job No.	18 Apr 2009
Pump Model	SEA 310
Pump Serial #	South pump #
Test Pipe I.D	17.5" & 20.0"
Friction factor k _f	14.0
Design Condition	3590 @ 21.2'

Volume Rating	480
Amp Rating	
Hp / RPM Rating	30 / 1780
Service Factor	1.15
Flow Sensor Type	Pitot tube

1. Endres
E. Saenzas
Data Recorder:
J. Endres

Certified By: James D. Cushing

Name: James D. Endres, P.E. 39458
MWI Corporation

Date: 20 Apr 01

H _V (ft)	H _f (ft)	TDH (ft)	Flow (GPM)
0.47	6.52	18.25	4106
0.42	5.82	17.5	3848

7

3



OPERATIONS AND MAINTENANCE MANUALS

FOR:

Hamilton Bay Stormwater Pump Station

Northern Palm Beach County
Improvement District
Unit of Development No. 5E

Mock Roos Engineers Surveyors Planners
Engineer
5720 Corporate Way
West Palm Beach, Florida 33407
(561) 683-3113

Contractor
Florida Design Contractors
1326 South Killian Drive
Lake Park, Florida 33403
(561) 845-1233

1326 South Killian Drive • Lake Park, Florida 33403 • (561) 845-1233 • Fax: (561) 848-5992
State Certified Contractor • License No. CG-C040304

D
MODEL
6

MOTOR
CONTROL
CENTER

MCC



PUMP 1



PUMP 2

50VA CONTROL
TRANSFORMER



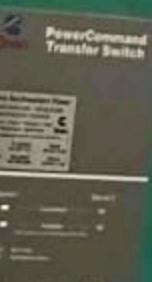
CAUTION
THIS UNIT CONTAINS
A VOLTAGE SOURCE
FROM OUTSIDE OF
THIS UNIT



281
280
280



CONTROL UNIT

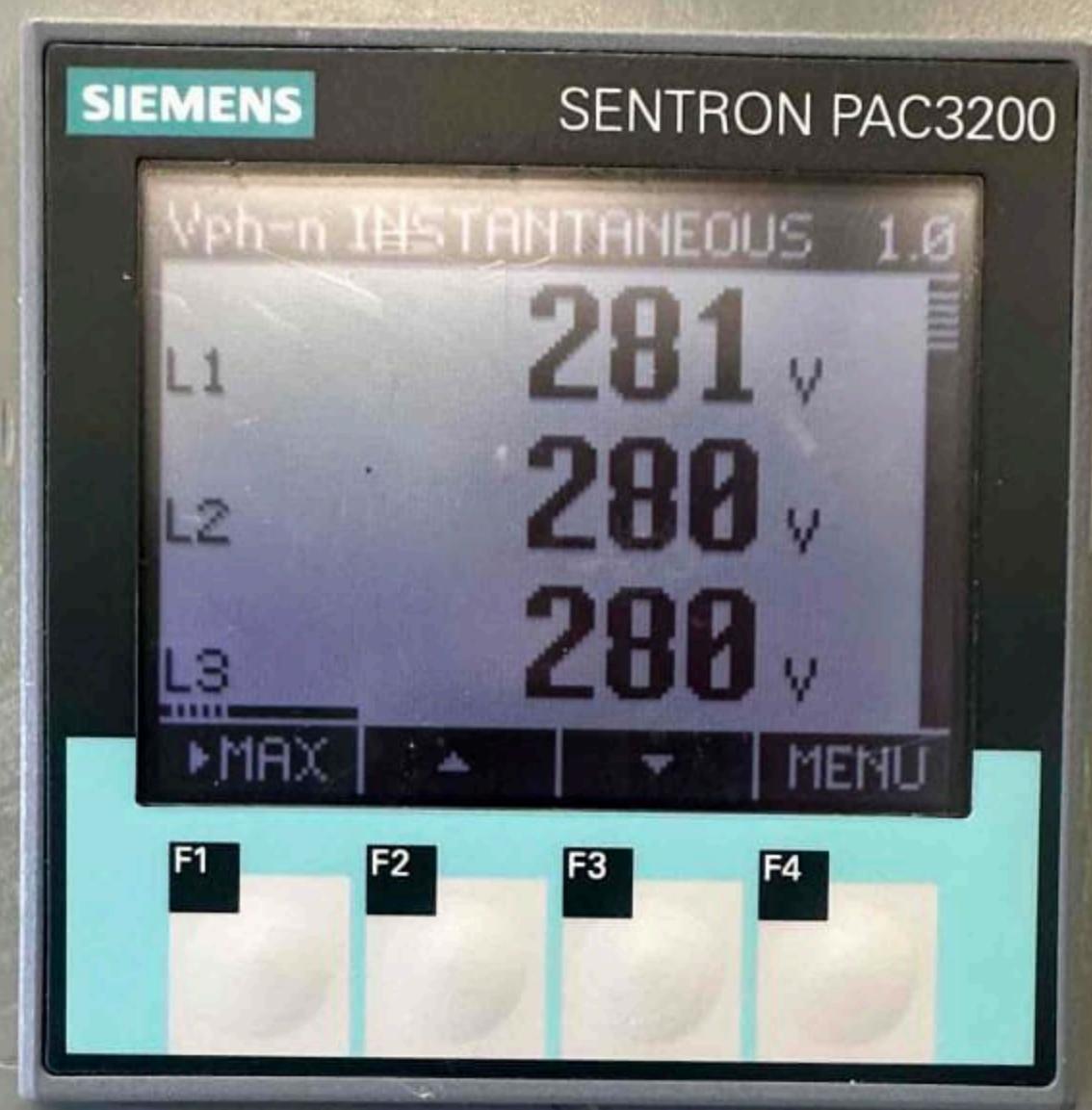


CB-1



MLO

CAUTION
THIS UNIT CONTAINS
A VOLTAGE SOURCE
FROM OUTSIDE OF
THIS UNIT



- Using the "T" handle, while standing on the panel, engage all the dogging handles.
- The hatch is now watertight.
- To open the hatch, reverse the above procedure.

MAINTENANCE

The initial gasket pre-load should be set for $3/32"$. At one (1) year intervals it is recommended that the pre-load of the gasket be checked. If necessary adjust the pre-load using the following procedure:

- 1) Remove the hex nut, lock washer, flat washer, and cap plate from the handle shaft on the inside of the hatch.
- 2) Remove the handle from the shaft.
- 3) To increase seal compression remove a shim from under the handle and place it on the upper portion of the shaft before the oil bearing and o-ring are assembled. (See Figure 1)
- 4) To decrease seal compression, reverse the previous 3 steps.
- 5) Reinstall the shaft, bearings, o-ring, washers, shims, handle, cap plate and hex nut as shown in Figure 1.
- 6) Adjust all other handles to obtain an even pre-load on all handles.

It is recommended at the annual inspection that all parts should be visually checked for cracks or corrosion. Contact Presray if inspection shows any signs of irregularity on or around the combing edge.

The gasket should be inspected for damage and other signs of wear or abuse. Damaged gaskets should be replaced. NOTE: Even slight damage to the gasket may void its ability to provide leak tight protection. If the user has any doubt as to the severity of the damage to the gasket, contact Presray.

Regardless of the condition, at five (5) year intervals the gasket should be replaced along with the "O" rings in the handle assemblies. Contact Presray for replacement gaskets. To replace the gasket refer to the applicable Presray dwg. and the following steps:

- 1) Remove the old gasket by cutting into it and working a putty knife between the gasket base and the retainer.
- 2) Clean all traces of the old gasket material and adhesive from the retainer channel.
- 3) Use of RTV Silicone (Dow Corning #732, G.E. #108 or other equivalent). Apply the adhesive to the base of the gasket and retainer channel per manufacture's instructions.
- 4) Install the new seal starting at the corners and working towards the centers of each side. Remove any excess adhesive and perform a thorough visual inspection.



0624759



PUMP #1





MCC

DANGER

Hazardous voltage present
when open or energized.
Risk of electric shock, burn or explosion.
Follow lockout/tagout procedures.
Failure to follow instructions will
result in serious injury or death.
Repair or maintenance work
must be performed by qualified
personnel.

CONTROL UNIT



CAUTION
THIS UNIT CONTAINS
A VOLTAGE SOURCE
FROM OUTSIDE OF
THIS UNIT

SIEMENS SENTRON PAC3200
System 3200 INSTRUMENTATION 1.0
281 V
280 V
280 V

SIEMENS SENTRON PAC3200
System 3200 INSTRUMENTATION 1.0
281 V
280 V
280 V

DANGER

Hazardous voltage present
when open or energized.
Risk of electric shock, burn or explosion.
Follow lockout/tagout procedures.
Failure to follow instructions will
result in serious injury or death.
Repair or maintenance work
must be performed by qualified
personnel.

SIEMENS MODEL & MOTOR CONTROL CENTER
FOR SHORT CIRCUIT CURRENT RATING
SEE LABEL INSIDE
ENCLOSURE TYPE 1
MOTOR CONTROL CENTER SECTION
UL
DANGER
HAZARD OF ELECTRIC SHOCK,
BURN OR EXPLOSION.
Follow lockout/tagout procedures.
Failure to follow instructions will
result in serious injury or death.
Repair or maintenance work
must be performed by qualified
personnel.

SIEMENS MODEL & MOTOR CONTROL CENTER
FOR SHORT CIRCUIT CURRENT RATING
SEE LABEL INSIDE
ENCLOSURE TYPE 1
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PUMP #1

SIEMENS MODEL & MOTOR CONTROL CENTER
FOR SHORT CIRCUIT CURRENT RATING
SEE LABEL INSIDE
ENCLOSURE TYPE 1
MOTOR CONTROL CENTER SECTION
UL
DANGER
HAZARD OF ELECTRIC SHOCK,
BURN OR EXPLOSION.
Follow lockout/tagout procedures.
Failure to follow instructions will
result in serious injury or death.
Repair or maintenance work
must be performed by qualified
personnel.

OL TRIPPED
HAND OFF/AUTO

PUMP #2

SIEMENS

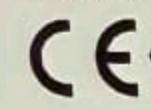
TP1500 Comfort Outdoor



1P
S
23S
(MAC)

6AV2 124-0QC13-0AX0
C-P1BV2449
EC-1C-5D-1A-78-2E

Ta: -30°C...+60°C vertical
F-State: 13



Ex



Importer UK:
Siemens plc,

Manchester M20 2UR



C

APPROVED

LISTED 3DA1
IND. CONT. EQ. FOR HAZ.LOC:
CLI, DIV2, GP, AB,C,D T4
CLI, ZONE 2, GP, IIC, T4
Front face only: Type 4X/12
Watertight

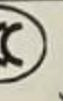
II 3 G Ex ec IIC T4 Gc
II 3 D Ex tc IIC T70°C Dc
DEKRA 19ATEX0111 X
IECEx DEK 19.0071 X
DEKRA 21UKEX0014 X

II 3 G Ex ec IIC T4 Gc
II 3 D Ex tc IIC T70°C Dc
DEKRA 19ATEX0111 X
IECEx DEK 19.0071 X
DEKRA 21UKEX0014 X

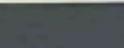
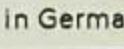
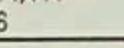
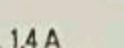
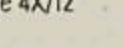
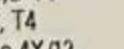
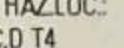
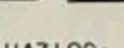
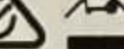
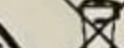
Front face only: Type 4X/12
Front face only: IP66

Siemens AG, Gleiwitzer Str.555, DE-90475 Nuremberg

Made in Germany



KCC-REM-S49-HMI



WARNING - EXPLOSION HAZARD - DO NOT DISCONNECT WHILE
CIRCUIT IS LIVE UNLESS AREA IS KNOWN TO BE NON-HAZARDOUS.

AVERTISSEMENT - RISQUE D'EXPLOSION. NE PAS DEBRANCHER
TANT QUE LE CIRCUIT EST SOUS TENSION, A MOINS QU'IL
NE S'AGISSE D'UN EMPLACEMENT NON DANGEREUX.

警告 - 爆炸危险 - 电路接通时请不要断开, 除非已知此区域无危险。

DATA

X51

SYSTEM

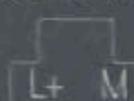
X50

SD CARD

SIMATIC

SD CARD

DC24V X80



PROFIBUS

DP

X2

USB

X61
X62



PROFINET (LAN)

X1
P1 P2

AUDIO

X90



USB

X60





FACTORY SERVICE

To obtain factory service and/or spare parts refer to the model number, part number and serial number, then contact:

Presray Corporation
159 Charles Colman Blvd.
Pawling, N.Y. 12564
Flood Protection Products Division
(845) 855-1220
Fax: 855-8034
E-Mail: service@presray.com

Electric Motor Requirements/Performance Specifications

<i>Motor Characteristics</i>	
Nominal Horsepower:	30HP
Rated Voltage:	460V
Rated Amperage:	37A
Phase:	3
Frequency:	60Hz
NEMA Design:	C
NEMA Code:	G
Service Factor:	1.15
Speed:	1800
Insulation Class:	F
Frame:	A256
Weight:	290lbs
Type:	Submersible
Rating:	Continuous
Efficiency:	89.5% at Full Load
Power Factor:	84.1% at Full Load

a) Lead Identification:

- T1, T2, T3 - Motor Power Leads: 3-Conductor No. 8 Cable.
- G - Ground: Green and Yellow Filler Wires in Power Cable.
- P1, P2 - Winding Thermostat
 - * 3 Thermostats (1 per phase) are Internally Connected
- W1, W2 - Moisture Probe
 - * Leakage is Sensed in 3 Locations:
 1. Junction Box
 2. Stator Housing
 3. Seal Oil Chamber





5KVA CONTROL
TRANSFORMER

ON

TRIP

OFF

Date 18 Apr 01
 Job No. 00095
 Pump Model SEA 310
 Pump Serial # North pump #1
 Test Pipe I.D. 17.5" + 20.0"
 Friction factor k_f 14.0
 Design Condition 3590 @ 21.2'

Voltage Rating 480
 Amp Rating 30 / 1780
 Hp / RPM Rating 1.15
 Service Factor Pitot tube
 Flow Sensor Type

Test Personnel:
J. Endres
E. Saurazas

Data Recorder:
J. Endres
 Calculations By:
J. Endres

H_s (H_2O)	Voltage			Motor Current (amps)			MANOMETER READINGS (in.)									
	1	2	3	4	5	6	7	8	9	10						
138	485	485	485	28	28	28	5.5	5.7	6.0	7.0	7.5	7.5	7.5	7.5	7.0	7.1
							2.4	2.6	2.8	2.9	3.0	3.1	3.0	3.0	2.9	2.7

(18" pipe)

(20" pipe)

Certified By:

James D. Endres
 Name: James D. Endres, P.E. 39458
 MWI Corporation

Date: 20 Apr 01

H_V (ft)	H_f (ft)	TDH (ft)	Flow (GPM)
0.57	7.94	20.0	4532
0.40	5.64	17.6	3820

DANGER

HAZARD OF ELECTRIC SHOCK,
BURN OR EXPLOSION

- Remote power supply(s) must be turned off to de-energize this equipment.
- Do not work on this equipment while energized.

Failure to follow instructions will result in death, serious injury or equipment damage.

80438-797-01

REV B

CONTROL UNIT



CAUTION
THIS UNIT CONTAINS

The 2010 upgrades to the pump control system included replacing the old card based Series 8900 with new Siemens 32300 or 323403/77 logic system (32340) and PAC3700 power modules. The system was programmed using the Siemens SIMATIC Manager.

Hamal Community Development District

Storm Water Pump Control System

2010 Upgrades

2010 Upgrade

Operation Manual



Elwood Controls, LLC 582 Perch Lane Sebastian, FL 32958

561-714-0883 www.elwoodcontrols.com info@elwoodcontrols.com

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS D**

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	Workshop: Review of Staff and Vendor Contracts	5:00 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