



**WALNUT CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
REGULAR BOARD MEETING
DECEMBER 5, 2017
6:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33024

www.walnutcreekcdd.org
786.347.2711 ext. 2011 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
WALNUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Walnut Creek Clubhouse
7500 NW 20th Street
Pembroke Pines, Florida 33024
REGULAR BOARD MEETING
December 5, 2017
6:00 p.m.

A. Call to Order	
B. Proof of Publication	Page 1
C. Establish Quorum	
D. Additions or Deletions to Agenda	
E. Comments from the Public for Items Not on the Agenda	
F. Approval of Minutes	
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1. Attorney	
2. District Manager	
M. Additional Board Member/Public Comments	
N. Adjourn	

Broward Daily Business Review

Sept. 20, 2017

Miscellaneous Notices

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2017/2018

REGULAR MEETING

SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Walnut Creek Community Development District will hold Regular Meetings at 6:00 p.m. at the Walnut Creek Community Clubhouse, 7500 NW 20th Street, Pembroke Pines, Florida 33024 on the following dates:

October 3, 2017

December 5, 2017

February 6, 2018

April 3, 2018

June 5, 2018

August 7, 2018

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the particular meeting. Meetings may be cancelled from time to time without advertised notice.

WALNUT CREEK COMMUNITY

DEVELOPMENT DISTRICT

www.walnutcreekcdd.org

9/20 17-17/0000259207B

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 3, 2017**

A. CALL TO ORDER

District Manager, Gloria Perez called the October 3, 2017, Regular Board Meeting of the Walnut Creek Community Development District to order at 6:00 p.m. at the Walnut Creek Clubhouse located at 7500 NW 20th Street, Pembroke Pines, Florida 33024.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Broward Daily Business Review* on September 20, 2017, as part of the District's Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mrs. Perez determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairperson William Cook, Vice Chairperson Elina Levenson and Supervisors Betty Ross and Ali Munju.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present were: Vice President Len Lindahl of Special District Services, Inc.; Kent Security representative District Manager Jorge Castro and Post Captain Micoley Render; HOA Property Manager Cliff Cole; Mainguy Landscaping representatives Rob Mainguy and Eddie Bingham; and several members of the public.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mrs. Perez noted that because the RFQ process due date fell soon after Hurricane Irma, the engineering RFQ process had to be extended and was posted as such on the District's website. In addition, Mrs. Perez advised same to the engineering firms who had expressed interest in submitting presentations. Mrs. Perez requested that the Board ratify said extension from September 14, 2017, to September 25, 2017, by way of a motion.

A MOTION was made by Supervisor Ross seconded by Vice Chairperson Levenson and unanimously passed to approve and ratify the District Engineer RFQ submittal deadline date and time to that of September 25, 2017, at 3:00 p.m.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA.

Supervisor Ross brought up the possibility of future consideration for fencing the perimeter of the community and a discussion ensued. No action was taken at this time.

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 3, 2017**

F. APPROVAL OF MINUTES

1. August 1, 2017, Regular Board Meeting

Mrs. Perez presented the minutes of the August 1, 2017, Regular Board Meeting and asked if there were any corrections and/or additions.

There being none, a **MOTION** was made by Supervisor Ross, seconded by Supervisor Munju and unanimously passed to approve the minutes of the August 1, 2017, Regular Board Meeting, as presented.

G. ADMINISTRATIVE MATTERS

1. Financial Update

As is procedurally done, Financial Reports as of August 2017 were presented in the meeting books and reviewed: Monthly Financial Report - Operating Fund (actual revenues and expenditures with fund balances and availability); July and August 2017 Check Registers; Balance Sheet; Debt Service Profit and Loss YTD Comparisons/Report; Tax/Assessment Collections; Capital Expenditure Recap through August 2017.

Available Operating Funds as of August 31, 2017, reflect: \$675,756.83. This amount includes the remaining funds (from the litigation process) being held/used for capital projects.

A motion of ratification of the financials or any further discussion was requested:

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Ross and passed unanimously to ratify and approve the financials, as presented.

2. District Engineer Selection

a. Review Submittals from:

- **AECOM**
- **Caltran Engineering Group**
- **Craig A. Smith & Associates, Inc.**

b. Ranking

Discussion ensued regarding the presented submittals. Mrs. Perez presented the rankings sheet with her recommendations. All are considered well respected firms. She added that the District needs an overall engineering firm who can lead projects.

c. Discussion and Selection

This process cannot be ranked on price/rates, but negotiations will set forth an hourly rate schedule. It will be up to the Board if the engineer is to attend meetings routinely or as required. Projects can be

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 3, 2017**

billed hourly with time and materials or in a lump sum format. District Counsel Wald elaborated on the process.

It was noted that standard procedure would be for Board to accept and attempt negotiations with the first ranked firm. If negotiations are not successful, then negotiations would commence with the second ranked firm and so forth. A discussion ensued after which:

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Ross and unanimously passed to ranking the firms as follows: #1 Craig A. Smith; #2 AECOM; and #3 Caltran; and further authorized the District Manager and District Counsel to commence negotiations with the first ranked firm. A proposed contract will be brought back to the next regularly scheduled meeting.

H. NEW/ADDITIONAL BUSINESS

1. CDD/HOA Security Maintenance Agreement Update

Mrs. Perez advised the Board that this was still being considered by the HOA.

2. Consider Resolution No. 2017-05 – Adopting a Fiscal Year 2016/2017 Amended Budget

Resolution No. 2017-05 was presented, entitled:

RESOLUTION NO. 2017-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR
2016/2017 BUDGET (“AMENDED BUDGET”), PURSUANT TO
CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN
EFFECTIVE DATE.**

Mrs. Perez explained, as is done every year for administrative and statutory requirements, within 60 days of any given fiscal year end, the Board adopts a revised/amended budget for said year. The fiscal year ended on September 30, 2017. This is the reason it is administrative in nature (past year’s budget for past year’s expenses) and will serve as the Board’s final approval/ratification of the District’s expenditures for the past fiscal year.

A **MOTION** was made by Vice Chairperson Levenson seconded by Supervisor Munju and unanimously passed to adopt Resolution No. 2017-05, Adopting/Approving the Amended Fiscal Year 2016-2017 Budget, as presented.

3. Receive and Accept 2017 Annual Engineer’s Report

Mrs. Perez presented the Johnson Engineering 2017 Annual Engineer’s Report in the meeting book.

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 3, 2017**

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Ross and unanimously passed to receive and accept the 2017 Annual Engineer's Report, as presented.

I. FIELD MAINTENANCE/CAPITAL IMPROVEMENTS

1. Irrigation/Water Usage Update – South Florida Water Management District (SFWMD)

The Irrigation/Water Usage Report was presented in the meeting book.

2. Landscape Report from Mainguy Landscape Services

The landscape report was distributed via a handout by Mainguy.

Due to the lack of regular contracted services not being conducted, as most efforts have gone towards the post storm clean-up during the month of September 2017, Mainguy modified the September invoice by reducing the bill by \$15,464.25.

A discussion ensued regarding the performance and expectations and the current status of the District.

3. Update on Post Hurricane Irma Services and Status

Mrs. Perez advised the Board that she had received an updated map reflecting the areas that have been completed to date for Phase One of the post storm clean-up process, which was still underway.

The landscaping post storm bill to date is \$23,497.50, of which \$14,107.50 had been processed for approval.

Mainguy Invoice 20629 for post storm service from September 12, 2017, through September 15, 2017, was reduced by approximately \$3,085 for work conducted at non-district maintained areas (around lake banks).

Mainguy Invoice 20676 for post storm service from September 18, 2017, through September 24, 2017, was reduced by approximately \$1,840 for work conducted at non-district maintained areas (primarily around lake banks).

Deductions provided for non-district areas services totaled approximately \$4,925.

As requested for Phase Two, Mainguy presented a proposal in the amount of \$34,800 for tree pruning of select Hurricane Irma damaged trees and would take approximately 29 days to complete.

Mrs. Perez recommended that the District gather alternate pricing for this portion of the project. District Counsel asked Mainguy for clarification as to whether or not the post storm tree trimming was

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 3, 2017**

part of the existing agreement and Mainguy stated that it was not. A brief discussion ensued after which:

A **MOTION** was made by Supervisor Ross, seconded by Supervisor Munju and passed unanimously authorizing District management to gather additional proposals for the post storm tree trimming and debris removal of same; thereby authorizing District management to engage and approve the most qualified vendor for an amount not to exceed \$34,800; and simultaneously authorizes District Counsel to prepare the agreement.

Mrs. Perez indicated she would advise the Board Members via email once a contract had been awarded.

**J. SECURITY SYSTEM/SERVICES
1. Kent Security Report/Update**

A security report for the month of August 2017 was presented in the meeting book and the September 2017 Security Report was provided as a handout. A corrected August 2017 report was distributed via handout for record purpose. Mrs. Perez requested that an electronic copy of both reports be forwarded to her for District records. Mr. Castro advised that a new Post Captain would be starting within the next week.

K. OLD BUSINESS

There were no Old Business items to come before the Board.

**L. ADDITIONAL STAFF UPDATES/UPDATES
1. Attorney**

There were no further updates from District Counsel.

2. District Manager

Mrs. Perez advised the Board that the fountains would need to be drained and cleaned, as per the recommendation of Miami Pool Tech and that the cost would be approximately \$2,000. She noted that they were currently negotiating a lower price.

M. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

Mrs. Perez reminded the Board that the next Regular Meeting was scheduled for December 5, 2017.

N. ADJOURNMENT

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 3, 2017**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 7:21 p.m. on a **MOTION** made by Chairman Cook, seconded by Vice Chairperson Levenson. Upon being put to a vote, the **MOTION** carried unanimously.

ATTESTED BY:

Secretary /Assistant Secretary

Chairman/Vice-Chair

Walnut Creek
Community Development District

**Financial Report For
October 2017**

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
OCTOBER 2017**

	Annual Budget 10/1/17 - 9/30/18	Actual Oct-17	Year To Date Actual 10/1/17 - 10/31/17
REVENUES			
ADMINISTRATIVE ASSESSMENTS	164,495	0	0
MAINTENANCE ASSESSMENTS	1,521,755	0	0
DEBT ASSESSMENTS (2008)	380,884	0	0
DEBT ASSESSMENTS (2010)	130,306	0	0
OTHER REVENUES	0	0	0
INTEREST INCOME	1,250	0	0
TOTAL REVENUES	\$ 2,198,690	\$ -	\$ -
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	10,000	800	800
PAYROLL TAXES (EMPLOYER)	800	61	61
ENGINEERING	35,000	1,611	1,611
LEGAL FEES	19,000	0	0
AUDIT FEES	3,500	0	0
MANAGEMENT	42,900	3,575	3,575
POSTAGE	1,400	35	35
OFFICE SUPPLIES/PRINTING	4,800	1,515	1,515
INSURANCE	14,050	12,951	12,951
LEGAL ADVERTISING	1,200	0	0
MISCELLANEOUS	6,500	505	505
DUES & SUBSCRIPTIONS	175	175	175
ASSESSMENT ROLL	7,500	0	0
TRUSTEE FEES	5,800	0	0
CONTINUING DISCLOSURE FEE	500	0	0
WEBSITE MANAGEMENT	1,500	125	125
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 154,625	\$ 21,353	\$ 21,353
MAINTENANCE EXPENDITURES			
FIELD MAINTENANCE	5,000	2,500	2,500
OPERATIONS MANAGEMENT	12,000	1,000	1,000
SECURITY SERVICES	304,500	23,403	23,403
LANDSCAPE MAINTENANCE	390,000	0	0
PLANT REPLACEMENT	20,000	0	0
TELEPHONE	9,500	739	739
ELECTRIC	76,000	5,478	5,478
WATER & SEWAGE	5,000	64	64
GUARD HOUSE - VISITOR PASSES	8,200	0	0
IRRIGATION MAINTENANCE	14,400	4,524	4,524
GATE SYSTEM MAINTENANCE	18,000	800	800
GUARD HOUSE INT/EXT MAINTENANCE	8,000	0	0
LAKE & PRESERVE MAINTENANCE	40,000	2,838	2,838
SIGNAGE	2,000	0	0
STREETLIGHT MAINTENANCE	4,500	0	0

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
OCTOBER 2017**

	Annual Budget 10/1/17 - 9/30/18	Actual Oct-17	Year To Date Actual 10/1/17 - 10/31/17
WATERFALL MAINTENANCE	30,000	2,295	2,295
HOLIDAY LIGHTING	6,600	0	0
TREE TRIMMING	20,000	0	0
MISCELLANEOUS MAINTENANCE	5,000	0	0
MONUMENT REPAIRS	6,000	0	0
LAKE RESTORATION & MAINTENANCE	312,000	0	0
LAKE RESTORATION & MAINTENANCE - ENGINEERING	60,000	0	0
OPERATING RESERVE/CONTINGENCY	15,000	0	0
STORM CLEANUP	0	2,713	2,713
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	60,000	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 1,431,700	\$ 46,354	\$ 46,354
TOTAL EXPENDITURES	\$ 1,586,325	\$ 67,707	\$ 67,707
EXCESS OR (SHORTFALL)	\$ 612,365	\$ (67,707)	\$ (67,707)
PAYMENT TO TRUSTEE (2008)	(358,031)	0	0
PAYMENT TO TRUSTEE (2010)	(122,488)	0	0
BALANCE	\$ 131,846	\$ (67,707)	\$ (67,707)
COUNTY APPRAISER & TAX COLLECTOR FEE	(43,948)	0	0
DISCOUNTS FOR EARLY PAYMENTS	(87,898)	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ (67,707)	\$ (67,707)
CARRY FORWARD SURPLUS	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (67,707)	\$ (67,707)

Bank Balance As Of 9/30/17	\$ 679,259.04
Funds Received: 10/1/17 - 10/31/17	\$ 46.42
Disbursements: 10/1/17 - 10/31/17	\$ 129,075.52
Bank Balance As Of 10/31/17	\$ 550,229.94
Accounts Payable As Of 10/31/17	\$ 51,324.41
Accounts Receivable As Of 10/31/17	\$ -
Other Assets As Of 10/31/17	\$ 350.00
Available Funds As Of 10/31/17	\$ 499,255.53

Walnut Creek Community Development District
Budget vs. Actual
October 2017

	<u>Oct 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
01-3100 · Administrative Assessment	0.00	164,495.00	-164,495.00	0.0%
01-3200 · Maintenance Assessment	0.00	1,521,755.00	-1,521,755.00	0.0%
01-3810 · Debt Assessments (Series 2008)	0.00	380,884.00	-380,884.00	0.0%
01-3811 · Debt Assessments (Series 2010)	0.00	130,306.00	-130,306.00	0.0%
01-3820 · Debt Assess-Paid To Trustee-08	0.00	-358,031.00	358,031.00	0.0%
01-3821 · Debt Assess-Paid To Trustee-10	0.00	-122,488.00	122,488.00	0.0%
01-3830 · Assessment Fees	0.00	-43,948.00	43,948.00	0.0%
01-3831 · Assessment Discounts	0.00	-87,898.00	87,898.00	0.0%
01-9410 · Interest Income	0.00	1,250.00	-1,250.00	0.0%
Total Income	0.00	1,586,325.00	-1,586,325.00	0.0%
Expense				
01-1307 · Payroll tax expense	61.20	800.00	-738.80	7.65%
01-1308 · Supervisor Fees	800.00	10,000.00	-9,200.00	8.0%
01-1310 · Engineering	1,611.25	35,000.00	-33,388.75	4.6%
01-1311 · Management Fees	3,575.00	42,900.00	-39,325.00	8.33%
01-1315 · Legal Fees	0.00	19,000.00	-19,000.00	0.0%
01-1318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
01-1320 · Audit Fees	0.00	3,500.00	-3,500.00	0.0%
01-1450 · Insurance	12,951.00	14,050.00	-1,099.00	92.18%
01-1480 · Legal Advertisements	0.00	1,200.00	-1,200.00	0.0%
01-1512 · Miscellaneous	505.17	6,500.00	-5,994.83	7.77%
01-1513 · Postage and Delivery	35.34	1,400.00	-1,364.66	2.52%
01-1514 · Office Supplies	1,515.31	4,800.00	-3,284.69	31.57%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	5,800.00	-5,800.00	0.0%
01-1551 · Continuing Disclosure Fee	0.00	500.00	-500.00	0.0%
01-1570 · Website Management	125.00	1,500.00	-1,375.00	8.33%
01-1601 · Security Services	23,403.04	304,500.00	-281,096.96	7.69%
01-1603 · Gatehouse Maintenance	800.00	8,000.00	-7,200.00	10.0%
01-1605 · Gate System Maintenance	0.00	18,000.00	-18,000.00	0.0%
01-1606 · Guard house-Visitor Passes	0.00	8,200.00	-8,200.00	0.0%
01-1803 · Lake & Preserve Maintenance	2,838.00	40,000.00	-37,162.00	7.1%
01-1805 · Stormwater Management/Pipe Replacement	0.00	60,000.00	-60,000.00	0.0%
01-1808 · Irrigation Maintenance	4,524.00	14,400.00	-9,876.00	31.42%
01-1812 · Signs	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	5,477.67	76,000.00	-70,522.33	7.21%
01-1815 · Miscellaneous Maintenance	0.00	5,000.00	-5,000.00	0.0%
01-1816 · Telephone	739.24	9,500.00	-8,760.76	7.78%
01-1817 · Water & sewer	63.46	5,000.00	-4,936.54	1.27%
01-1818 · Field Management	2,500.00	5,000.00	-2,500.00	50.0%
01-1820 · Plant Replacement	0.00	20,000.00	-20,000.00	0.0%
01-1821 · Waterfall Maintenance	2,295.00	30,000.00	-27,705.00	7.65%
01-1824 · Streetlight Maintenance	0.00	4,500.00	-4,500.00	0.0%
01-1825 · Tree Trimming Services	0.00	20,000.00	-20,000.00	0.0%
01-1826 · Holiday Lighting	0.00	6,600.00	-6,600.00	0.0%
01-1827 · Landscape Maintenance	0.00	390,000.00	-390,000.00	0.0%
01-1829 · Monument Repairs	0.00	6,000.00	-6,000.00	0.0%
01-1831 · Storm Clean up	2,712.50	0.00	2,712.50	100.0%
01-1832 · Lake Restoration & Maintenance	0.00	312,000.00	-312,000.00	0.0%
01-1833 · Lake Restoration & Maint- Engin	0.00	60,000.00	-60,000.00	0.0%
01-2311 · Operations Management	1,000.00	12,000.00	-11,000.00	8.33%
01-5930 · Operating Reserve/Contingency	0.00	15,000.00	-15,000.00	0.0%
Total Expense	67,707.18	1,586,325.00	-1,518,617.82	4.27%
Net Income	-67,707.18	0.00	-67,707.18	100.0%

Walnut Creek Community Development District
Check Register
September 2017

Check #	Date	Vendor	Amount
3519	09/01/2017	Allstate Resource Management, Inc.	2,838.00
3520	09/01/2017	Applications by Design, Inc.	1,977.50
3521	09/01/2017	AT&I Systems	660.00
3522	09/01/2017	City of Pembroke Pines	1,183.10
3523	09/01/2017	FPL	5,895.35
3524	09/01/2017	Mainguy Landscape Services	21,888.58
3525	09/01/2017	Special District Services, Inc.	5,254.19
3526	09/13/2017	Comcast (8939)	303.21
3527	09/13/2017	Comcast (9044)	303.21
TOTAL			40,303.14

Walnut Creek Community Development District
Check Register
October 2017

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Amount</u>
3528	10/02/2017	All Florida Pool and Spa Center	96.00
3529	10/02/2017	Allstate Resource Management, Inc.	2,838.00
3530	10/02/2017	ALM Media, LLC	117.05
3531	10/02/2017	AT&I Systems	1,234.32
3532	10/02/2017	Billing, Cochran, Lyles, Mauro, & Ramsey	2,717.50
3533	10/02/2017	City of Pembroke Pines	416.45
3534	10/02/2017	Comcast (Voice 8931)	132.72
3535	10/02/2017	Egis Insurance and & Risk Advisors	12,951.00
3536	10/02/2017	FPL	5,732.17
3537	10/02/2017	Hypower Electric Services Inc	560.13
3538	10/02/2017	John Zollo Graphic Designs Inc	625.00
3539	10/02/2017	Johnson Engineering, Inc.	2,760.00
3540	10/02/2017	Kent Security of Palm Beach, Inc.	23,266.08
3541	10/02/2017	Mainguy Landscape Services	23,301.83
3542	10/02/2017	Pembroke Pines Air Conditioning	153.50
3543	10/02/2017	Special District Services, Inc.	13,075.22
3544	10/02/2017	Spraypro	471.80
3545	10/02/2017	Walnut Creek Community Association, Inc.	2,500.00
PR 10/5/2017	10/04/2017	Payroll Processing	52.20
PR 10/5/2017	10/04/2017	Payroll Taxes	122.40
PR 10/5/2017	10/04/2017	Supervisor Fees	738.80
3546	10/06/2017	1st Solution Pest Control	140.00
3547	10/06/2017	Comcast (8939)	303.19
3548	10/06/2017	Comcast (9044)	303.19
3549	10/06/2017	Mainguy Landscape Services	9,570.00
3550	10/20/2017	Comcast (Voice 8931)	132.86
3551	10/20/2017	Kent Security of Palm Beach, Inc.	21,425.68
3552	10/20/2017	Mainguy Landscape Services	2,712.50
	10/20/2017	Office Depot Credit Plan	625.93
TOTAL			129,075.52

Walnut Creek Community Development District
Expenditures
September 2017

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Expenditures					
01-1310 · Engineering					
	09/17/2017	54	Johnson Engineering, Inc.	inv# 54 project# 20139298-000 engineering thru 9/17/17	2,760.00
Total 01-1310 · Engineering					<u>2,760.00</u>
01-1311 · Management Fees					
	09/30/2017	2017-2574	Special District Services, Inc.	Inv# 2017-2574 Management Fee Sept 2017	3,502.00
Total 01-1311 · Management Fees					<u>3,502.00</u>
01-1315 · Legal Fees					
	09/30/2017	144791	Billing, Cochran, Lyles, Mauro, & Ramsey	acct# 442-000280 stmt# 144791 Sept 2017 legal	350.00
Total 01-1315 · Legal Fees					<u>350.00</u>
01-1318 · Assessment/Tax Roll					
	09/29/2017	2017-2497	Special District Services, Inc.	Inv# 2017-2497 Assessment Roll Prep 2017	7,500.00
Total 01-1318 · Assessment/Tax Roll					<u>7,500.00</u>
01-1480 · Legal Advertisements					
	09/20/2017	I0000259207-0920	ALM Media, LLC	inv# I0000259207-0920 FY 17/18 Reg Mtg Schedule	117.05
Total 01-1480 · Legal Advertisements					<u>117.05</u>
01-1512 · Miscellaneous					
	09/30/2017	2017-2574	Special District Services, Inc.	August 2017 document storage	13.35
	09/30/2017	2017-2574	Special District Services, Inc.	August 2017 Travel	454.54
Total 01-1512 · Miscellaneous					<u>467.89</u>
01-1513 · Postage and Delivery					
	09/30/2017	2017-2574	Special District Services, Inc.	August 2017 FedEx	20.11
	09/30/2017	2017-2574	Special District Services, Inc.	August 2017 postage	48.22
Total 01-1513 · Postage and Delivery					<u>68.33</u>
01-1514 · Office Supplies					
	09/30/2017	2017-2574	Special District Services, Inc.	August 2017 copier charges	30.00
	09/30/2017	2017-2574	Special District Services, Inc.	August 2017 meeting books	32.00
Total 01-1514 · Office Supplies					<u>62.00</u>
01-1551 · Continuing Disclosure Fee					
	09/28/2017	2017-2432	Special District Services, Inc.	Inv# 2017-2432 Continuing Disclosure fee FY 2016-2017	350.00
Total 01-1551 · Continuing Disclosure Fee					<u>350.00</u>
01-1570 · Website Management					
	09/30/2017	2017-2574	Special District Services, Inc.	Sept 2017 Website fee	125.00
Total 01-1570 · Website Management					<u>125.00</u>
01-1601 · Security Services					
	09/30/2017	20029583	Kent Security of Palm Beach, Inc.	inv# 20029583 security services Sept 2017	21,425.68
Total 01-1601 · Security Services					<u>21,425.68</u>
01-1603 · Gatehouse Maintenance					
	09/01/2017	19121	AT&I Systems	inv# 19121 all inclusive service gate maintenance 9/1/17-9/30/17	660.00
	09/13/2017	WO-9482	AT&I Systems	inv# WO-9482 Hurrican Irma preparation	170.00
	09/14/2017	19205	AT&I Systems	replace existing non working Linear Keypad on West pedestrian gate entrance	404.32
Total 01-1603 · Gatehouse Maintenance					<u>1,234.32</u>

Walnut Creek Community Development District
Expenditures
September 2017

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
01-1606 · Guard house-Visitor Passes					
	09/20/2017	2902	John Zollo Graphic Designs Inc	inv# 2902 daily passes (12,000)	625.00
Total 01-1606 · Guard house-Visitor Passes					<u>625.00</u>
01-1802 · Lawn (Landscape) Maintenance					
	09/01/2017	20605	Mainguy Landscape Services	inv# 20605 landscape maintenance service for September 2017	6,424.33
Total 01-1802 · Lawn (Landscape) Maintenance					<u>6,424.33</u>
01-1803 · Lake & Preserve Maintenance					
	09/01/2017	129240	Allstate Resource Management, Inc.	mitigation area maintenance and lake mgmt services September 2017	2,838.00
Total 01-1803 · Lake & Preserve Maintenance					<u>2,838.00</u>
01-1808 · Irrigation Maintenance					
	09/21/2017	69672	Spraypro	remove and reinstall irrigation motor with mump for rebuilding purposes	471.80
Total 01-1808 · Irrigation Maintenance					<u>471.80</u>
01-1814 · Electricity					
	09/19/2017	04574-72025	FPL	acct# 04574-72025 (8/18/17-9/19/17)	254.52
	09/19/2017	36358-71365	FPL	acct# 36358-71365 (8/18/17-9/19/17)	4,632.32
	09/19/2017	49811-50255	FPL	acct# 49811-50255 (8/18/17-9/19/17)	9.84
	09/19/2017	54061-43023	FPL	acct# 54061-43023 (8/18/17-9/19/17)	126.77
	09/19/2017	63522-34022	FPL	acct# 63522-34022 (8/18/17-9/19/17)	400.79
	09/19/2017	63714-09001	FPL	acct# 63714-09001 (8/18/17-9/19/17)	31.97
	09/19/2017	91603-83023	FPL	acct# 91603-83023 (8/18/17-9/19/17)	275.96
Total 01-1814 · Electricity					<u>5,732.17</u>
01-1816 · Telephone					
	09/01/2017		Comcast (8939)	Acct# 8495751000518939 Service for 1800 NW 76th Ave (9/4/17-10/3/17)	303.21
	09/01/2017		Comcast (9044)	acct# 8495751000519044 service for 2400 NW 76th Ave (service 9/4/17-10/3/17)	303.21
	09/15/2017	56885419	Comcast (Voice 8931)	Inv# 56885419 account# 904688931	132.72
Total 01-1816 · Telephone					<u>739.14</u>
01-1817 · Water & sewer					
	09/25/2017		City of Pembroke Pines	Acct# 05-551-00002-0017 (East Fountain) 9/25/17	14.93
	09/25/2017		City of Pembroke Pines	Acct# 05-551-00002-0018 (West Fountain) 9/25/17	369.22
	09/25/2017		City of Pembroke Pines	Acct# 05-551-00000-0026 (1800 NW 76 Ave) 9/25/17	32.30
Total 01-1817 · Water & sewer					<u>416.45</u>
01-1824 · Streetlight Maintenance					
	09/19/2017	1452a	Hypower Electric Services Inc	inv# 1452a replaced corn cob fixture	268.50
Total 01-1824 · Streetlight Maintenance					<u>268.50</u>
01-1831 · Storm clean up					
	09/18/2017	20629	Mainguy Landscape Services	inv# 20629 post storm clean up services thru 9/18/17	9,570.00
	09/20/2017	32542	Signs to Go, Inc.	inv# 32542 one stop sign with nuts and bolts	79.00
	09/21/2017	1486	Hypower Electric Services Inc	inv# 1486 reshape and repaired 6 light fixture light top caps	492.25
	09/25/2017	20676	Mainguy Landscape Services	inv# 20676 post storm clean up services thru 9/24/17	4,537.50
	09/29/2017	1515	Hypower Electric Services Inc	covered all light poles that were missing the top cover with a bag and secured with z...	291.63
	09/30/2017	20692	Mainguy Landscape Services	inv# 20692 post storm clean up services thru 10/1/17	9,390.00
Total 01-1831 · Storm clean up					<u>24,360.38</u>

Walnut Creek Community Development District

Expenditures

September 2017

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
01-2311 · Operations Management					
	09/30/2017	2017-2574	Special District Services, Inc.	Sept 2017 Field Operations fee	1,000.00
Total 01-2311 · Operations Management					<u>1,000.00</u>
Total Expenditures					<u>80,838.04</u>

Walnut Creek Community Development District
Expenditures
October 2017

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Expenditures					
01-1307 · Payroll tax expense					
	10/04/2017	PR 10/5/201		mtg 10/3/17, PR 10/5/17 (Ross, Cook, Levenson, Munju)	61.20
Total 01-1307 · Payroll tax expense					<u>61.20</u>
01-1308 · Supervisor Fees					
	10/04/2017	PR 10/5/201		mtg 10/3/17, PR 10/5/17 (Ross, Cook, Levenson, Munju)	800.00
Total 01-1308 · Supervisor Fees					<u>800.00</u>
01-1310 · Engineering					
	10/15/2017	55	Johnson Engineering, Inc.	inv# 55 project# 20139298-000 engineering thru 10/15/17	1,611.25
Total 01-1310 · Engineering					<u>1,611.25</u>
01-1311 · Management Fees					
	10/31/2017	2017-2927	Special District Services, Inc.	Inv# 2017-2927 Management Fee October 2017	3,575.00
Total 01-1311 · Management Fees					<u>3,575.00</u>
01-1450 · Insurance					
	10/01/2017	6222	Egis Insurance and & Risk Advisors	Inv# 6222 policy# 100117507 10/1/17-10/1/18	12,951.00
Total 01-1450 · Insurance					<u>12,951.00</u>
01-1512 · Miscellaneous					
	10/04/2017	PR 10/5/201		mtg 10/3/17, PR 10/5/17 (Ross, Cook, Levenson, Munju)	52.20
	10/31/2017	2017-2927	Special District Services, Inc.	Sept 2017 conference calls	25.81
	10/31/2017	2017-2927	Special District Services, Inc.	Sept 2017 document storage	13.35
	10/31/2017	2017-2927	Special District Services, Inc.	Sept 2017 Travel	381.57
	10/31/2017	2017-2927	Special District Services, Inc.	wood for pump station	32.24
Total 01-1512 · Miscellaneous					<u>505.17</u>
01-1513 · Postage and Delivery					
	10/31/2017	2017-2927	Special District Services, Inc.	Sept 2017 FedEx	32.12
	10/31/2017	2017-2927	Special District Services, Inc.	Sept 2017 postage	3.22
Total 01-1513 · Postage and Delivery					<u>35.34</u>
01-1514 · Office Supplies					
	10/05/2017		Office Depot Credit Plan	Acct# 6011564220516305	625.93
	10/31/2017	2017-2927	Special District Services, Inc.	Sept 2017 copier charges	79.50
	10/31/2017		Office Depot Credit Plan	Acct# 6011564220516305	809.88
Total 01-1514 · Office Supplies					<u>1,515.31</u>
01-1540 · Dues, License & Subscriptions					
	10/02/2017	70453	Department of Economic Opportunity	Inv# 70453 FY 2017/2018 Special District Fee	175.00
Total 01-1540 · Dues, License & Subscriptions					<u>175.00</u>
01-1570 · Website Management					
	10/31/2017	2017-2927	Special District Services, Inc.	October 2017 Website fee	125.00
Total 01-1570 · Website Management					<u>125.00</u>
01-1601 · Security Services					
	10/31/2017	20029730	Kent Security of Palm Beach, Inc.	inv# 20029730 security services Oct 2017	23,403.04
Total 01-1601 · Security Services					<u>23,403.04</u>

Walnut Creek Community Development District
Expenditures
October 2017

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
01-1603 · Gatehouse Maintenance					
	10/01/2017	19260	AT&I Systems	inv# 19260 all inclusive service gate maint contract Oct 2017	660.00
	10/04/2017	50678	1st Solution Pest Control	inv# 50678 bi monthly regular service of pest control	140.00
Total 01-1603 · Gatehouse Maintenance					<u>800.00</u>
01-1803 · Lake & Preserve Maintenance					
	10/01/2017	129869	Allstate Resource Management, Inc.	mitigation area maintenance and lake mgmt services October 2017	2,838.00
Total 01-1803 · Lake & Preserve Maintenance					<u>2,838.00</u>
01-1808 · Irrigation Maintenance					
	10/30/2017	7309	Sullivan Electric & Pump, Inc.	Inv# 7309 quote# 8454-replace 10 HP motor	4,524.00
Total 01-1808 · Irrigation Maintenance					<u>4,524.00</u>
01-1814 · Electricity					
	10/18/2017	04574-72025	FPL	acct# 04574-72025 (9/19/17-10/18/17)	244.90
	10/18/2017	36358-71365	FPL	acct# 36358-71365 (9/19/17-10/18/17)	4,632.32
	10/18/2017	49811-50255	FPL	acct# 49811-50255 (9/19/17-10/18/17)	14.84
	10/18/2017	54061-43023	FPL	acct# 54061-43023 (9/19/17-10/18/17)	113.27
	10/18/2017	63522-34022	FPL	acct# 63522-34022 (9/19/17-10/18/17)	224.64
	10/18/2017	63714-09001	FPL	acct# 63714-09001 (9/19/17-10/18/17)	30.55
	10/18/2017	91603-83023	FPL	acct# 91603-83023 (9/19/17-10/18/17)	217.15
Total 01-1814 · Electricity					<u>5,477.67</u>
01-1816 · Telephone					
	10/03/2017		Comcast (8939)	Acct# 8495751000518939 Service for 1800 NW 76th Ave (10/4/17-11/3/17)	303.19
	10/03/2017		Comcast (9044)	acct# 8495751000519044 service for 2400 NW 76th Ave (service 10/4/17-11/3/17)	303.19
	10/15/2017	57851700	Comcast (Voice 8931)	Inv# 57851700 account# 904688931	132.86
Total 01-1816 · Telephone					<u>739.24</u>
01-1817 · Water & sewer					
	10/18/2017		City of Pembroke Pines	Acct# 05-551-00000-0026 (1800 NW 76 Ave) 10/18/17	33.06
	10/18/2017		City of Pembroke Pines	Acct# 05-551-00002-0017 (East fountain) 10/18/17	15.20
	10/18/2017		City of Pembroke Pines	Acct# 05-551-00001-0018 (west fountain) 10/18/17	15.20
Total 01-1817 · Water & sewer					<u>63.46</u>
01-1818 · Field Management					
	10/15/2017		Walnut Creek Community Association, Inc.	1st payment for agreement b/t District & association FY 17/18	2,500.00
Total 01-1818 · Field Management					<u>2,500.00</u>
01-1821 · Waterfall Maintenance					
	10/30/2017	104535	Miami Pool Tech Inc	drain fountain, clean fountain, refill and rebalance chemicals	1,500.00
	10/31/2017	17-04586	Miami Pool Tech Inc	inv# 17-04586 monthly service October 2017	795.00
Total 01-1821 · Waterfall Maintenance					<u>2,295.00</u>
01-1831 · Storm clean up					
	10/08/2017	20712	Mainguy Landscape Services	inv# 20712 post storm clean up services thru 10/8/17	2,712.50

Walnut Creek Community Development District
Expenditures
October 2017

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Total 01-1831 · Storm clean up					2,712.50
01-2311 · Operations Management					
Total 01-2311 · Operations Management	10/31/2017	2017-2927	Special District Services, Inc.	October 2017 Field Operations fee	<u>1,000.00</u>
Total Expenditures					<u>67,707.18</u>

**Walnut Creek CDD
Balance Sheet
As of October 31, 2017**

	<u>Operating Fund</u>	<u>Debt Service (2008) Fund</u>	<u>Debt Service (2010) Fund</u>	<u>General Fixed Assets</u>	<u>Long Term Debt</u>	<u>TOTAL</u>
ASSETS						
Current Assets						
Checking/Savings						
CenterState Bank	550,229.94	0.00	0.00	0.00	0.00	550,229.94
CD's	0.00	0.00	0.00	0.00	0.00	0.00
Total Checking/Savings	550,229.94	0.00	0.00	0.00	0.00	550,229.94
Total Current Assets	550,229.94	0.00	0.00	0.00	0.00	550,229.94
Other Assets						
Investments - Interest Account	0.00	0.00	37,016.25	0.00	0.00	37,016.25
Investments - Reserve Fund	0.00	35,968.08	128,718.70	0.00	0.00	164,686.78
Investments - Revenue Account	0.00	91,618.86	53,732.79	0.00	0.00	145,351.65
Investments - Prepayment Fund	0.00	6,402.82	0.00	0.00	0.00	6,402.82
Investments - Redemption Account	0.00	0.00	455.66	0.00	0.00	455.66
Investments - Principal	0.00	0.00	5,000.00	0.00	0.00	5,000.00
Petty Cash	350.00	0.00	0.00	0.00	0.00	350.00
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00
A/R Interest	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00
Land & Land Improvements	0.00	0.00	0.00	6,327,392.00	0.00	6,327,392.00
2010 Project Improvements	0.00	0.00	0.00	1,746,100.00	0.00	1,746,100.00
2014 Improvements	0.00	0.00	0.00	75,434.00	0.00	75,434.00
Infrastructure	0.00	0.00	0.00	3,123,376.00	0.00	3,123,376.00
Equipment	0.00	0.00	0.00	30,534.00	0.00	30,534.00
Depreciation - Infrastructure	0.00	0.00	0.00	-1,956,118.00	0.00	-1,956,118.00
Depreciation - Equipment	0.00	0.00	0.00	-20,626.00	0.00	-20,626.00
Amount Available In DSF (2008)	0.00	0.00	0.00	0.00	133,989.76	133,989.76
Amount Available In DSF (2010)	0.00	0.00	0.00	0.00	224,923.40	224,923.40
Amount To Be Provided	0.00	0.00	0.00	0.00	2,251,086.84	2,251,086.84
Total Other Assets	350.00	133,989.76	224,923.40	9,326,092.00	2,610,000.00	12,295,355.16
TOTAL ASSETS	550,579.94	133,989.76	224,923.40	9,326,092.00	2,610,000.00	12,845,585.10
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accrued Expense Sundry	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	51,324.41	0.00	0.00	0.00	0.00	51,324.41
Total Current Liabilities	51,324.41	0.00	0.00	0.00	0.00	51,324.41
Long Term Liabilities						
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	1,295,000.00	1,295,000.00
Special Assessment Debt (2010)	0.00	0.00	0.00	0.00	1,315,000.00	1,315,000.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00	2,610,000.00	2,610,000.00
Total Liabilities	51,324.41	0.00	0.00	0.00	2,610,000.00	2,661,324.41
Equity						
Retained Earnings	566,962.71	133,922.29	224,800.78	-1,976,744.00	0.00	-1,051,058.22
Net Income	-67,707.18	67.47	122.62	0.00	0.00	-67,517.09
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assets	0.00	0.00	0.00	11,302,836.00	0.00	11,302,836.00
Total Equity	499,255.53	133,989.76	224,923.40	9,326,092.00	0.00	10,184,260.69
TOTAL LIABILITIES & EQUITY	550,579.94	133,989.76	224,923.40	9,326,092.00	2,610,000.00	12,845,585.10

**Walnut Creek CDD
Debt Service (Series 2008) Profit & Loss Report October 2017**

	Annual Budget 10/1/17 - 9/30/18	Actual Oct-17	Year To Date Actual 10/1/17 - 10/31/17
Revenues			
Interest Income	25	0	67
NAV Tax Collection	358,031	0	0
Bond Prepayments	0	0	0
Total Revenues	\$ 358,056	\$ -	\$ 67
Expenditures			
Principal Payments	300,000	0	0
Additional Principal Payments	792	0	0
Interest Payments	57,264	0	0
Total Expenditures	\$ 358,056	\$ -	\$ -
Excess/ (Shortfall)	\$ -	\$ -	\$ 67

**Walnut Creek CDD
Debt Service (Series 2010) Profit & Loss Report October 2017**

	Annual Budget 10/1/17 - 9/30/18	Actual Oct-17	Year To Date Actual 10/1/17 - 10/31/17
Revenues			
Interest Income	25	0	123
NAV Tax Collection	122,488	0	0
Bond Prepayments	0	0	0
Total Revenues	\$ 122,513	\$ -	\$ 123
Expenditures			
Principal Payments	45,000	0	0
Additional Principal Payments	5,539	0	0
Interest Payments	71,974	0	0
Total Expenditures	\$ 122,513	\$ -	\$ -
Excess/ (Shortfall)	\$ -	\$ -	\$ 123

**WALNUT CREEK CDD
TAX COLLECTIONS
2017 - 2018**

#	ID#	Payment From	DATE	FOR	Tax Collect Receipts Gross	Interest Received	Commission Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maintenance Assessment Income (Before Discounts & Fees)	Series 2008 Debt Assessment Income (Before Discounts & Fees)	Series 2010 Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maintenance Assessment Income (After Discounts & Fees)	Series 2008 Debt Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Income (After Discounts & Fees)	Series 2008 Debt Assessment Paid to Trustee	Series 2010 Debt Assessment Paid to Trustee
									\$2,197,440	\$164,495	\$1,521,755	\$380,884	\$130,306	\$164,495	\$1,521,755	\$380,884	\$130,306		
									\$2,065,594	\$153,375	\$1,431,700	\$358,031	\$122,488	\$153,375	\$1,431,700	\$358,031	\$122,488	\$358,031	\$122,488
1	1	Broward Cty Tax Collector	11/21/17	NAV Taxes	\$ 425,775.56		\$ (8,172.64)	\$ (17,143.67)	\$ 400,459.25	\$ 31,890.56	\$ 294,849.55	\$ 73,786.90	\$ 25,248.55	\$ 29,994.35	\$ 277,318.00	\$ 69,399.60	\$ 23,747.30	\$ 69,399.60	\$ 23,747.30
2									\$ -									\$ -	\$ -
3									\$ -									\$ -	\$ -
4									\$ -									\$ -	\$ -
5									\$ -									\$ -	\$ -
6									\$ -									\$ -	\$ -
7									\$ -									\$ -	\$ -
8									\$ -									\$ -	\$ -
9									\$ -									\$ -	\$ -
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12									\$ -									\$ -	\$ -
13									\$ -									\$ -	\$ -
14									\$ -									\$ -	\$ -
15									\$ -									\$ -	\$ -
16									\$ -									\$ -	\$ -
17									\$ -									\$ -	\$ -
18									\$ -									\$ -	\$ -
					\$425,775.56	\$ -	\$ (8,172.64)	\$ (17,143.67)	\$ 400,459.25	\$ 31,890.56	\$ 294,849.55	\$ 73,786.90	\$ 25,248.55	\$ 29,994.35	\$ 277,318.00	\$ 69,399.60	\$ 23,747.30	\$ 69,399.60	\$ 23,747.30

Note: \$2,197,440, \$164,495, \$1,521,755, \$380,884 and \$130,306 are 2017/2018 budgeted assessments before discounts and fees.
 \$2,065,594, \$153,375, \$1,431,700, \$358,031 and \$122,488 are 2017/2018 budgeted assessments after discounts and fees.

\$ 425,775.56	
\$ -	\$ 400,459.25
\$ (31,890.56)	\$ (29,994.35)
\$ (294,849.55)	\$ (277,318.00)
\$ (73,786.90)	\$ (69,399.60)
\$ (25,248.55)	\$ (23,747.30)
\$ -	\$ -

DISTRICT ENGINEER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 (the "Effective Date"), by and between:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida, located in Pembroke Pines, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

CRAIG A. SMITH & ASSOCIATES, INC., a Florida corporation, whose address is 7777 Glades Road, Suite 410, Boca Raton, Florida 33434 (the "Engineer").

WHEREAS, District solicited for proposals to serve as Engineer for the District in accordance with Section 190.033 and 287.055, Florida Statutes; and

WHEREAS, Engineer responded to the solicitation submitting its Response to Request for Qualifications, dated September 25, 2017; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the number one most qualified firm to serve as Engineer for the District and authorized negotiation of an agreement with Engineer; and

WHEREAS, in addition to general professional engineering services, District intends to employ Engineer to perform engineering, surveying, subsurface utility engineering (SUE), construction management, planning, landscaping, environmental management and permitting, financial and economic studies, grant solicitation assistance, as defined in separate work authorizations; and

WHEREAS, Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to District during the performance of his services.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1 – SCOPE OF SERVICES

- A. The Engineer will provide professional engineering services on a continuing basis, including but not limited to:
1. Prepare any necessary reports and attend meetings of the District's Board of Supervisors, as requested by the District Board of Supervisors.
 2. Assistance in meeting with necessary parties pertaining to bond issues, special reports, South Florida Water Management District Water Use Compliance Reports for

- water use permit 06-02865-w, District projects, regulatory permit applications, grants specialists, FEMA meetings, feasibility studies or other tasks.
3. Field and office surveys for projects as assigned by the District; all engineering tasks necessary for design, construction, testing or review of District infrastructure.
 4. Review of all permit application packages for proposed development within the District and which requires the use or connectivity to District infrastructure.
 5. Facilities management and planning.
 6. Project cost estimates.
 7. Preparation of applications and supporting document for District projects.
 8. Performance of any other duties related to the provision of District infrastructure, property, services, and public improvements, as requested by the Board of Supervisors.
 9. Land surveying services.
 10. Topographic surveying services.
 11. Staking and layout work for construction.
- B. The Engineer shall prepare construction drawings and specifications for the type of work as directed by the Board of Supervisors of the District. This may include rendering assistance in the drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, attend pre-bid conferences, preparing bid tabulation sheets, evaluating proposals and bids, and any other activity required by the Board of Supervisors.
- C. The Engineer shall provide general services during the construction phase of District projects, including, but not limited to:
1. Periodic visits to the site, or full time services, as directed by the District.
 2. Processing and review of contractors' pay estimates and pay requests.
 3. Final inspection and requested certificates for construction including the final certification of construction.
 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer".
 5. Prepare change orders, as necessary for approval by District.
 6. Receive and review all as-built drawings and inspection reports for compliance with any contract documents or governmental standards for the project.
 7. Any other activity related to construction as authorized by the Board of Supervisors.
- D. The followings items of work are not to be included in the Engineer's fee as stated above, but shall be accomplished under supervision of the Engineer:
1. Tests of material and underground explorations
 2. Aerial photographs
- E. Additional Services
1. If requested by District and agreed to by Engineer, Engineer agrees to perform additional services hereunder. District shall be obligated to pay Engineer for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with Schedule "A", plus reimbursable expenses as incurred by Engineer, unless a lump sum

addendum to this Agreement is executed by the parties, which addendum addresses the additional services.

2. Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to Engineer, a change in the scope or concept of the project initiated by District, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.
3. If the preceding scope of services includes public agency permitting, quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to the scope of services under this Agreement.

F. Special Consultants. When authorized in writing by District, additional special consulting services shall be paid for on a cost plus fee basis to be determined on a case-by-case basis.

ARTICLE 2 – METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the Agreement shall be at the sole option of the District and as agreed to by the Engineer.

ARTICLE 3 – COMPENSATION

A. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

1. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
2. Hourly Personnel Rates – For services or projects where scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in Schedule "A".

B. Payments and Invoicing

1. Invoices shall be submitted by Engineer to District on no more than a monthly basis for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. District may request reasonable changes to Engineer's standard invoice format. Invoices shall be submitted monthly based on the percentage completed for lump sum contracts unless

specifically agreed otherwise. On a time and material contract, invoices shall be submitted in accordance with Schedule "A".

2. In the event of any dispute concerning the accuracy of content contained in any invoice, District will notify Engineer in writing of the exact nature and amount of the dispute within five (5) days of the Meeting of the District Board of Supervisors in which the invoice was considered by said Board. Any invoice not questioned within the time period referenced herein shall be deemed payable. In the event an invoice or portion of an invoice is timely disputed, District shall be obligated to pay the undisputed portion of the invoice.
3. District shall make payment due Engineer for services and expenses within sixty (60) days from the date the invoice is received by District and in accordance with Florida law.
4. Invoices shall be sent by Engineer to District Manager of the District.

ARTICLE 4 – REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses listed as follows:

- A. Expenses of transportation and living when traveling outside of Broward County in connection with a District project, for long distance calls or long distance facsimiles, and fees paid for securing approval of authorities having jurisdiction over any District project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the approval of the District Manager.
- B. Expenses of reproduction, postage and handling of drawings and specifications except those use for in-house purposes by Engineer. Engineer agrees to minimize the use of overnight delivery services to limit the incurring of such expenses to those instances where absolutely necessary or as requested by the District.

ARTICLE 5 – PROFESSIONAL STANDARDS

All work performed by Engineer shall be in accordance with the industry professional standards and with applicable governmental regulations. Engineer shall endeavor to obtain all governmental approvals contemplated under this Agreement. However, Engineer does not warrant or represent that any governmental approval will be obtained.

ARTICLE 6 - REUSE OF DOCUMENTS

All original documents including drawings, sketches, specifications, maps, as—built drawings, reports, test reports, etc., furnished by Engineer pursuant to this Agreement are instruments of service, but upon payment therefore shall be the property of the District. They are not intended or represented to be suitable for reuse by District or other on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer.

Photographs of any completed project embodying the service of Engineer provided hereunder may be made by Engineer and shall be considered the property of Engineer and may be published by the Engineer.

ARTICLE 7 – ESTIMATE OF COST

Since Engineer has no control over the cost of labor, materials or equipment or over a contractor’s(s’) methods of determining pricing, or over competitive bidding or market conditions, his opinions or probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 8 – INSURANCE

Engineer shall, at its own expense, maintain insurance with a company or companies authorized to do business in the State of Florida, during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
Employer’s Liability	\$1,000,000 each accident
Disease	\$1,000,000 each employee
Disease	\$1,000,000 policy limit
General Liability (per occurrence)	\$1,000,000
Bodily Injury (including contractual)	\$1,000,000
Property Damage (including contractual)	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000
Products Completion	\$1,000,000
Automobile Liability	
Bodily Injury – combined single limit	\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions (Claims-made)	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured. Engineer shall provide the District with 30 days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 9 – INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, liability of any kind whatsoever, or losses arising out of, because of, or due to a breach of this

Agreement or the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees to covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, F.S.

ARTICLE 10 – TERMS AND TERMINATION

- A. The initial term of this Agreement shall be one (1) year commencing on the Effective Date. The Agreement shall automatically renew for additional periods of one year each, unless otherwise terminated as provided below.
- B. The District may terminate this Agreement, in whole or in part, for non-performance by Engineer or for convenience and without cause, at District's discretion, by providing seven (7) days written notice to Engineer of District's intent to terminate. The Engineer may terminate this Agreement without cause upon sixty (60) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the Agreement, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be paid for service rendered to the date of termination and all reimbursable expenses incurred to the date of termination. Within fifteen (15) days of the effective date of termination, Engineer shall delivery all plans, drawings, records, or other documents, including computerized records, pertaining or in any way connected to any District-related work to the District Manager of District. At its cost and expense, Engineer may keep copies of such records and documents.

ARTICLE 11 – PERFORMANCE

Engineer shall not be considered in default of performance of its obligations hereunder is said performance is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, subcontractors, or any other similar cause or causes beyond the reasonable control of Engineer. Time of performance of Engineer's obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

ARTICLE 12 – ASSIGNMENT AND AMENDMENT

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates or consultants, as Engineer deems appropriate, pursuant to Article 5 herein. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 13 – RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs.

ARTICLE 14 – INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 15 – NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the part set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage paid and addressed as follows:

If to Engineer:	Craig A. Smith & Associates, Inc. 7777 Glades Road, Suite 410 Boca Raton, Florida 33434 Attention: Gene R. Schriener, P.E.
If to District:	Walnut Creek Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attention: District Manager
With a Copy to:	Dennis Lyles, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, P.A. SunTrust Center, Sixth Floor 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301

ARTICLE 16 – ACCOUNTING RECORDS

Records of Engineer pertaining to the services provided hereunder shall be kept on a basis generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

ARTICLE 17 – PUBLIC RECORDS

A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

SPECIAL DISTRICT SERVICES, INC.

**2501A BURNS ROAD
PALM BEACH, FLORIDA 33410
TELEPHONE: 877-737-4922
EMAIL: fware@sdsinc.org**

ARTICLE 18 – AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to be constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

ARTICLE 19 – WAIVER OF JURY TRIAL

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect to any action, proceeding or counterclaim based on this Contract or arising out of, under, or in connection with this Contract or any document or instrument executed in connection with this contract, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject agreement.

ARTICLE 20 – EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 21 – CONTROLLING LAW

Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Broward County, Florida.

ARTICLE 22 – CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 – OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

ARTICLE 24 – SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 25 – ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this District Engineer Agreement to be executed the day and year first above written

ATTEST:

**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

William Cook Chairperson
Board of Supervisors

_____ day of _____, 2017

**CRAIG A. SMITH & ASSOCIATES, INC.,
a Florida corporation**

7777 Glades Road, Suite 410
Boca Raton, Florida 33434
Phone: (561) 314-4445
Fax: (561) 314-4458

By: _____
Gene R. Schriener, P.E., President

State of Florida }
County of _____}

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Gene R. Schriener, President of Craig A. Smith & Associates, Inc., a Florida corporation, who is personally known to me or whom has produced _____ as identification.

Notary Public

Name Typed, printed or stamped

(SEAL)

Commission Expires: _____

Schedule "A"

CRAIG A. SMITH & ASSOCIATES, INC.
2017
HOURLY RATE SCHEDULE

Principals	\$210.00
Court Testimony	\$200.00
Vice President.....	\$175.00
*Senior Supervising Engineer	\$165.00
Supervising Engineer	\$151.00
*Project Manager.....	\$130.00
Project Engineer	\$105.00
Senior Engineering Technician.....	\$112.00
Engineering Technician	\$86.00
CADD Technician	\$81.00
Senior Field Representative	\$112.00
Field Representative.....	\$90.00
Senior Professional Surveyor & Mapper	\$124.00
Professional Surveyor and Mapper	\$108.00
Survey Coordination Manager.....	\$90.00
Survey Technician	\$86.00
Clerical.....	\$55.00
Survey Crew (2-man), Vehicle, Standard Equipment	\$145.00
Survey Crew, Vehicle, GPS	\$180.00
Survey Crew - overtime	\$160.00
Survey Crew (3-man), Vehicle, Standard Equipment	\$185.00
Survey Crew - pile staking.....	\$180.00

CRAIG A. SMITH & ASSOCIATES, INC.

**2017
REIMBURSABLE EXPENSES**

- 3D Scanner Usage \$3,000.00/day
- Computer Usage (CADD) \$2.50/hour
- Reproductions
 - Engineering (24 x 36) \$2.50/sht
 - Engineering Color \$3.50/sht
 - Standard Copies \$0.30/sht
 - Standard Color \$0.40/sht
 - Ledger (11 x 17) \$0.40/sht
 - Ledger Color \$0.55/sht
- Recording & Permit Fees Cost + 10%
- Services of Outside Consultants Cost + 10%
- Federal Express or Courier Services Cost + 10%
- Commercial Air Travel Cost + 10%
- Long Distance Phone Cost + 10%
- Auto Travel Expense \$ 0.56 / mile
- Meals – Per Diem \$35.00
- Lodging Cost + 10%

STORMWATER PONDS BANK REPAIR AGREEMENT

THIS AGREEMENT, made and entered on this ____ day of _____, 2017, by and between **Walnut Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Pembroke Pines, Broward County, Florida (hereinafter referred to as “Owner” or “District”), and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 and **American Shoreline Restoration, Inc.**, a Florida corporation, having its principal office located at 4521 PGA Blvd., Suite 134, Palm Beach Gardens, Florida 33418 (hereinafter called “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, Contractor represents that it possesses the experience, qualifications, equipment, skill, labor, licenses and product necessary for the successful accomplishment of repairing stormwater ponds (the “Work”, as more fully described within this Agreement and specifications set forth in the bid documents attached hereto), for which provision herein is made; and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing the Stormwater Ponds Bank Repairs and related work as provided in the bid documents, more specifically shown on the in the technical specifications and plans prepared by Johnson Engineering, Inc. and subsequently transferred to Craig A. Smith & Associates, Inc. (the “Engineer”); and

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

SECTION 1. RECITALS.

The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK

- A. Contractor shall perform, in accordance with the terms and conditions of this Agreement, all Work required for the Stormwater Ponds Bank Repairs and related work. Except as otherwise specified herein, Contractor shall furnish any and all labor, materials, tools, machinery, equipment, appliances, shoring, and transportation; pay any and all sales, use or excise taxes, as may be applicable; and provide all other facilities which may be necessary for the successful accomplishment of the Work.
- B. The Work shall be performed in accordance with the following, which is attached hereto and made a part hereto as Exhibit A, in globo:

1. CONSTRUCTION BID DOCUMENTS dated August, 2016 are comprised of the following:
 - I. "INSTRUCTIONS TO BIDDERS" (Pages IB-1 – IB-4); and
 - II. "PROPOSAL DOCUMENTS" (Pages P-1 – P-4); and
 - III. "GENERAL CONDITIONS" (Pages GC-1 – GC-22); and
 - IV. "SPECIAL CONDITIONS" (Pages SC-1 – SC-4); and
 - V. "TECHNICALSPECIFICATIONS (Pages TS-1 – TS-8).
2. "DRAWINGS", prepared by Johnson Engineering, Inc.; and
3. All other documents required by or referred to in the aforementioned "GENERAL CONDITIONS".

C. Contractor shall be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof, and will be required to make good at Contractor's own cost any damage or injury to Owner or private property or any person arising out of or in any way connected to Contractor's negligence, acts or omissions or the negligence, acts or omissions of its subcontractors or suppliers.

SECTION 3. COMPENSATION.

A. Owner agrees to compensate the Contractor in accordance with the terms and conditions set forth in this Agreement and Exhibits, a total amount not to exceed **FIVE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED AND 00/100 (\$594,600.00) DOLLARS**, in accordance with the following payment schedule:

1. **\$237,840.00** deposit upon the execution of the Agreement; and
2. **\$5,946.00** per month for a maximum of sixty (60) months until full payment of \$356,760 remaining due under the Agreement (this amount may be paid off earlier than 60 months set forth herein).

It is further understood that Owner shall be responsible, at cost, for the cost of any permit fees required by the City of Pembroke Pines, Broward County, South Florida Water Management District, or other governing entity or agency having jurisdiction thereof.

B. Monthly payments in the amount of \$5,946.00 shall begin upon the commencement of the Work by the Contractor. The Contractor shall obtain certification from the Engineer that the Work has commenced. Upon certification of the Engineer that Work has commenced, the District shall make the first \$5,946.00 monthly payment within ten (10) days. All Work being done and paid for by the District to the Contractor shall include a fully and completely itemized list as to all labor and material furnished and services rendered (the "List"). The List shall be accompanied by evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work

have been paid, which evidence said Engineer may require to be such as is required in order to enable Owner to continue to make payments to Contractor without further liability or possibility of valid lien under the Laws of the State as to the Work. The Engineer will promptly review the List and the accompanying documents provided by the Contractor and accompanying affidavit(s) which may be submitted to him, process the same, advise the Owner of the Work completed, all within five (5) days after receipt by the Engineer of the list.

C. Owner may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on the account of:

1. Defective Work not remedied.
2. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
4. Damage to the Owner not remedied.
5. Reasonable evidence that the Work cannot be completed for the unpaid balance of the time for completion.
6. Reasonable evidence that the Work will not be completed within the time for completion.
7. Persistent failure to carry out the Work in accordance with this Agreement.

D. Final payment, constituting the unpaid balance of the total Agreement amount as set forth herein, shall be paid by the Owner to the Contractor when all outstanding Work has been completed and all controversy regarding the preceding, if any, has been settled to the Owner's satisfaction.

E. Contractor shall be required to furnish Performance and Payment Bonds for the full amount of the Compensation set forth above for the faithful performance of the Agreement and the payment to every person entitled thereto of all claims for labor performed, and materials furnished or in or about under this Agreement to be used or consumed in the Work and as set forth in the Construction Bid Documents.

SECTION 4. TERM.

This Agreement shall commence upon signature, and shall continue until the scope of the Work as described in this Agreement, including all Exhibits, is completed. The Work shall be completed in an expeditious and regular manner, without interruption, to limit inconvenience to the residents of the District and the general public utilizing the District's facilities and improvements. The Work shall be substantially completed by Contractor within three hundred and sixty-five (365) days after the issuance of a Notice to Proceed by Engineer. "Substantially completed" shall mean that geo-tube, coconut mat and sod have been fully installed throughout all lake banks in accordance with the Agreement.

SECTION 5. . REMEDY FOR DELAY.

A. In the event of any delay in the Work caused by any act or omission of the District, its agents or employees, by delays in the permitting/approval of the Work, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the Work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the Work within the time allocated by this Agreement.

D. All requests for extension of time to complete the Work shall be made in writing to the Owner.

E. The Contractor shall pay the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each and every calendar day of delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Project. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the District, estimated at or before the time of executing this Agreement. When the District reasonably believes that Substantial Completion will be delayed, the District shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the District to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the District has withheld payment, the District shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

SECTION 6. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to

perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premium.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 13 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

D. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 8. ENFORCEMENT.

A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES.

In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

SPECIAL DISTRICT SERVICES, INC.

2501A BURNS ROAD

PALM BACH GARDENS, FLORIDA 33410

TELEPHONE: 877-737-4922

EMAIL: FWARE@SDSINC.ORG

SECTION 11. CANCELLATION.

The District shall also have the right to cancel this Agreement for convenience at any time and has the right to cancel after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 12. WARRANTY.

The Contractor fully warrants its installation work as well as the materials utilized for the Project for a period of ten (10) years after final acceptance by the District, which warranty protects against slippage and product defects to geo-tubes, but which warranty excludes damages directly attributable to natural disasters, acts of God, or damage caused by other persons. The Contractor shall provide all labor, equipment, and materials necessary to remedy any such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within forty-five (45) days of receipt of the written notice from District.

SECTION 13. INSURANCE.

The Contractor, and any subcontractors, shall, during the continuance of the Work under the Contract, including Extra Work in connection therewith, take out, pay for, and maintain, the following insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in the Contractor's name with limits of liability under the Employer's Liability portion of not less than \$100,000, containing a waiver of subrogation in favor of the Agent executed by the insurance company.
- B. Public Liability Insurance including Contractor's Protective Liability in Contractor's name, with bodily injury limits of not less than \$1,000,000 per person, and \$2,000,000 per accident and property damage limits of not less than \$2,000,000.
- C. Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in Section 3.39. Limits of liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.
- D. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than

\$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 for property damage.

- E. Umbrella Liability Insurance in Contractor's name will be maintained as part of the liability insurance of the Contractor and, such policy shall be excess of the Employer's Liability, Contractual Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance. Limits of Umbrella liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

All of the above insurance should be covered by the same insurance company and said company shall be authorized to do business under the laws of this State.

Certificates evidencing such insurance shall be filed with the District before Work is started. No change or cancellation in insurance shall be made without ten (10) days written notice to the District and the certificates shall so provide. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under the paragraph and such insurance has been approved by the District, nor shall the Contractor allow any subcontractor to commence Work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance as above stated.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates and approval of such certificates, insurance, riders and endorsements by the District shall not relieve the Contractor of his liability and obligations under all the provisions of the Agreement.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

SECITON 14. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 15. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

OWNER/DISTRICT: **Walnut Creek Community Development District**
2401A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: **American Shoreline Restoration, Inc.**
4521 PGA Blvd., Suite 134
Palm Beach Gardens, Florida 33418
Attention: William Anderson

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES.

It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT.

This instrument with all exhibits attached shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT.

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT.

Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. WAIVER OF JURY TRIAL.

District and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have o a trial by jury in respect to any action, proceeding, lawsuit, or counterclaim based upon this Agreement, arising out of, or in connection with the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

SECTION 22. CONFLICTS.

In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibits, then this main Agreement instrument shall control.

SECTION 23. VENUE.

In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said parties have hereto caused their names to be affixed as of the day and year first set forth above.

IN THE PRESENCE OF:

WITNESSES

CONTRACTOR:

**AMERICAN SHORELINE RESTORATION,
INC.**

By: _____
Title: _____

_____ day of _____, 2017

OWNER/DISTRICT:

**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson

ATTEST:

Secretary/Assistant Secretary

_____ day of _____, 2017

Walnut Creek Water Usage Data 2017

(Million Gallons)

Permit: 06-02865-W

	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Pump A	0.11	0.12	0.11	0.24	0.27	0.32	0.32	0.32	0.14	0.14	0.00	0.00	0.00	1.98
Pump B	0.76	0.89	0.92	0.46	0.52	1.32	1.25	1.25	0.94	0.94	0.00	0.00	0.00	8.49
Well C	0.77	0.92	0.33	1.08	0.54	1.35	1.24	1.24	0.93	0.93	0.00	0.00	0.00	8.55
Pump D	1.03	1.63	1.12	1.31	1.17	2.19	1.32	1.32	0.34	0.34	0.00	0.00	0.00	10.74
Pump E	2.82	0.75	0.88	0.81	0.98	1.58	0.31	0.31	0.47	0.47	0.00	0.00	0.00	6.56
Pump F	1.68	0.31	2.27	2.13	2.22	3.41	0.80	0.80	1.36	1.36	0.00	0.00	0.00	14.67
Pump G	2.37	1.32	1.69	1.78	1.91	0.59	0.02	0.02	0.04	0.04	0.00	0.00	0.00	7.41
Pump H	3.32	1.61	1.84	2.68	3.28	3.73	0.94	0.94	1.98	1.98	0.00	0.00	0.00	18.98
Pump I	0.34	0.36	0.67	0.33	0.36	0.35	0.35	0.35	0.17	0.17	0.00	0.00	0.00	3.11
Pump J	1.11	1.16	0.63	0.71	1.06	1.27	0.33	0.33	0.47	0.47	0.00	0.00	0.00	6.43
Total	14.30	9.07	10.47	11.53	12.31	16.11	6.87	6.87	6.84	6.84	0.00	0.00	0.00	86.92

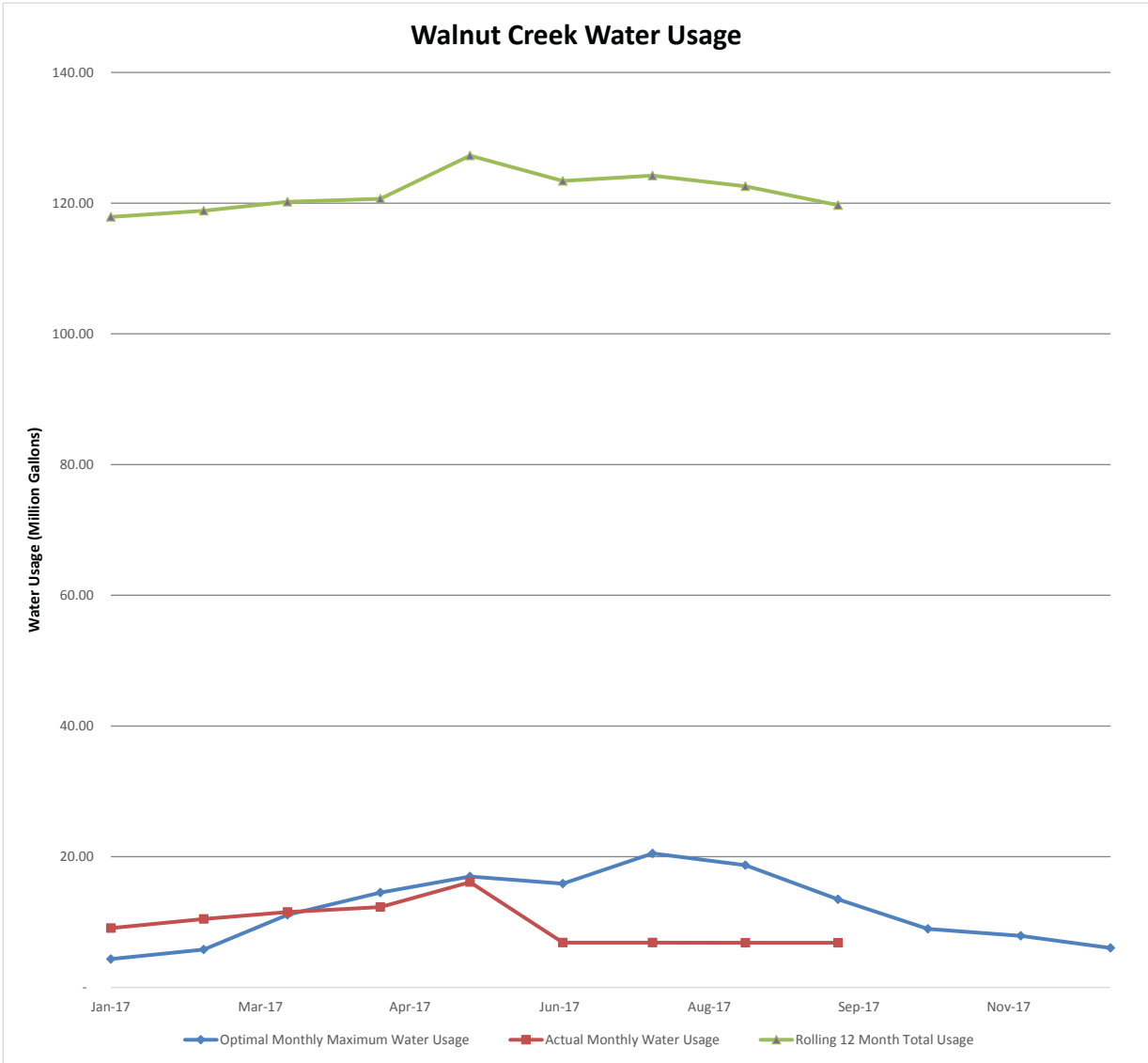
	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Optimal Monthly Maximum Water Usage	6.04	4.35	5.81	11.12	14.5	16.97	15.89	20.51	18.7	13.47	8.96	7.89	6.04	144.21
Actual Monthly Water Usage	14.30	9.07	10.47	11.53	12.31	16.11	6.87	6.87	6.84	6.84				86.91
Percentage of Maximum Used	237%	209%	180%	104%	85%	95%	43%	33%	37%	51%	0%	0%	0%	60%
Percent Difference	137%	109%	80%	4%	-15%	-5%	-57%	-67%	-63%	-49%	-100%	-100%	-100%	-40%

Drought Irrigation (Given)	1.57	1.13	1.51	2.89	3.77	4.41	4.13	5.33	4.86	3.5	2.33	2.05	1.57
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Rolling 12-month usage (144.2MG) 118.82 117.89 118.84 120.22 120.66 127.27 123.41 124.23 122.59 119.70
 Maximum Month (20.5MG)

NOTE: Pumps A, G & H new meters installed January 2017. January Monthly Water Usage based on average of January 2013 through 2016 for Pumps A, G, & H

NOTE: Consumption from the period of June 1, 2017 to July 31st is split equally per R Mainguy



Walnut Creek Water Usage Data 2017

(Million Gallons)

Permit: 06-02865-W

	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Pump A	0.11	0.12	0.11	0.24	0.27	0.32	0.32	0.32	0.14	0.14	0.13	0.00	0.00	2.11
Pump B	0.76	0.89	0.92	0.46	0.52	1.32	1.25	1.25	0.94	0.94	0.06	0.00	0.00	8.55
Well C	0.77	0.92	0.33	1.08	0.54	1.35	1.24	1.24	0.93	0.93	0.09	0.00	0.00	8.64
Pump D	1.03	1.63	1.12	1.31	1.17	2.19	1.32	1.32	0.34	0.34	0.60	0.00	0.00	11.35
Pump E	2.82	0.75	0.88	0.81	0.98	1.58	0.31	0.31	0.47	0.47	0.43	0.00	0.00	6.99
Pump F	1.68	0.31	2.27	2.13	2.22	3.41	0.80	0.80	1.36	1.36	1.22	0.00	0.00	15.89
Pump G	2.37	1.32	1.69	1.78	1.91	0.59	0.02	0.02	0.04	0.04	0.28	0.00	0.00	7.69
Pump H	3.32	1.61	1.84	2.68	3.28	3.73	0.94	0.94	1.98	1.98	1.90	0.00	0.00	20.88
Pump I	0.34	0.36	0.67	0.33	0.36	0.35	0.35	0.35	0.17	0.17	0.47	0.00	0.00	3.58
Pump J	1.11	1.16	0.63	0.71	1.06	1.27	0.33	0.33	0.47	0.47	0.42	0.00	0.00	6.85
Total	14.30	9.07	10.47	11.53	12.31	16.11	6.87	6.87	6.84	6.84	5.61	0.00	0.00	92.53

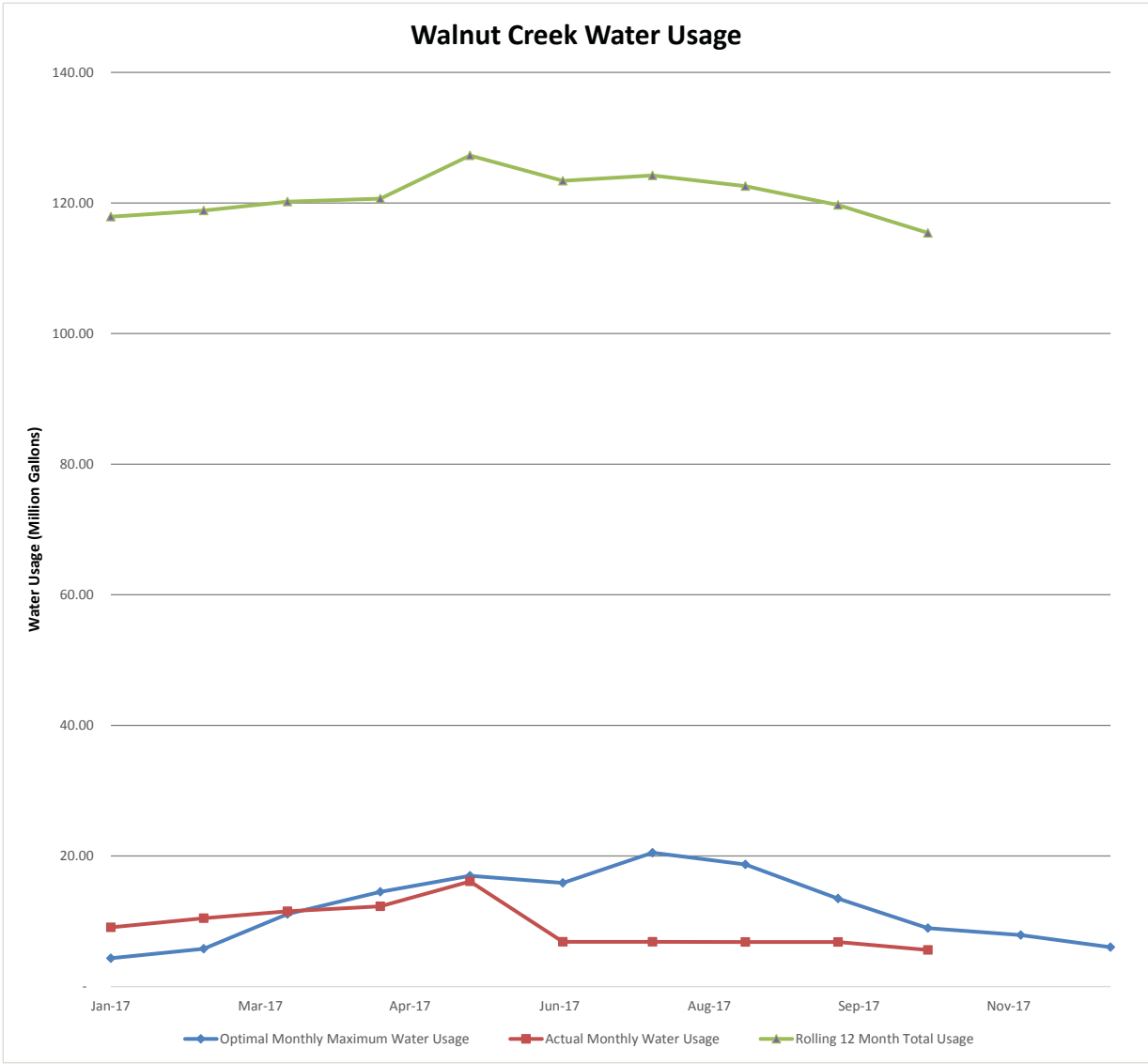
	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Optimal Monthly Maximum Water Usage	6.04	4.35	5.81	11.12	14.5	16.97	15.89	20.51	18.7	13.47	8.96	7.89	6.04	144.21
Actual Monthly Water Usage	14.30	9.07	10.47	11.53	12.31	16.11	6.87	6.87	6.84	6.84	5.61			92.52
Percentage of Maximum Used	237%	209%	180%	104%	85%	95%	43%	33%	37%	51%	63%	0%	0%	64%
Percent Difference	137%	109%	80%	4%	-15%	-5%	-57%	-67%	-63%	-49%	-37%	-100%	-100%	-36%

Drought Irrigation (Given)	1.57	1.13	1.51	2.89	3.77	4.41	4.13	5.33	4.86	3.5	2.33	2.05	1.57
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Rolling 12-month usage (144.2MG) 118.82 117.89 118.84 120.22 120.66 127.27 123.41 124.23 122.59 119.70 115.42
 Maximum Month (20.5MG)

NOTE: Pumps A, G & H new meters installed January 2017. January Monthly Water Usage based on average of January 2013 through 2016 for Pumps A, G, & H

NOTE: Consumption from the period of June 1, 2017 to July 31st is split equally per R Mainguy



WALNUT CREEK COMMUNITY

South Florida Water Management District
 ATTN: Water Usage Regulation District (4320)
 PO BOX 24680
 West Palm Beach, FL 33416-4680

Permit Number: 06-02865-W
 Issued to Walnut Creek Community Development District
2017 Monthly Meter Readings

Mainguy Landscape Services

Location	Jan – 2017	Feb – 2017	Mar – 2017	Apr – 2017	May – 2017	Jun – 2017	Jul – 2017	Aug – 2017	Sep – 2017	Oct – 2017	Nov – 2017	Dec – 2017
Pool area * Well C ID#148125	21,421,000	21,749,860	22,830,800	23,367,800	24,713,500	25,951,050	27,188,600	28,118,612	29,048,625	29,138,651		
Taft Area * Well D ID#148127	3,861,500	4,983,100	6,293,000	7,458,600	9,648,800	10,972,800	12,296,800	12,637,741	12,978,682	13,581,246		
Sheridan * Well J ID#148149	52,893,390	53,522,640	54,227,940	55,291,330	56,561,120	56,891,133	57,221,146	57,691,238	58,161,329	58,580,241		

* Denotes pumps controlled by the CDD. All other pumps controlled by the HOA.

WALNUT CREEK COMMUNITY

South Florida Water Management District
 ATTN: Water Usage Regulation District (4320)
 PO BOX 24680
 West Palm Beach, FL 33416-4680

Permit Number: 06-02865-W
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2017 Monthly Meter Readings

Mainguy Landscape Services

Location	Jan – 2017	Feb – 2017	Mar – 2017	Apr – 2017	May – 2017	Jun – 2017	Jul – 2017	Aug – 2017	Sep – 2017	Oct – 2017	Nov – 2017	Dec – 2017
Maple Grove Well E	74,882,690	75,762,240	76,567,710	77,545,890	79,130,800	79,438,719	79,746,638	80,220,633	80,694,628	81,120,356		
Maple Glen Well F	21,977,770	24,250,620	26,381,410	28,602,350	32,013,090	32,812,313	33,611,536	34,975,002	36,338,468	37,560,543		
Willow Reach Well G	(new meter) 62,880	1,753,770	3,535,800	5,445,820	6,038,190	6,058,212	6,078,234	6,114,330	6,150,425	6,435,216		
Mahogany Bend Well H	(new meter) 14,740	1,854,220	4,535,170	7,813,350	11,543,600	12,483,973	13,424,346	15,403,836	17,383,326	19,283,646		

WALNUT CREEK COMMUNITY

South Florida Water Management District
 ATTN: Water Usage Regulation District (4320)
 PO BOX 24680
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Permit Number: 06-02865-W
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2017 Monthly Meter Readings

Mainguy Landscape Services

Location	Jan – 2017	Feb – 2017	Mar – 2017	Apr – 2017	May – 2017	Jun – 2017	Jul – 2017	Aug – 2017	Sep – 2017	Oct – 2017	Nov – 2017	Dec – 2017
Swimming Pool & CH Well B	77,828,440	78,752,530	79,214,380	79,733,990	81,050,460	82,299,230	83,548,000	84,484,812	85,421,624	85,484,644		
Model Homes Well I	14,998,800	15,666,210	15,999,530	16,363,030	16,711,440	17,059,450	17,407,460	17,579,206	17,750,953	18,220,642		
Palm Brook Well A	(new meter) 4,470	118,270	360,040	629,340	947,270	1,264,270	1,581,270	1,722,111	1,862,953	1,995,842		



1855 SOUTH FLAMINGO ROAD | DAVIE, FL 33325
TEL (877) 741-3030 | FAX (877) 741-3454
www.mainguy.com

MEMORANDUM

TO: Gloria Perez
FROM: Rob Mainguy
SUBJ: Walnut Creek CDD – Hurricane-related Landscape Deficiencies
DATE: November 27, 2017

You have asked us to assess the grounds and advise you of the new landscaping needed to remediate deficiencies caused by Hurricane Irma. Our assessment and recommendations appear below:

Sheridan Street Entrance

1. Install 4 Cocos nucifera 'Coconut Palms' (12-14' o.a.).
2. Install 165 Dianella 'Blueberry Flax' (3 gal.).
3. Install 80 Ixora 'Nora Grant' (3 gal.).

Estimated Budget - \$5,562.50

Taft Street Entrance

1. Install 2 Bismarckia nobilis 'Bismarck Palms' (12' o.a.).
2. Install 2 Jatropha hastata 'Jatropha' (25 gal.).
3. Install 60 Neomarica 'Walking Iris' (3 gal.).

Estimated Budget - \$5,500.00

Taft Street Buffer

1. Install 25 Bougainvillia 'Purple' (7 gal.).
2. Install 18 Ficus benjamina 'Ficus' (7 gal.).

Estimated Budget - \$2,685.00

Willow Reach

1. Install 4 Ligustrum 'Glossy Privet' (25 gal.).
2. Install 140 Neomarica 'Walking Iris' (3 gal.).

Estimated Budget - \$3,950.00

NW 20th Street

1. Install 3 Magnolia grandiflora 'Magnolia' (25 gal.).
2. Install 1 Cordia sebestena 'Orange Geiger' (25 gal.).
3. Install 8 Ficus benjamina 'Ficus' (7 gal.).

Estimated Budget - \$2,235.00

NW 72nd Avenue

1. Install 4 Crape myrtle 'Purple' (25 gal.; m.l.).

Estimated Budget - \$1,500.00

The foregoing, if all completed, would render a budget of \$21,432.50. Of course, this is only a rough budget. Once the Board decides which areas it would like to address, we will be able to provide more specific pricing in the form of a proposal.

We'll be present at the upcoming meeting to answer any questions or address any of the foregoing in greater detail.

Thank you very much.



DATE: 10/31/2017

T0: Gloria Perez; Jorge Castro;

From: Konstantinos Garbis,

Re: Walnut Creek Security

Security Report

10/01/17

Conducted patrol and Diggy check at this time. Pool area, and playground was check for any violations or anything out of the ordinary. Incident was report by Officer: Neyman, He reported the entrance (L) Sheridan gate was not working correctly. He then turn the gate off, And place a barricade in the location of the problem.

10/02/17

Some cul-de-sac was ticketed due to violations. No other actions was taken.

10/03/17

Some cul-de-sacs was ticketed due to violations. No other actions was taken. At 1052pm. Fine line towing was on property @ 1804 NW 78th way (Palm book) Res: Marc Dumperry, Guard on duty: D.Simboo. Affordable Towing @ 2122 NW 77terr. (park south). Res: Felin Ucerc. Officer on duty: D Simboo.

10/04/17

Some cul-de-sacs was ticketed due to violations. No other action was taken. Towing company on property. At 2111 NW 76 terr. (park north). Res: Nelson. Officer on duty: D. Simboo

10/05/17

Some cul-de-sacs was ticketed due to violations. Prestige towing on property @ 7323 NW18ct, Res: Jennifer Stewart. Officer on duty: K. Morrison

10/06/17

Some cul-de-sacs was ticketed due to violations. No other action was taken.

10/07/17

Some cul-de-sacs was ticketed due to violations. (7) Parties was giving. 7500NW 19th Dr. Res. (Jimenez); 7500 NW 76th ave. (Clubhouse); 2200 NW 72nd way. Res. (Grothe); 7855 NW 19th Ct, Res. LeCoin; 2173 NW 72nd terr. Res. (Chen); 2297 NW 72nd. Res. Kerns. Officer on duty at all parties. Officer: Redmond

10/08/17

Some cul-de-sacs was ticketed due to violations. No other problems reported at this time.

10/09/17

Many cul-de-sacs was ticketed due to violations. No other action to report.

10/10/17

Some cul-de-sacs was ticketed due to violations. No other problems to report at this time.

10/11/17

Some cul-de-sacs was ticketed due to violations. 3:50pm, Prestige towing on property @ 7628 NW 20th Ct. Res. Singh; 6:53pm Repo Man @7525 NW 19th Dr. Res. Ippolitto. Officer on duty doing the towing, Officer: Redmond

10/12/17

Many cul-de-sacs was ticketed due to violations. Several parties, no serious incident occur.

10/13/17

Many cul-de-sacs was ticketed due to violations. No other serious actions taken. Also reported on this date, an incident occurred where security was called to take a report on what appeared to be a domestic situation at 7390, NW 17ct. Subject's wife advised security that the subject was being belligerent. She also informed security that she did not want the police involved.

10/14/17

Many cul-de-sacs was ticketed due to violations.

10/15/17

Many cul-de-sacs was ticketed due to violations. No other serious actions was taken.

10/16/17

Many cul-de-sacs was ticketed due to violations. No other serious actions was taken

10/17/17

Many cul-de-sacs was ticketed due to violations. Nothing unusual to report

10/18/17

Many cul-de-sacs was ticketed due to violations, no serious incidents took place.

10/19/17

Many cul-de-sacs was ticketed due to violations, No serious action has taken place.

10/20/17

Many cul-de-sacs was ticketed due to violations. No other actions took place.

10/21/17

Many cul-de-sacs was ticketed due to violations. Resident Joan Smith of 2180 NW 76Terr reported to security of a suspicious male knocking on doors and preaching.

10/22/17

Many cul-de-sacs was ticketed due to violations. No problems to report, no other actions was taken

10/23/17

Many cul-de-sacs was ticketed due to violations. No problems to report.

10/24/17

Many cul-de-sacs was ticketed due to violations. No problems to report.

10/25/17

Many cul-de-sacs was ticketed due to violations. No other problems to report.

10/26/17

Many cul-de-sacs was ticketed due to violations. No other problems to report.

10/27/17

Many cul-de-sacs was ticketed due to violations. No problems to report, no other actions taken.

10/28/17

Many cul-de-sacs was ticketed due to violations. No serious incidents to report. No other action is taken.

10/29/17

Many cul-de-sacs was ticketed due to violations. No serious incidents to report. No other action taken at this time.

10/29/17

Many cul-de-sacs was ticketed due to violations. Mr. McSweeney of 7615 NW 19ct reported that a bicycle and 3 fishing poles were taken from his house.

10/30/17

Many cul-de-sacs was ticketed due to violations. Nothing unusual to report

10/31/17

Many cul-de-sacs was ticketed due to violations.

TOTAL CITATIONS: 138

From: Gloria Perez

Sent: Tuesday, November 14, 2017 1:32 PM

To: Jorge Castro <jcastro@kentservices.com>

Cc: Konstantinos Garbis <kgarbis@kentservices.com>; mrgametime@comcast.net; Tricia Lascasas <TLascasas@sdsinc.org>

Subject: WC KENT Staff Holiday Hours 2017

Good afternoon Gentlemen

Pursuant to previous years approved Holiday additional staff hours the Board has granted 22 1/2 hours for both Christmas and New Year's Eve.

I would like for you to add additional hours for Thanksgiving as well to prevent backups at Taft St Entrance. I am authorizing a total of 28 additional staff/Holiday Hours to include Thanksgiving and to be divided at Kent's discretion between the upcoming holidays starting with Thanksgiving and ending with New Years.

I plan on having this action ratified during the upcoming meeting scheduled for December 5.

Thank you,
Gloria

Sent from my iPhone