WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

BROWARD COUNTY

REGULAR BOARD MEETING
AUGUST 16, 2022
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
August 16, 2022
6:00 p.m.

A. Call to Order

B. Proof of Publication……Page 1

C. Establish Quorum

D. Accept Resignation of Supervisor Alex Perez.....Page 2

E. Appointment to Vacancies

1. Allan Beckman Request for Appointment Consideration Letter……....Page 3
2. Ali Manju Request for Appointment Consideration Letter……....Page 4

F. Administer Oath of Office and Review Board Member Duties and Responsibilities

G. Election of Officers

H. Additions or Deletions to Agenda

I. Comments from the Public for Items Not on the Agenda

J. Approval of Minutes

1. May 25, 2022 Security Workshop Minutes……...Page 5
2. June 21, 2022 Special Security Board Meeting Minutes.....Page 7

K. Administrative Matter

1. Financial Update……....Page 13
2. Consider Approval of changing to Alternate Payment Method of Bill.Com……....Page 28
3. Accept and Receive 20-Year Stormwater Needs Analysis as required by FS Section 403.9302.....Page 29
4. Accept and Receive the 2022 Annual Engineers Report……..Page 53

L. Canal Embankment Erosion Control Shoreline Restoration

1. Landshore Enterprises Presentation inclusive of; Survey, Soil Analysis and Date, Detailed Cross Sections & Proposed Solutions with Specifications……....Page 54

M. New/Additional Business

1. Allstate Resource Management 2023 Increase Notice for Budgeting Purposes.....Page 94
2. Ratify & Approve Regions Security Service Agreement.....Page 95
3. Ratify & Approve Regions Security Video Surveillance and Virtual Guard Systems Agreement…….Page 136
4. Consider Approval of Regions Security Video Surveillance and Virtual Guard Systems First Amendment.Page 174
5. Consider Approval of Agreement between the District and the HOA for Security Services Administration Agreement……Page 175
6. Ratify & Approve Manned Security Officer Services Provided Till the SOS System Ready to Launch
7. Ratify & Approve Comcast Service Enhancement at Both Guardhouse Locations
8. Consider Approval of Gate Passes Price Increase.....Page 185
9. Ratify & Approve Arking Solutions Installation of GFCI Outlet on the Exterior of the Taft Guardhouse…Page 186

10. Discussion Regarding Randy's Holiday Lighting Agreement……Page 187
11. Consider Approval of Monument Repairs Proposals…….....Page 232

N. Security Systems/Services

1. Security Update to be Provided by Regions
2. Review, Comment and Consider Approval of Regions Security Draft Post Orders…….....Page 238
3. Discuss the SOS Workshop Dates and Anticipated Official Start Date

O. Old Business

1. Update on the Taft Guardhouse Improvements Project
2. Update on Tyron Electric Waterfalls Electrical Improvements and Repairs Project
3. Update on Archidesign Decorative Taft Street Fence Replacement
4. Update on Shekinah Fence Installation Project Surround the Canal

P. Additional Staff Updates/Requests

1. Attorney
2. District Manager

Q. Additional Board Member/Public Comments

1. District Counsel Update on the 2022 Florida Legislative Session.....Page 250

R. Adjourn

BROWARD DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Ft. Lauderdale, Broward County, Florida

STATE OF FLORIDA COUNTY
OF BROWARD:

Before the undersigned authority personally appeared SCHERRIE A. THOMAS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

11/05/2021

Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Scherrie A Thomas

Sworn to and subscribed before me this
5 day of NOVEMBER, A.D. 2021

Barbara Jean Cooper

(SEAL)
SCHERRIE A. THOMAS personally known to me

BARBARA JEAN COOPER
Notary Public - State of Florida
Commission # GG 292953
My Comm. Expires Jan 21, 2023
Bonded through National Notary Assn.

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
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:

November 16, 2021
January 18, 2022
March 15, 2022
April 19, 2022
May 17, 2022
August 16, 2022

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 by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, five (5) days prior to the date of the particular meeting.

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
11/5 21-26/0000560567B

August 2, 2022

Board of Supervisors
Walnut Creek Community Development District
c/o Special District Services, Inc.,
8785 SW 165th Avenue
Suite 200
Miami, FL 33193

RE: Resignation Letter

Dear Board of Supervisors,

Please be advised that I Alex Perez am resigning my position as Board Member and Officer holding Seat #1 of the Walnut Creek Community Development District Board of Supervisors effective as of July 29, 2022.

Sincerely,

Alex Perez

7612 NW 19th St

Pembroke Pines, FL 33024

alexperezwalnutcreekcdd@gmail.com

Allan Beckmann

August 3, 2022

To Whom It May Concern:

It has come to my attention that there will be a vacancy on the Walnut Creek CDD due to the resignation of Board Member Alex Perez. As a resident of Walnut Creek, I would be interested in filling the vacated position for the rest of the term.

When my wife and I moved to Walnut Creek eight years ago, I quickly began attending HOA and CDD meetings on a regular basis so that I would be informed about our community. While I was a Director on the HOA Board, I interacted with the CDD on several items of overlapping interest. Since my HOA term has ended, I have continued to provide input to the CDD and to stay informed on their actions by attending meetings of the CDD.

Prior to moving to Walnut Creek, I was employed by IBM as a Senior Software Engineer. In that capacity I had the responsibility for financial budgeting for my area. In my last role, I was in charge of an international team of IBM employees responsible for testing software for the IBM Mainframe. In this capacity, I interacted with executives from several Fortune 500 companies. Since my retirement, I provide volunteer budget assessment, tax preparation and filing for a nonprofit orchestra.

Thank you for your attention.

Allan Beckmann

-----Original Message-----

From: ALI MUNJU <phonecardusa9@aol.com>
Sent: Friday, August 5, 2022 11:45 AM
To: Gloria Perez <gperez@sdsinc.org>
Subject: CDD seat-1

To: The Board of Supervisors

Walnut Creek Community Development District (CDD) Pembroke Pines, Florida

Dear Sir/Madam,

This is Ali Noor Munju,

I have been a resident of the Walnut Creek community for the last 17+ years. During this period I served this community as HOA board member for 14 years and 6 years as Board of Supervisors (CDD). Now, I came to know that the supervisor position, seat #1 is open to appoint. I served this community previously and I would very much like to serve it once again. If you consider me as a new board member, I would highly appreciate it. If you need more information, please contact me directly.

Thanks

Ali Munju
Cell: 305-281-0293

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
SECURITY WORKSHOP
MAY 25, 2022

A. CALL TO ORDER

District Manager, Gloria Perez, called the May 25, 2022, Security Workshop of the Walnut Creek Community Development District (the "District") to order at 6:00 p.m. in 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 Security Workshop had been published in the *Broward Daily Business Review* on May 16, 2022, 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 Betty Ross, Vice Chairman Alex Perez and Supervisors Zalman Kagan and Elina Levenson.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.

Also present were the following:

HOA Board Members and Members of the Public
Carlos Riveros of Regions Security and members of his team in person and via phone.
Luis Gonzalez of SOS and members of his team.

Mrs. Perez announced that no decisions or direction would be given by the Board during this Workshop. The sole purpose of the Workshop is to have security presentations made and to have open discussions between the District and the HOA on the topic of security. Mrs. Perez added that this meeting would not be recorded since no formal actions were being taken.

D. DISCUSSION REGARDING FPI SECURITY SERVICES

FPI provided a detailed presentation followed by the Q&A period.

E. DISCUSSION REGARDING THE STACKING OF VEHICLES AT TAFT STREET

The Board went over the issues that the District had experienced with the stacking of vehicles and actions taken by the District to alleviate same.

F. DISCUSSION REGARDING DELIVERY SERVICE PROVIDER PROTOCOL

A brief discussion ensued.

G. DISCUSSION REGARDING ROVER SERVICES AND HOURS

A lengthy discussion ensued regarding the rover services and hours followed by discussions of possible changes to the current schedule.

H. DISCUSSION REGARDING SECURITY ONLINE SOLUTIONS "SOS"

SOS made their presentation followed by a Q&A period.

I. DISCUSSION REGARDING UN-MANNED VISITOR ACCESS SERVICES

1. Regions Security

Information was presented within the Regions presentation and Board questions were addressed.

2. Envera

Information was presented for Board review and a brief discussion ensued.

J. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

There were no additional Board Member comments or comments from the public.

K. ADJOURNMENT

There being no further business to come before the Board a **MOTION** was made by Supervisor Ross, seconded by Supervisor Levenson and passed unanimously adjourning the Security Workshop at 8:35 p.m.

ATTESTED BY:

_____ _____

Secretary /Assistant Secretary **Chairman/Vice-Chair**

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL SECURITY BOARD MEETING
JUNE 21, 2022

A. CALL TO ORDER

District Manager, Gloria Perez, called the June 21, 2022, Special Security Board Meeting of the Walnut Creek Community Development District (the "District") to order at 6:03 p.m. in 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 Special Security Board Meeting had been published in the *Broward Daily Business Review* on June 10, 2022, 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 Betty Ross and Supervisors Zalman Kagan, Elina Levenson and Igor Fateyev.

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 the following:

Cliff Cole of Campbell Management as Property Manager for the HOA
Alex Perez of FPI and members of his team.
Carlos Riveros of Regions Security and members of his team in person and via phone.
Luis Gonzalez of SOS and members of his team.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mrs. Perez announced, at the request of Supervisor Levenson, the addition of item G.13 Consider Cancellation of Ongoing City of Pembroke Pines Police Off-Duty Services.

Supervisor Perez requested the addition of item G.14 Discussion Regarding the Installation of the Fence at the Canal Area.

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

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 17, 2022, Public Hearing & Regular Board Meeting

The May 17, 2022, Public Hearing & Regular Board Meeting minutes were presented for consideration.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and unanimously passed approving the minutes of the May 17, 2022, Public Hearing & Regular Board Meeting, as presented.

G. SECURITY SYSTEMS/SERVICES

1. Consider Security Consulting Proposals

At the request of Supervisor Perez at the previous meeting, the Security Consulting Proposals were presented for Board review and consideration. A discussion ensued and Supervisors Levenson, Kagan and Ross were opposed to the consulting services. No action was taken and no further direction was given regarding this matter.

2. Consider Security Online Solutions "SOS" Proposal

Supervisor Kagan expressed his concern with the number of steps in processing visitor vehicles and inquired about the need for the resident license. A discussion ensued and it was determined that the license was required.

Mr. Riveros noted that once the information from the existing system has been transferred to the SOS system, a data base letter would be generated for distribution to the homeowner and/or individuals in the system, which would provide access information and the codes necessary for the use of the application and the updating of information, as needed.

Mr. Gonzalez agreed to hold workshops at the clubhouse to assist the residents with the use of the SOS application.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Ross and passed unanimously approving the proposal from Security Online Solutions "SOS" for the Visitors Module Package in the amount of $2,485, with a $3,380 first time payment, which includes the approved monthly fee of $895 and will include a pedestrian gate control and functioning panels and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute the contract on behalf of the District.

3. Discussion Regarding FPI Security Services

Mrs. Perez distributed the FPI report via handout for the Board's review. A discussion ensued and the Board expressed individual concerns with the current security services. The Board unanimously requested the termination of FPI security services followed by:

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously terminating the FPI Security services pursuant to the terms of the agreement and providing a termination effective date of July 31, 2022.

A **MOTION** was then made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously to reconsider the motion made above.

A brief discussion ensued followed by:

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously directing District Counsel to prepare a termination notice for FPI Security, providing a termination date of July 28, 2022, at 8:59 a.m.

4. Discussion Regarding Regions Security Cost Analysis for Rover and Visitor Access Services

Mrs. Perez provided a security cost analysis from Regions, which included options for rover and manned and unmanned access services. The Board reviewed all the material and a lengthy discussion ensued where each of the Board Members expressed their opinion.

The agreed upon hours would consist of; the following:

- Security Officer performing Main Gate services 7:00 A.M. until 10:00 P.M. seven days per week;
- Security Officer performing rover services 10:00 P.M. until 7:00 A.M. seven days per week; and
- Virtual Security services 10:00 P.M. until 7:00 A.M. seven days per week.

Thereby doing away with the current daytime rover services.

Mr. Riveros stated that web upgrades at the guardhouses would be required and he will forward District management the information for the required service upgrades, estimated to be an approximate $40.00 per month increase via the Comcast account.

A brief discussion ensued regarding the kiosk and the cost involved.

A MOTION was made by Supervisor Levenson, seconded by Supervisor Ross, accepting the proposal from Regions Security to render security services to the District, thereby selecting Option 2 from Supervisor Kagan's presented handout in the amount of $262,692.24, adding that the District Manager be authorized to make changes and to utilize an amount not to exceed $37,000 for additional services with an effective date of July 28, 2022, at 9:00 a.m. and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute the contract on behalf of the District.

Attached to these minutes please find Supervisor Kagan's handout which references the selected Option for record keeping purposes.

5. Motion to Cancel Approval for FPI Security Camera Upgrades Project

Mrs. Perez advised the Board that the camera and surveillance systems that were quoted and approved at the meeting of March 15, 2022, under the item Consider Change Order for Cost Increase to Video Camera Installation Project had not started and under the circumstances; Mrs. Perez notified FPI not to proceed with said project after confirming that the project had not been started and materials had not been purchased.

The following is the motion made on March 15, 2022:

"A MOTION was made by Supervisor Perez, seconded by Supervisor Fateyev and passed unanimously approving the change order for the cost increase to the video camera installation project; the amount for the cameras for the Taft area is now $16,745.15 and the amount the Sheridan area is now $9,935.84."

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously retracting thereby cancelling the original **MOTION** of March 15, 2022, made by Supervisor Perez, seconded by Supervisor Fateyev and passed unanimously approving the change order for the cost increase to the video camera installation project; the amount for the cameras for the Taft area is now $16,745.15 and the amount the Sheridan area is now $9,935.84.

6. Consider Regions Security Video Camera Project Proposal

The proposal was reviewed and the following was discussed and/or directed:

- The Board requested that the existing camera system be removed;
- Mrs. Perez noted that the proposal did not include the requested second monitor to be installed in the clubhouse and Mr. Riveros stated that he would like included in the proposal the large monitor at the clubhouse at no additional cost;
- The Board requested additional cameras facing the driver at Taft Street;
- The Board requested that a camera view be provided of the view of the Taft Street entrance, which will allow the viewing of the vehicles that are stacking along the area; and
- Signage is to be provided by Regions, as deemed necessary.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Levenson and passed unanimously approving the Regions security video camera installation proposal in the amount of $25,712 for the Taft and Sheridan Streets surveillance to be viewed from both the Taft Guardhouse and the HOA Clubhouse with a monthly support cost of $274 and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute the contract on behalf of the District.

7. Consider Security Concierge Position and Campbell Management Proposal

Lengthy discussions ensued regarding the security concierge position. District Counsel expressed some concern and presented options for agreements. Supervisor Kagan suggested that the cost not exceed $40,000 from the District's side. Mr. Cole recommended that this be a fulltime position.

District Counsel and District management were directed to negotiate with the HOA regarding cost sharing which would benefit both parties and to determine if the District would be entering into an agreement with the HOA for the cost share or if the District would enter into the agreement directly with the HOA property management company.

8. Consider ABDI Services' Proposal to Remove and Reinstall the Computer System during Guardhouse Improvements Project

Mrs. Perez noted that the services to remove and reinstall the computer system would be on an hourly basis $165 per hour.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and passed unanimously approving the ABDI Services' proposal to remove and reinstall the computer system during the Guardhouse Improvements Project.

9. Discussion Regarding Delivery Services Provider Protocol and Board Direction

This discussion was tabled.

10. Consider Proposal for Rolling Computer Stand

A **MOTION** was made by Supervisor Levenson, seconded by Supervisors Fateyev and passed unanimously approving the purchase of a rolling computer stand in the amount of $519.99, as presented.

11. Discussion Regarding Start Date for Taft Guardhouse Improvement Project

The Board authorized District management, Arking Solutions, Regions Security and SOS to conduct a site meeting at the Taft Guardhouse to review the existing plans and determine if any changes will be necessary in order to accommodate the new security system and service changes.

12. Update on Pavilion Installation of "No Entry" Chain with Signage

Mrs. Perez advised that the "No Entry" chain with signage had been completed and thanked Lee Levenson for his assistance.

13. Consider Cancellation of Ongoing City of Pembroke Pines Police Off-Duty Services

Mrs. Perez noted that FPI coordinates the off-duty police services, but it is not a contract. This was authorized by the Board at the meeting of April 20, 2021:

3. Consider Authorizing District Split the Cost with the HOA for City of Pembroke Pines' Police Off-Duty Services Being Provided by FPI

"A MOTION was made by Supervisor Perez, seconded by Supervisor Levenson authorizing the District split the cost with the HOA for the City of Pembroke Pines' off-duty police services to be provided via FPI. Upon being put to a vote, the MOTION carried 4 to 1 with Supervisor Kagan dissenting."

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously discontinuing/terminating the City of Pembroke Pines' Police off-duty services being provided by FPI, in which the District splits the cost with the HOA.

A lengthy discussion ensued amongst the Board Members, who each expressed opinions on the Off-Duty Police services during the transition between the security service providers.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson authorizing for the City of Pembroke Pines Police Off-Duty to be scheduled by the District Manager during the first two-week transition period, if deemed necessary. This **MOTION** carried 4 to 1, with Supervisor Kagan dissenting.

14. Discussion Regarding Installation of Fence at Canal Area

Mrs. Perez provided an update on the status of the fence.

H. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

There were no additional Board Member or public comments.

I. ADJOURNMENT

There being no further business to come before the Board a **MOTION** was made by Supervisor Ross, seconded by Supervisor Levenson and passed unanimously adjourning the meeting at 8:15 p.m.

ATTESTED BY:

_____ _____

Secretary /Assistant Secretary **Chairman/Vice-Chair**

Walnut Creek
Community Development District

Financial Report For
July 2022

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
JULY 2022

	Annual Budget 10/1/21 - 9/30/22	Actual Jul-22	Year To Date Actual 10/1/21 - 7/31/22
REVENUES			
ADMINISTRATIVE ASSESSMENTS	162,648	2,326	163,520
MAINTENANCE ASSESSMENTS	1,116,372	12,511	1,115,379
DEBT ASSESSMENTS (2010)	130,015	1,458	129,938
OTHER REVENUE	0	0	3,999
INTEREST INCOME	1,500	0	152
TOTAL REVENUES	**$ 1,410,535**	**$ 16,295**	**$ 1,412,988**
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	6,000	0	5,800
PAYROLL TAXES (EMPLOYER)	480	0	444
ENGINEERING	35,000	0	4,018
LEGAL FEES	19,000	0	14,875
AUDIT FEES	3,800	0	3,900
MANAGEMENT	46,284	3,857	38,570
POSTAGE	1,250	81	1,145
OFFICE SUPPLIES/PRINTING	5,750	582	2,740
INSURANCE	14,000	0	15,252
LEGAL ADVERTISING	1,300	0	771
MISCELLANEOUS	9,000	248	5,102
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	0	0
TRUSTEE FEES	2,500	0	1,420
CONTINUING DISCLOSURE FEE	350	0	0
WEBSITE MANAGEMENT	2,000	167	1,667
TOTAL ADMINISTRATIVE EXPENDITURES	**$ 154,389**	**$ 4,935**	**$ 95,879**
MAINTENANCE EXPENDITURES			
FIELD MANAGEMENT	5,000	0	5,000
OPERATIONS MANAGEMENT	12,000	1,000	10,000
SECURITY SERVICES	317,000	28,085	259,379
SECURITY SERVICES - ABDI	12,000	810	8,100
SECURITY CAMERAS & MAINTENANCE	5,000	0	0
TELEPHONE	10,500	1,158	9,546
ELECTRIC	80,000	7,106	67,040
WATER & SEWAGE	17,000	1,417	9,081
GUARD HOUSE - VISITOR PASSES	6,700	736	1,908
GATE SYSTEM MAINTENANCE	26,000	660	21,885
GUARD HOUSE INT/EXT MAINTENANCE	12,500	544	17,288
LAKE & PRESERVE MAINTENANCE	41,000	2,838	31,229
SIGNAGE	2,000	0	0
STREETLIGHT MAINTENANCE	5,000	0	0
WATERFALL MAINTENANCE	60,000	4,650	59,297
HOLIDAY LIGHTING	6,600	0	3,291
LAKE RESTORATION & MAINTENANCE	5,000	0	7,790

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
JULY 2022

	Annual Budget 10/1/21 - 9/30/22	Actual Jul-22	Year To Date Actual 10/1/21 - 7/31/22
IGUANA REMOVAL SERVICES	27,000	0	20,175
MISCELLANEOUS MAINTENANCE	5,000	0	5,536
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	74,800	0	25,210
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES	14,000	0	0
HEADWALL STABILIZATION PROJECT	10,000	0	0
LAKE SLOPE SOIL MAINTENANCE	10,000	0	0
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	285,290	0	4,005
TAFT STREET STRUCTURE MAINTENANCE	0	0	8,400
TOTAL MAINTENANCE EXPENDITURES	**$ 1,049,390**	**$ 49,004**	**$ 574,160**
TOTAL EXPENDITURES	**$ 1,203,779**	**$ 53,939**	**$ 670,039**
EXCESS OR (SHORTFALL)	**$ 206,756**	**$ (37,644)**	**$ 742,949**
PAYMENT TO TRUSTEE (2010)	(122,214)	(1,427)	(122,564)
BALANCE	**$ 84,542**	**$ (39,071)**	**$ 620,385**
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,181)	(326)	(27,121)
DISCOUNTS FOR EARLY PAYMENTS	(56,361)	0	(52,778)
EXCESS/ (SHORTFALL)	**$ -**	**$ (39,397)**	**$ 540,486**
FUNDS FROM IMPROVEMENT ACCOUNT (FOR S-8 CANAL PROJECT)	0	0	0
NET EXCESS/ (SHORTFALL)	**$ -**	**$ (39,397)**	**$ 540,486**

Note: Reserves Set-Up For Budgeted Fiscal Year 2020/2021 Maintenance Projects.
Improvement/Emergency Funds May Be Needed To Fund A Portion Of The Projects.

Bank Balance As Of 7/31/22	**$ 1,128,234.46**
Accounts Payable As Of 7/31/22	**$ 62,827.74**
Accounts Receivable As Of 7/31/22	**$ 1,200.00**
Reserve For Headwall Stabilization As Of 7/31/22	**$ 40,000.00**
Reserve For Lake Slope Soil Maintenance As Of 7/31/22	**$ 10,000.00**
Reserve For Stormwater Maint/Pipe Replacement As Of 7/31/22	**$ 41,500.00**
Reserve For S-8 Canal Reconstruction As Of 7/31/22	**$ 180,000.00**
Operating Account Available Funds As Of 7/31/22	**$ 795,106.72**
Improvements/Emergency Funds As Of 7/31/22	**$ 873,593.73**
Total Available Funds As Of 7/31/22	**$ 1,668,700.45**

Walnut Creek Community Development District
Budget vs. Actual
July 2022

	Oct 21 - July 22	21/22 Budget	$ Over Budget	% of Budget
Income				
01-3100 · Administrative Assessment	163,520.52	162,648.00	872.52	100.54%
01-3200 · Maintenance Assessment	1,115,379.25	1,116,372.00	-992.75	99.91%
01-3811 · Debt Assessments (Series 2010)	129,937.70	130,015.00	-77.30	99.94%
01-3821 · Debt Assess-Paid To Trustee-10	-122,563.95	-122,214.00	-349.95	100.29%
01-3830 · Assessment Fees	-27,120.87	-28,181.00	1,060.13	96.24%
01-3831 · Assessment Discounts	-52,778.22	-56,361.00	3,582.78	93.64%
01-9400 · Miscellaneous Revenue	3,999.00	0.00	3,999.00	100.0%
01-9410 · Interest Income	152.12	1,500.00	-1,347.88	10.14%
Total Income	1,210,525.55	1,203,779.00	6,746.55	100.56%
Expense				
01-1307 · Payroll tax expense	443.70	480.00	-36.30	92.44%
01-1308 · Supervisor Fees	5,800.00	6,000.00	-200.00	96.67%
01-1310 · Engineering	4,018.00	35,000.00	-30,982.00	11.48%
01-1311 · Management Fees	38,570.00	46,284.00	-7,714.00	83.33%
01-1315 · Legal Fees	14,875.00	19,000.00	-4,125.00	78.29%
01-1318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
01-1320 · Audit Fees	3,900.00	3,800.00	100.00	102.63%
01-1450 · Insurance	15,252.00	14,000.00	1,252.00	108.94%
01-1480 · Legal Advertisements	770.88	1,300.00	-529.12	59.3%
01-1512 · Miscellaneous	5,101.77	9,000.00	-3,898.23	56.69%
01-1513 · Postage and Delivery	1,144.88	1,250.00	-105.12	91.59%
01-1514 · Office Supplies	2,739.90	5,750.00	-3,010.10	47.65%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	1,420.00	2,500.00	-1,080.00	56.8%
01-1551 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
01-1570 · Website Management	1,666.60	2,000.00	-333.40	83.33%
01-1601 · Security Services	259,379.07	317,000.00	-57,620.93	81.82%
01-1604 · Guardhouse Int/Ext Maintenance	17,288.24	12,500.00	4,788.24	138.31%
01-1605 · Gate System Maintenance	21,885.54	26,000.00	-4,114.46	84.18%
01-1606 · Guard house-Visitor Passes	1,908.00	6,700.00	-4,792.00	28.48%
01-1608 · Security Services - ABDI	8,100.00	12,000.00	-3,900.00	67.5%
01-1609 · Security Cameras & Maintenance	0.00	5,000.00	-5,000.00	0.0%
01-1803 · Lake & Preserve Maintenance	31,229.00	41,000.00	-9,771.00	76.17%
01-1805 · Stormwater Mgt/Pipe Replacement	25,210.00	74,800.00	-49,590.00	33.7%
01-1812 · Signs	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	67,040.19	80,000.00	-12,959.81	83.8%
01-1815 · Miscellaneous Maintenance	5,536.24	5,000.00	536.24	110.73%
01-1816 · Telephone	9,546.44	10,500.00	-953.56	90.92%
01-1817 · Water & sewer	9,080.99	17,000.00	-7,919.01	53.42%
01-1818 · Field Management	5,000.00	5,000.00	0.00	100.0%
01-1821 · Waterfall Maintenance	59,296.78	60,000.00	-703.22	98.83%
01-1824 · Streetlight Maintenance	0.00	5,000.00	-5,000.00	0.0%
01-1826 · Holiday Lighting	3,291.02	6,600.00	-3,308.98	49.86%
01-1832 · Lake Restoration & Maintenance	7,790.00	5,000.00	2,790.00	155.8%
01-1835 · Pressure Clean & Paint Ext Strc	0.00	14,000.00	-14,000.00	0.0%
01-1839 · Iguana Removal Services	20,175.03	27,000.00	-6,824.97	74.72%
01-1840 · Headwall Stabilization Project	0.00	10,000.00	-10,000.00	0.0%
01-1841 · Lake Slope Soil Maintenance	0.00	10,000.00	-10,000.00	0.0%
01-1842 · S-8 Canal Reconstructn-Eng Dsgn	4,005.00	285,290.00	-281,285.00	1.4%
01-1843 · Taft Street Structure Maintenance	8,400.00	0.00	8,400.00	100.0%
01-2311 · Operations Management	10,000.00	12,000.00	-2,000.00	83.33%
Total Expense	670,039.27	1,203,779.00	-533,739.73	55.66%
Net Income	**540,486.28**	**0.00**	**540,486.28**	**100.0%**

Walnut Creek Community Development District
Check Register
May 2022

Check #	Date	Vendor	Amount
10963	05/02/2022	Allstate Resource Management, Inc.	2,838.00
10964	05/02/2022	Applications by Design, Inc.	810.00
10965	05/02/2022	AT&I Systems	660.00
10966	05/02/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	2,250.00
10967	05/02/2022	City of Pembroke Pines	136.78
10968	05/02/2022	Craig A Smith & Associates LLC	890.00
10969	05/02/2022	Crystal Pool Service Inc	5,321.00
10970	05/02/2022	FPI Security Services	11,311.99
10971	05/02/2022	FPL	6,877.50
10972	05/02/2022	Hancock Bank (Tax Receipts)	2,914.45
10973	05/02/2022	Special District Services, Inc.	5,854.36
10974	05/04/2022	Amazon Capital Services	75.85
10975	05/04/2022	Comcast (8939)	361.79
10976	05/04/2022	Comcast (9044)	361.79
10977	05/05/2022	Landshore Enterprises LLC	4,005.00
PR 05/17/22	05/20/2022	Payroll Processing	53.25
PR 05/17/22	05/20/2022	Payroll Taxes	153.00
PR 05/17/22	05/20/2022	Supervisor Fees	923.50
PR 05/25/22	05/31/2022	Payroll Processing	52.60
PR 05/25/22	05/31/2022	Payroll Taxes	122.40
PR 05/25/22	05/31/2022	Supervisor Fees	738.80
TOTAL			**46,712.06**

Walnut Creek Community Development District
Check Register
June 2022

Check #	Date	Vendor	Amount
10978	06/01/2022	1st Solution Pest Control	140.00
10979	06/01/2022	Allstate Resource Management, Inc.	3,963.00
10980	06/01/2022	ALM Media, LLC	343.59
10981	06/01/2022	Applications by Design, Inc.	810.00
10982	06/01/2022	AT&I Systems	660.00
10983	06/01/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	1,925.00
10984	06/01/2022	VOID	0.00
10985	06/01/2022	Comcast (Voice 8931)	151.96
10986	06/01/2022	Crystal Pool Service Inc	4,650.00
10987	06/01/2022	Crystal Springs	140.29
10988	06/01/2022	VOID	0.00
10989	06/01/2022	FPI Security Services	27,633.45
10990	06/01/2022	FPL	5,768.89
10991	06/01/2022	Special District Services, Inc.	6,708.14
10992	06/01/2022	Tirone Electric	782.85
10993	06/03/2022	ALM Media, LLC	97.57
10994	06/03/2022	City of Pembroke Pines	271.91
10995	06/03/2022	Comcast (8939)	361.79
10996	06/03/2022	Comcast (9044)	361.79
10997	06/03/2022	Craig A Smith & Associates LLC	195.00
10998	06/03/2022	FPI Security Services	14,762.79
10999	06/03/2022	Hancock Bank (Tax Receipts)	643.45
TOTAL			**70,371.47**

Walnut Creek Community Development District
Check Register
July 2022

Check #	Date	Num	Name	Credit
11000	07/01/2022	11000	Allstate Resource Management, Inc.	2,838.00
11001	07/01/2022	11001	ALM Media, LLC	106.41
11002	07/01/2022	11002	Applications by Design, Inc.	810.00
11003	07/01/2022	11003	AT&I Systems	905.32
11004	07/01/2022	11004	Blue Iguana Pest Control Inc	2,241.67
11005	07/01/2022	11005	Comcast (Voice 8931)	151.96
11006	07/01/2022	11006	Crystal Pool Service Inc	4,650.00
11007	07/01/2022	11007	Crystal Springs	145.28
11008	07/01/2022	11008	FPI Security Services	14,716.71
11009	07/01/2022	11009	FPL	7,908.06
11010	07/01/2022	11010	Special District Services, Inc.	6,253.48
11011	07/06/2022	11011	City of Pembroke Pines	1,028.95
11012	07/06/2022	11012	Comcast (8939)	361.79
11013	07/06/2022	11013	Comcast (9044)	361.79
11014	07/06/2022	11014	Craig A Smith & Associates LLC	195.00
11015	07/06/2022	11015	Crystal Pool Service Inc	52.00
11016	07/06/2022	11016	FPI Security Services	12,979.23
11017	07/06/2022	11017	Grau and Associates	3,900.00
11018	07/06/2022	11018	Hancock Bank (Tax Receipts)	284.80
11019	07/07/2022	11019	Express Drain & Sewer Cleaning LLC	11,210.00
11020	07/25/2022	11020	Blue Iguana Pest Control Inc	2,241.67
11021	07/27/2022	11021	Amazon Capital Services	575.13
TOTAL				**73,917.25**

Walnut Creek Community Development District
Expenditures
May through July 2022

	Date	Invoice #	Vendor	Description	Amount
Expenditures					
01-1307 · Payroll tax expense					
	05/20/2022	PR 05/17/22		mtg 05/17/22/22 PR 05/23/22 (Ross, Levenson, A Perez, Kagan, Fateyev)	76.50
	05/31/2022	PR 05/25/22		mtg 05/25/22/22 PR 06/01/22 (Ross, Levenson, A Perez, Kagan)	61.20
Total 01-1307 · Payroll tax expense					137.70
01-1308 · Supervisor Fees					
	05/20/2022	PR 05/17/22		mtg 05/17/22/22 PR 05/23/22 (Ross, Levenson, A Perez, Kagan, Fateyev)	1,000.00
	05/31/2022	PR 05/25/22		mtg 05/25/22/22 PR 06/01/22 (Ross, Levenson, A Perez, Kagan)	800.00
Total 01-1308 · Supervisor Fees					1,800.00
01-1310 · Engineering					
	05/31/2022	2205162	Craig A Smith & Associates LLC	engineering May 2022	195.00
Total 01-1310 · Engineering					195.00
01-1311 · Management Fees					
	05/31/2022	2022-0521	Special District Services, Inc.	management fee May 2022	3,857.00
	06/30/2022	2022-0620	Special District Services, Inc.	management fee June 2022	3,857.00
	07/31/2022	22-0718	Special District Services, Inc.	management fee July 2022	3,857.00
Total 01-1311 · Management Fees					11,571.00
01-1315 · Legal Fees					
	05/31/2022	175445	Billing, Cochran, Lyles, Mauro, & Ramsey	Legal Services for May 2022	1,250.00
	06/30/2022	175849	Billing, Cochran, Lyles, Mauro, & Ramsey	Legal Services for June 2022	4,050.00
Total 01-1315 · Legal Fees					5,300.00
01-1320 · Audit Fees					
	06/30/2022	22977	Grau and Associates	Inv# 22977 fee for fiscal year 2020/2021 audit audit	3,900.00
Total 01-1320 · Audit Fees					3,900.00
01-1480 · Legal Advertisements					
	05/16/2022	I0000596669-0516	ALM Media, LLC	Notice of Workshop Mtg	104.61
	05/24/2022	I0000598618-0524	ALM Media, LLC	Notice of Qualifying Period	97.57
	06/10/2022	I0000601589-0610	ALM Media, LLC	Notice of Special Mtg	106.41
Total 01-1480 · Legal Advertisements					308.59
01-1512 · Miscellaneous					
	05/20/2022	PR 05/17/22		mtg 05/17/22/22 PR 05/23/22 (Ross, Levenson, A Perez, Kagan, Fateyev)	53.25
	05/31/2022	2022-0521	Special District Services, Inc.	Document Storage April 2022	38.55
	05/31/2022	2022-0521	Special District Services, Inc.	travel April 2022	211.73
	05/31/2022	PR 05/25/22		mtg 05/25/22/22 PR 06/01/22 (Ross, Levenson, A Perez, Kagan)	52.60
	06/30/2022	2022-0620	Special District Services, Inc.	Document Storage May 2022	38.55
	06/30/2022	2022-0620	Special District Services, Inc.	travel May 2022	267.33
	06/30/2022	2022-0620	Special District Services, Inc.	conference calls May 2022	28.82
	07/31/2022	22-0718	Special District Services, Inc.	Document Storage June 2022	38.55
	07/31/2022	22-0718	Special District Services, Inc.	travel June 2022	197.49
	07/31/2022	22-0718	Special District Services, Inc.	conference calls June 2022	11.58
Total 01-1512 · Miscellaneous					938.45
01-1513 · Postage and Delivery					
	05/31/2022	2022-0521	Special District Services, Inc.	Postage April 2022	17.49

Walnut Creek Community Development District
Expenditures
May through July 2022

	Date	Invoice #	Vendor	Description	Amount
	05/31/2022	2022-0521	Special District Services, Inc.	FedEx April 2022	225.51
	06/30/2022	2022-0620	Special District Services, Inc.	Postage May 2022	3.71
	06/30/2022	2022-0620	Special District Services, Inc.	FedEx May 2022	188.90
	07/31/2022	22-0718	Special District Services, Inc.	Postage June 2022	18.46
	07/31/2022	22-0718	Special District Services, Inc.	FedEx June 2022	62.51
Total 01-1513 · Postage and Delivery					516.58
01-1514 · Office Supplies					
	05/31/2022	2022-0521	Special District Services, Inc.	Copier April 2022	451.80
	05/31/2022	2022-0521	Special District Services, Inc.	Meeting books - April 2022	32.00
	06/22/2022	59188	FPI Security Services	reimbursement for Office Depot toner	146.58
	06/30/2022	2022-0620	Special District Services, Inc.	Copier May 2022	601.20
	06/30/2022	2022-0620	Special District Services, Inc.	Meeting books - May 2022	60.00
	07/21/2022	6011564220516305	Office Depot Credit Plan	toner and drum (2)	419.97
	07/31/2022	22-0718	Special District Services, Inc.	Copier June 2022	130.05
	07/31/2022	22-0718	Special District Services, Inc.	Meeting books - June 2022	32.00
Total 01-1514 · Office Supplies					1,873.60
01-1570 · Website Management					
	05/31/2022	2022-0521	Special District Services, Inc.	website fee May 2022	166.66
	06/30/2022	2022-0620	Special District Services, Inc.	website fee June 2022	166.66
	07/31/2022	22-0718	Special District Services, Inc.	website fee July 2022	166.66
Total 01-1570 · Website Management					499.98
01-1601 · Security Services					
	05/01/2022	58941	FPI Security Services	security 4/18/22 - 5/1/22	12,989.65
	05/01/2022	58941	FPI Security Services	marked patrol car May 2022	1,650.00
	05/15/2022	59031	FPI Security Services	security 45/2/22 - 5/15/22	12,993.80
	05/29/2022	59096	FPI Security Services	security 5/16/22 - 5/29/22	13,112.79
	05/29/2022	59096	FPI Security Services	marked patrol vehicle	1,650.00
	05/31/2022	59161	FPI Security Services	police officer 4/20/22 - 5/18/22	1,120.00
	06/12/2022	59186	FPI Security Services	security services 5/30/22 - 6/12/22	13,450.13
	06/26/2022	59241	FPI Security Services	security 6/13/22 - 6/26/22	12,979.23
	07/10/2022	59329	FPI Security Services	security 6/27/22 - 7/10/22	13,582.81
	07/10/2022	59329	FPI Security Services	marked patrol car July 2022	1,650.00
	07/24/2022	59382	FPI Security Services	security 7/11/22 - 7/24/22	12,852.21
Total 01-1601 · Security Services					98,030.62
01-1603 · Gatehouse Maintenance					
	05/18/2022	51237	Tirone Electric	retrofit two T-8 fixtures in security bathroom in Taft St entrance	220.00
Total 01-1603 · Gatehouse Maintenance					220.00
01-1604 · Guardhouse Int/Ext Maintenance					
	05/09/2022	102390	1st Solution Pest Control	bi-monthly regular service of pest control	140.00
	06/28/2022	1N6L-GR7K-CXYW	Amazon Capital Services	AV cart with locking cabinet	519.99
	07/12/2022	109399	1st Solution Pest Control	bi-monthly regular service of pest control	140.00
	07/26/2022	1RCW-KJR4-FVCR	Amazon Capital Services	cart assembly	129.99
	07/26/2022	43619279	A to Z Statewide Plumbing Inc	inv# 43619279 leak hose bibb diagnostic	274.00

Walnut Creek Community Development District
Expenditures
May through July 2022

	Date	Invoice #	Vendor	Description	Amount
Total 01-1604 · Guardhouse Int/Ext Maintenance					1,203.98
01-1605 · Gate System Maintenance					
	05/01/2022	36059	AT&I Systems	monthly all inclusive service gate maintenance contract May 2022	660.00
	05/26/2022	WO-037622	AT&I Systems	Altronix programmable timer	88.00
	06/01/2022	36159	AT&I Systems	monthly all inclusive service gate maintenance contract June 2022	660.00
	07/01/2022	36709	AT&I Systems	monthly all inclusive service gate maintenance contract July 2022	660.00
Total 01-1605 · Gate System Maintenance					2,068.00
01-1606 · Guard house-Visitor Passes					
	07/29/2022	42837	Unitech Print LLC	job# 42837 printing of 24,000 guest passes (1,500 sent via overnight)	736.00
Total 01-1606 · Guard house-Visitor Passes					736.00
01-1608 · Security Services - ABDI					
	05/01/2022	65672	Applications by Design, Inc.	monitored virus and malware protection software - May 2022	810.00
	06/01/2022	66083	Applications by Design, Inc.	monitored virus and malware protection software - June 2022	810.00
	07/01/2022	66474	Applications by Design, Inc.	monitored virus and malware protection software - July 2022	810.00
Total 01-1608 · Security Services - ABDI					2,430.00
01-1803 · Lake & Preserve Maintenance					
	05/01/2022	184731	Allstate Resource Management, Inc.	mitigation are maintenance and lake management services May 2022	2,838.00
	05/03/2022	185105	Allstate Resource Management, Inc.	1X stormwater maintenance - replace missing grate	1,125.00
	06/01/2022	185448	Allstate Resource Management, Inc.	mitigation are maintenance and lake management services June 2022	2,838.00
	06/16/2022	186528	Allstate Resource Management, Inc.	preserve sign	50.00
	07/01/2022	186171	Allstate Resource Management, Inc.	mitigation are maintenance and lake management services July 2022	2,838.00
Total 01-1803 · Lake & Preserve Maintenance					9,689.00
01-1805 · Stormwater Mgt/Pipe Replacement					
	05/04/2022	31653-1	Express Drain & Sewer Cleaning LLC	vacuum storm drain cleaning	11,210.00
Total 01-1805 · Stormwater Mgt/Pipe Replacement					11,210.00
01-1814 · Electricity					
	05/18/2022	04574-72025	FPL	acct# 04574-72025 (04/19/2022 - 5/18/22)	458.02
	05/25/2022	54061-43023	FPL	acct# 54061-43023 (04/19/2022 - 5/18/22)	126.13
	05/25/2022	63522-34022	FPL	acct# 63522-34022 (04/19/2022 - 5/18/22)	271.26
	05/25/2022	63714-09001	FPL	acct# 63714-09001 (04/19/2022 - 5/18/22)	27.34
	05/25/2022	36358-71365	FPL	acct# 36358-71365 (04/19/2022 - 5/18/22)	4,886.14
	06/17/2022	04574-72025	FPL	acct# 04574-72025 (05/18/2022 - 06/17/22)	482.97
	06/17/2022	54061-43023	FPL	acct# 54061-43023 (05/18/2022 - 06/17/22)	146.30
	06/17/2022	63522-34022	FPL	acct# 63522-34022 (05/18/2022 - 06/17/22)	161.40
	06/17/2022	63714-09001	FPL	acct# 63714-09001 (05/18/2022 - 06/17/22)	32.86
	06/17/2022	91603-83023	FPL	acct# 91603-83023 (05/18/2022 - 06/17/22)	2,198.39
	06/17/2022	36358-71365	FPL	acct# 36358-71365 (05/18/2022 - 06/17/22)	4,886.14
	07/19/2022	04574-72025	FPL	acct# 04574-72025 (06/17/2022 - 07/19/22)	519.71
	07/19/2022	54061-43023	FPL	acct# 54061-43023 (06/17/2022 - 07/19/22)	168.77
	07/19/2022	63522-34022	FPL	acct# 63522-34022 (06/17/2022 - 07/19/22)	263.51
	07/19/2022	63714-09001	FPL	acct# 63714-09001 (06/17/2022 - 07/19/22)	33.14
	07/19/2022	91603-83023	FPL	acct# 91603-83023 (06/17/2022 - 07/19/22)	1,234.59
	07/19/2022	36358-71365	FPL	acct# 36358-71365 (06/17/2022 - 07/19/22)	4,886.14

Walnut Creek Community Development District
Expenditures
May through July 2022

	Date	Invoice #	Vendor	Description	Amount
Total 01-1814 · Electricity					20,782.81
01-1815 · Miscellaneous Maintenance					
	05/05/2022	1M74-1QJL-DHDC	Amazon Capital Services	acct# A1BQP3SXNF1N12 credit for step ladder	-74.85
	05/06/2022	51179	Tirone Electric	install one WP single box, bubble cover and replace one 20A GFI	562.85
	05/31/2022	2022-0521	Special District Services, Inc.	chargeback for signs, traffic delineators, caution tape	707.40
	06/30/2022	2022-0620	Special District Services, Inc.	chargeback for chain, sign for entrance, caution tape	41.31
Total 01-1815 · Miscellaneous Maintenance					1,236.71
01-1816 · Telephone					
	05/15/2022	146558814	Comcast (Voice 8931)	Inv# 146558814 account# 904688931	151.96
	05/24/2022	8495751000518939	Comcast (8939)	Acct# 8495751000518939 Service for 1800 NW 76th Ave (06/4/22-07/3/22)	361.79
	05/24/2022	8495751000519044	Comcast (9044)	acct# 8495751000519044 service for 2400 NW 76th Ave (service 05/4/22-06/3/22)	361.79
	06/15/2022	148656520	Comcast (Voice 8931)	Inv# 148656520 account# 904688931	151.96
	06/24/2022	8495 75 100 0518939	Comcast (8939)	Acct# 8495751000518939 Service for 1800 NW 76th Ave (07/4/22-08/3/22)	361.79
	06/24/2022	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 service for 2400 NW 76th Ave (service 06/4/22-07/3/22)	361.79
	07/15/2022	150772173	Comcast (Voice 8931)	Inv# 150772173 account# 904688931	153.20
	07/24/2022	8495751000519044	Comcast (9044)	acct# 8495751000519044 service for 2400 NW 76th Ave (service 08/4/22-09/3/22)	364.09
	07/24/2022	8495751000518939	Comcast (8939)	Acct# 8495751000518939 Service for 1800 NW 76th Ave (08/4/22-09/3/22)	640.91
Total 01-1816 · Telephone					2,909.28
01-1817 · Water & sewer					
	05/11/2022	21393886 051122	Crystal Springs	water cooler service for the guardhouse	140.29
	05/16/2022	536645-248297	City of Pembroke Pines	acct# 536645-248297 (1800 NW 76 Ave)	58.96
	05/16/2022	536646-248298	City of Pembroke Pines	acct# 536646-248298 (1800 NW 76 Ave W)	197.17
	06/03/2022	536647-248299	City of Pembroke Pines	acct# 536647-248299 (1800 NW 76 Ave E)	15.78
	06/08/2022	21393886 060822	Crystal Springs	water cooler service for the guardhouse	145.28
	06/22/2022	536645-248297	City of Pembroke Pines	acct# 536645-248297 (1800 NW 76 Ave)	223.32
	06/22/2022	536646-248298	City of Pembroke Pines	acct# 536646-248298 (1800 NW 76 Ave W)	517.17
	06/22/2022	536647-248299	City of Pembroke Pines	acct# 536647-248299 (1800 NW 76 Ave E)	288.46
	07/06/2022	21393886 070622	Crystal Springs	water cooler service for the guardhouse	39.41
	07/15/2022	536645-248297	City of Pembroke Pines	acct# 536645-248297 (1800 NW 76 Ave)	208.27
	07/15/2022	536646-248298	City of Pembroke Pines	acct# 536646-248298 (1800 NW 76 Ave W)	679.44
	07/15/2022	536647-248299	City of Pembroke Pines	acct# 536647-248299 (1800 NW 76 Ave E)	490.15
Total 01-1817 · Water & sewer					3,003.70
01-1821 · Waterfall Maintenance					
	05/01/2022	2215180500	Crystal Pool Service Inc	May 2022 service charge	4,650.00
	06/01/2022	2215180600	Crystal Pool Service Inc	June 2022 service charge	4,650.00
	06/18/2022	2215190700	Crystal Pool Service Inc	June 2022 repairs	52.00
	07/01/2022	2215180700	Crystal Pool Service Inc	July 2022 service charge	4,650.00
Total 01-1821 · Waterfall Maintenance					14,002.00
01-1839 · Iguana Removal Services					
	05/31/2022	3021	Blue Iguana Pest Control Inc	monitoring to trap and employ aggressive methods - Taft Entrance - Waterfalls - May 2022	241.67
	05/31/2022	3020	Blue Iguana Pest Control Inc	monitoring to trap and employ aggressive methods - Lakes and canals- May 2022	2,000.00
	06/30/2022	3084	Blue Iguana Pest Control Inc	monitoring to trap and employ aggressive methods - Lakes and canals- June 2022	2,000.00
	06/30/2022	3083	Blue Iguana Pest Control Inc	monitoring to trap and employ aggressive methods -Taft entrance waterfalls- June 2022	241.67
Total 01-1839 · Iguana Removal Services					4,483.34

Walnut Creek Community Development District
Expenditures
May through July 2022

	Date	Invoice #	Vendor	Description	Amount
01-1842 · S-8 Canal Reconstructn-Eng Dsgn					
	05/02/2022	1777	Landshore Enterprises LLC	deposit on Technical Engineering services (50%)	4,005.00
Total 01-1842 · S-8 Canal Reconstructn-Eng Dsgn					4,005.00
01-2311 · Operations Management					
	05/31/2022	2022-0521	Special District Services, Inc.	Field Operations Mgmt May 2022	1,000.00
	06/30/2022	2022-0620	Special District Services, Inc.	Field Operations Mgmt June 2022	1,000.00
	07/31/2022	22-0718	Special District Services, Inc.	Field Operations Mgmt July 2022	1,000.00
Total 01-2311 · Operations Management					3,000.00
Total Expenditures					**206,051.34**

Walnut Creek Community Development District
Balance Sheet
As of July 31, 2022

	Operating Fund	Debt Service (2010) Fund	General Fixed Assets	Long Term Debt	TOTAL
ASSETS					
Current Assets					
Checking/Savings					
Operating Fund	1,128,234.46	0.00	0.00	0.00	1,128,234.46
Improvements/Emergency Funds	873,593.73	0.00	0.00	0.00	873,593.73
Total Checking/Savings	2,001,828.19	0.00	0.00	0.00	2,001,828.19
Total Current Assets	2,001,828.19	0.00	0.00	0.00	2,001,828.19
Other Assets					
Investments - Interest Account	0.00	0.18	0.00	0.00	0.18
Investments - Reserve Fund	0.00	123,772.45	0.00	0.00	123,772.45
Investments - Revenue Account	0.00	114,049.50	0.00	0.00	114,049.50
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	34.19	0.00	0.00	34.19
Investments - Principal	0.00	0.27	0.00	0.00	0.27
Petty Cash	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	1,200.00	0.00	0.00	0.00	1,200.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00
Land & Land Improvements	0.00	0.00	6,327,392.00	0.00	6,327,392.00
2010 Project Improvements	0.00	0.00	1,746,100.00	0.00	1,746,100.00
2014 Improvements	0.00	0.00	66,674.00	0.00	66,674.00
Infrastructure	0.00	0.00	3,123,376.00	0.00	3,123,376.00
Equipment	0.00	0.00	30,534.00	0.00	30,534.00
Depreciation - Infrastructure	0.00	0.00	-2,758,261.00	0.00	-2,758,261.00
Depreciation - Equipment	0.00	0.00	-30,534.00	0.00	-30,534.00
Amount Available In DSF (2010)	0.00	0.00	0.00	237,856.59	237,856.59
Amount To Be Provided	0.00	0.00	0.00	807,143.41	807,143.41
Total Other Assets	1,200.00	237,856.59	8,505,281.00	1,045,000.00	9,789,337.59
TOTAL ASSETS	**2,003,028.19**	**237,856.59**	**8,505,281.00**	**1,045,000.00**	**11,791,165.78**
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accrued Expense Sundry	0.00	0.00	0.00	0.00	0.00
Maintenance Projects Reserves	271,500.00	0.00	0.00	0.00	271,500.00
Accounts Payable	62,827.74	0.00	0.00	0.00	62,827.74
Total Current Liabilities	334,327.74	0.00	0.00	0.00	334,327.74
Long Term Liabilities					
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2010)	0.00	0.00	0.00	1,045,000.00	1,045,000.00
Total Long Term Liabilities	0.00	0.00	0.00	1,045,000.00	1,045,000.00
Total Liabilities	334,327.74	0.00	0.00	1,045,000.00	1,379,327.74
Equity					
Retained Earnings	1,128,214.17	229,257.65	-2,788,795.00	0.00	-1,431,323.18
Net Income	540,486.28	8,598.94	0.00	0.00	549,085.22
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assets	0.00	0.00	11,294,076.00	0.00	11,294,076.00
Total Equity	1,668,700.45	237,856.59	8,505,281.00	0.00	10,411,838.04
TOTAL LIABILITIES & EQUITY	**2,003,028.19**	**237,856.59**	**8,505,281.00**	**1,045,000.00**	**11,791,165.78**

Walnut Creek CDD
Debt Service (Series 2010) Profit & Loss Report July 2022

	Annual Budget 10/1/21 - 9/30/22	Actual Jul-22	Year To Date Actual 10/1/21 - 7/31/22
Revenues			
Interest Income	25	6	125
NAV Tax Collection	122,214	285	121,137
Bond Prepayments	0	0	0
Total Revenues	**$ 122,239**	**$ 291**	**$ 121,262**
Expenditures			
Principal Payments	50,000	0	50,000
Additional Principal Payments	10,256	0	0
Interest Payments	61,983	0	62,663
Total Expenditures	**$ 122,239**	**$ -**	**$ 112,663**
Excess/ (Shortfall)	**$ -**	**$ 291**	**$ 8,599**

WALNUT CREEK CDD
TAX COLLECTIONS
2021 - 2022

#	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 2010 Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maintenance Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Paid to Trustee
									$1,409,035	**$162,648**	**$1,116,372**	**$130,015**	**$162,648**	**$1,116,372**	**$130,015**	
									$1,324,493	**$152,889**	**$1,049,390**	**$122,214**	**$152,889**	**$1,049,390**	**$122,214**	**$122,214**
1	1	Broward Cty Tax Collector	11/23/21	NAV Taxes	$ 142,818.42		$ (2,740.01)	$ (5,817.73)	$ 134,260.68	$ 16,481.22	$ 113,155.05	$ 13,182.15	$ 15,493.58	$ 106,374.80	$ 12,392.30	$ 12,392.30
2	D - 1	Broward Cty Tax Collector	11/09/21	NAV Taxes/Interest	$ 45.53	$ 29.37	$ (1.49)		$ 73.41	$ 74.90			$ 73.41			$ -
3	2	Broward Cty Tax Collector	12/09/21	NAV Taxes/Interest	$ 1,046,982.36	$ 29.78	$ (20,102.70)	$ (41,877.48)	$ 985,031.96	$ 120,851.54	$ 829,524.10	$ 96,636.50	$ 113,698.46	$ 780,417.65	$ 90,915.85	$ 90,915.85
4	3	Broward Cty Tax Collector	12/17/21	NAV Taxes	$ 91,321.05		$ (1,754.93)	$ (3,574.37)	$ 85,991.75	$ 10,538.40	$ 72,353.70	$ 8,428.95	$ 9,923.35	$ 68,131.30	$ 7,937.10	$ 7,937.10
5	4	Broward Cty Tax Collector	12/28/21	NAV Taxes	$ 6,538.14		$ (126.84)	$ (196.15)	$ 6,215.15	$ 754.44	$ 5,180.20	$ 603.50	$ 717.15	$ 4,924.30	$ 573.70	$ 573.70
6	5	Broward Cty Tax Collector	01/14/22	NAV Taxes/Interest	$ 15,344.55	$ 29.11	$ (298.31)	$ (459.04)	$ 14,616.31	$ 1,799.86	$ 12,157.50	$ 1,416.30	$ 1,710.36	$ 11,559.30	$ 1,346.65	$ 1,346.65
7	Int -1	Broward Cty Tax Collector	01/25/22	Interest		$ 12.90			$ 12.90	$ 12.90			$ 12.90			$ -
8	6	Broward Cty Tax Collector	02/15/22	NAV Taxes/Interest	$ 31,505.44	$ 29.50	$ (616.45)	$ (711.70)	$ 30,206.79	$ 3,665.24	$ 24,961.75	$ 2,907.95	$ 3,511.39	$ 23,909.95	$ 2,785.45	$ 2,785.45
9	7	Broward Cty Tax Collector	03/15/22	NAV Taxes/Interest	$ 14,985.53	$ 29.87	$ (297.48)	$ (141.75)	$ 14,576.17	$ 1,759.15	$ 11,873.05	$ 1,383.20	$ 1,707.92	$ 11,525.50	$ 1,342.75	$ 1,342.75
10	8	Broward Cty Tax Collector	04/15/22	NAV Taxes/Interest	$ 32,219.52	$ 30.24	$ (644.99)		$ 31,604.77	$ 3,748.36	$ 25,527.50	$ 2,973.90	$ 3,673.37	$ 25,016.95	$ 2,914.45	$ 2,914.45
11	Int -2	Broward Cty Tax Collector	04/25/22	Interest		$ 2.51			$ 2.51	$ 2.51			$ 2.51			$ -
12	9	Broward Cty Tax Collector	05/13/22	NAV Taxes/Interest	$ 7,117.86	$ 226.62	$ (146.89)		$ 7,197.59	$ 1,047.98	$ 5,639.50	$ 657.00	$ 1,030.99	$ 5,523.15	$ 643.45	$ 643.45
13	10	Broward Cty Tax Collector	06/15/22	NAV Taxes/Interest	$ 3,150.00	$ 94.50	$ (64.89)		$ 3,179.61	$ 458.00	$ 2,495.75	$ 290.75	$ 450.46	$ 2,444.35	$ 284.80	$ 284.80
14	11	Broward Cty Tax Collector	07/18/22	NAV Taxes/Interest (TC)	$ 15,790.89	$ 503.78	$ (325.89)		$ 15,968.78	$ 2,326.02	$ 12,511.15	$ 1,457.50	$ 2,288.38	$ 12,252.95	$ 1,427.45	$ 1,427.45
15									$ -							
16									$ -							
17									$ -							
					$1,407,819.29	$ 1,018.18	$ (27,120.87)	$ (52,778.22)	$ 1,328,938.38	$ 163,520.52	$1,115,379.25	$ 129,937.70	$ 154,294.23	$ 1,052,080.20	$ 122,563.95	$ 122,563.95

21/22 Assessment Roll:
$1,409,041.32

Note
11/9/2021
Distribution
Includes FY 17/18
Assessments
Totaling $45.53

Note
12/9/2021
Distribution
Includes FY 17/18
Assessments
Totaling $45.12

Note
1/14/2022
Distribution
Includes FY 17/18
Assessments
Totaling $43.12

Note
2/15/2022
Distribution
Includes FY 17/18
Assessments
Totaling $42.75

Note
3/15/2022
Distribution
Includes FY 17/18
Assessments
Totaling $42.37

Note
4/15/2022
Distribution
Includes FY 17/18
Assessments
Totaling $42.00

Note
5/13/2022
Distribution
Includes FY 17/18
Assessments
Totaling $51.19

Note
7/18/2022
Distribution
Includes FY 17/18
Assessments
Totaling $40.89

Note: $1,409,035, $162,648, $1,116,372 and $130,015 are 2021/2022 budgeted assessments before discounts and fees.
$1,324,493, $152,889, $1,049,390 and $122,214 are 2021/2022 budgeted assessments after discounts and fees.

$ 1,407,819.29	
$ 1,018.18	$ 1,328,938.38
$ (163,520.52)	$ (154,294.23)
$ (1,115,379.25)	$ (1,052,080.20)
$ -	$ -
$ (129,937.70)	$ (122,563.95)
$ 0.00	$ -

Process Date	Vendor	Invoice Number	Amount
6/2/2022	American Pool Service	581879	-$1,025.00
6/2/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	174955	-$1,100.00
6/2/2022	Elite Property Service & Painting Corp	1195	-$3,650.00
6/2/2022	Fitness Solution Inc.	51581	-$150.00
6/2/2022	Great Cleaning Corp.	040122-HG	-$900.00
6/2/2022	NDSI Group Inc	2022-1221	-$48.00
6/2/2022	Regions Security	25056	-$706.00
6/2/2022	Roto-Rooter Services Company	44-22586097	-$1,322.00
6/2/2022	Special District Services, Inc.	2022-0462	-$3,678.83
6/2/2022	Turf Management	Multiple	-$5,613.34
6/2/2022	US Bank (Tax Receipts-Series 2016)	237606000	-$1,763.80
6/2/2022	Wells Fargo (Tax Receipts) Series 2014	83346800	-$1,738.25
6/2/2022	Wells Fargo (tax receipts) Series 2017	49230800	-$171.00
6/2/2022	Wells Fargo (tax Receipts) Series 2018	49532900	-$1,231.30
6/8/2022	ALM Media LLC	I0000598204-0523	-$75.33
6/9/2022	ADT US Holdings Inc	402848696	-$57.87
6/9/2022	Amazon Capital Services	1GV1-RPNP-C64Y	-$69.00
6/9/2022	Castle Management LLC	Multiple	-$6,410.88
6/9/2022	Florida Dept of Health-Miami Dade County	13-BID-5908063	-$125.00
6/9/2022	Florida Dept of Health-Miami Dade County	13-BID-5906737	-$250.00
6/9/2022	Great Cleaning Corp.	050122-HG	-$900.00
6/9/2022	Master Pro Rain Gutters Corp.	3501	-$1,750.00
6/9/2022	Regions Security	25140	-$706.00
6/13/2022	Comcast	8.50E+15	-$356.60
6/14/2022	1st Solution Pest Control	104575	-$75.00
6/14/2022	FPL	07534-90226 0622	-$1,077.95
	TOTAL		-$34,951.15

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, *etc.*) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.,* dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.,* the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in $1,000s (*e.g.,* five hundred thousand dollars should be reported as $500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.,* FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.,* Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:

- Background Information
- Part 1
- Part 2
- Part 3
- Part 4
- Part 5
- Part 6
- Part 7
- Part 8
- Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Walnut Creek Commuity Development District
Name of stormwater utility, if applicable:	
Contact Person	
Name:	Gloria Perez
Position/Title:	District Manager
Email Address:	gperez@sdsinc.org
Phone Number:	786-347-2711

Indicate the Water Management District(s) in which your service area is located.

☐	Northwest Florida Water Management District (NWFWMD)
☐	Suwannee River Water Management District (SRWMD)
☐	St. Johns River Water Management District (SJRWMD)
☐	Southwest Florida Water Management District (SWFWMD)
☑	South Florida Water Management District (SFWMD)

Indicate the type of local government:

☐	Municipality
☐	County
☑	Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The Walnut Creek Community Development District (WCCDD) is a 246 acre developed residential community residing within the limits of the Central Broward Water Control Diistrict (CBWCD). Storm runoff from WCCDD is controlled via an interconnected system of inlets, pipes, and series of lakes (wet detention areas) that ultimately discharge into the CBWCD. The WCCDD system provides water quaulity treatment and flood protection for the area it serves. WCCDD contracts with thrid party vendors to provide

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
☐	☐	☐	☐	☐	☑	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
☐	☐	☐	☐	☐	☑	Water quality improvement (TMDL Process/BMAPs/other)
☐	☐	☐	☐	☐	☑	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

● Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?	No
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:	
● Does your jurisdiction have a dedicated stormwater utility?	No
If no, do you have another funding mechanism?	Yes

If yes, please describe your funding mechanism.

Funding mechanism is a special assessment bonds issued by the District

● Does your jurisdiction have a Stormwater Master Plan or Plans?	Yes
If Yes:	
How many years does the plan(s) cover?	5 years

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

There is permited draiange system for the walnut creek community development district. The infrastrucutre is fairly new, therefore only maintance will be required.

Please provide a link to the most recently adopted version of the document (if it is published online):

● Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?	No
If Yes, does it include 100% of your facilities?	No
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?	

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	No
An illicit discharge inspection and elimination program?	No
A public education program?	Yes
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, *etc.* ?	No
A stormwater ordinance compliance program (*i.e.,* for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS,*etc.*)?	No
A system for managing stormwater complaints?	Yes

Other specific activities?

n/a

Notes or Comments on any of the above:

The district is fully developed.

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.,* systems that are dedicated to public ownership and/or operation upon completion)? — No

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, *etc.* ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, *etc.* ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	No
Sediment removal from the stormwater system (vactor trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, *etc.*)?	Yes
Street sweeping?	Yes
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, *etc.* ?	No
Non-structural programs like public outreach and education?	No

Other specific routine activities?

n/a

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:	5.45	Miles
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	n/a	
Estimated number of storage or treatment basins (*i.e.,* wet or dry ponds):	11	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, *etc.* :		
Number of chemical treatment systems (*e.g.,* alum or polymer injection):		
Number of stormwater pump stations:	n/a	
Number of dynamic water level control structures (*e.g.,* operable gates and weirs that control canal water levels):	1	
Number of stormwater treatment wetland systems:	n/a	

Other:

The district has wetland preserve areas and 53 acres of water management areas	

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	Yes	No
Living shorelines	Yes	No
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- ☐ Asset management system
- ☐ GIS program
- ☐ MS4 permit application
- ☐ Aerial photos
- ☐ Past or ongoing budget investments
- ☐ Water quality projects

Other(s):

Permit files

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.,* the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

Proceed to Part 5

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3… this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3… this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4… this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0… this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

	Expenditures (in $thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	665	752	851	963	1,233
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc* . Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.,* that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

5.2.2 Water Quality Expenditures (in $thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, *etc.*

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

5.3.2 Water Quality Expenditures (in $thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

☐	Stormwater Master Plan
☐	Basin Studies or Engineering Reports
☐	Adopted BMAP
☐	Adopted Total Maximum Daily Load
☐	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
☐	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

Resiliency Projects with No Identified Funding Source Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

- Has a vulnerability assessment been completed for your jurisdiction's storm water system? No
  - If no, how many facilities have been assessed? 0
- Does your jurisdiction have a long-range resiliency plan of 20 years or more? No
  - If yes, please provide a link if available:
  - If no, is a planning effort currently underway? No

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, *etc* . Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

	Expenditures (in $thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

End of Useful Life Replacement Projects with No Identified Funding Source

	Expenditures (in $thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a					
n/a					
n/a					
n/a					
n/a					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	1,000,000	1,000,000					
2017-18	1,000,000	1,000,000					
2018-19	1,000,000	1,000,000					
2019-20	1,000,000	1,000,000					
2020-21	1,000,000	1,000,000					

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.,* EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	752	851	963	1,090
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	752	851	963	1,090

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
n/a				
n/a				
n/a				
n/a				
n/a				
Total	0	0	0	0

Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.
Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.
[Link to aggregated table to crosscheck category totals and uncategorized projects.]

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type	**0**	**0**	**0**	**0**	**0**

ACCEPT AND RECEIVE THE 2022 ANNUAL ENGINEERS REPORT

TO BE DISTRIBUTED UNDER SEPARATE COVER

Landshore® Enterprises, LLC
Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC

August 5, 2022

Walnut Creek Community Development District
c/o: Ms. Gloria Perez, District Manager
2501 Burns Rd., Suite A
Palm Beach Gardens, FL 33410

Dear Ms. Perez,

Please allow this letter to summarize the findings and proposed solution as described in the Erosion and Sedimentation Control Plan for Walnut Creek Community Development District, provided by Landshore® Enterprises, LLC ("Landshore®").

On May 5, 2022, Landshore® entered into an agreement with Walnut Creek Community Development District "Walnut Creek CDD", to render the following services: ***Engineering and design services for Erosion Control Shoreline Restoration activities-in and around Broward County Water Control District's canal along NW 72nd Avenue extending north toward Sheridan Street.***

As a result of these services, Landshore® provided Walnut Creek CDD with Erosion and Sedimentation Control Plans, which includes:

- Topographic and Bathymetric (Underwater) Survey
- Soil analysis of submerged soils to develop Shoreline Stability Analysis (determining bearing capacity for shoreline and angle of repose for soils)
- Detailed Cross Sections illustrating shoreline profile (above and below water)
- Product recommendation and proposed solution to Erosion Control and Shoreline Restoration (product specifications, installation methods, and quantities)

On May 16, 2022, our engineering team collected field data from canal specified location within the Walnut Creek CDD. Together with analytical data downloaded from Broward County's official website plus other sources, our team performed a comprehensive model of existing condition that was examined by staff engineers, certified stormwater inspector, and construction manager of Landshore® to find a viable alternative. Our recommended solution is presented on the set of drawings based on low-altitude high-resolution aerial photographs, geo-referenced in state plane coordinates with cross plan and sections, plan and profile, bathymetric plan, details, specifications, and best management practices for storm water pollution prevention, attached under this cover letter.

118 Shamrock Blvd., Venice, FL 34293 • ☎ Tel: (941) 303-5238 • 🖷 Fax: (941) 218-6113
6555 North Powerline Road, Suite 302, Fort Lauderdale, Florida, 33309 • ☎ Tel: (954) 327-3300 • 🖷 Fax: (954) 533-1556
✉ Email: info@landshore.com

Technical Findings:

Per request for seeking possible solutions to address slope stability, public safety, and aesthetics issues, the subject site was visited by Landshore's team of key professionals and found it to exhibit significant signs of erosion were observed in the stretches of the canal, as well as on sloped areas, where the surface is often significantly more severe than uneroded areas due to the removal of fine soil particles, receding shoreline, which does not allow the water to run well downstream, seepage and sedimentation. When erosion occurs through colluvial deposits in channels, significantly more than half of the deposits will be eroded away.

There are two interconnected canals where the objective is to catch the water from the rain through two existing pipes, one located in the north canal with a diameter of 48 inches and the other one is located to the east of the second interconnected canal with a diameter of 12 inched to head the rainwater to the west of this location, obtained a greater discharged of 217 CF/sec with a velocity of 0.89 Ft/Sec.

It was also found a great amount of sediment at the bottom of the canal, which is the accumulation of silt, sand and other debris. These sediments have been produced due to the loss of soil particles around the shoreline and have been dragged by the rainwater, and wind settling at the bottom.

Recommended Solution:

After performed a cursory review of several alternatives, it is our professional opinion, to the best of our knowledge and belief that present slope condition may be remedied by, first, dredging the bottom of the canal to remove the excess sedimentation, and by utilizing Filter Point Fabric, or any other equal product construction approved by Engineer, due to its ability to establish a safe slope condition between 1.5: 1 to 2: 1, and a hard shield against the running water that circulates through the canal, where there are two large pipes that have to be reduced in velocity by means of a step pool and then change the longitudinal slope to 0.6%.

By improving the existing conditions of the embankment with the placement of the proposed Filter Point Fabric and with the change of longitudinal slopes and the transverse slopes, the stability safety factor calculates to be greater than 3.0 (see figure 2 below).

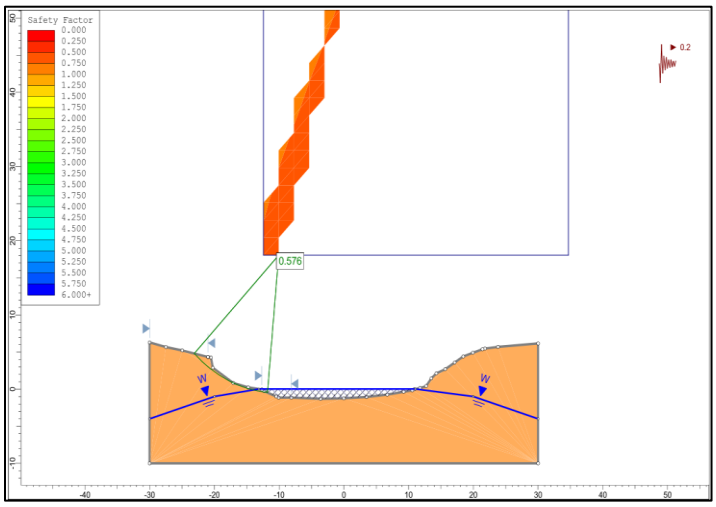


Figure 1. Slope Stability. Existing Conditions

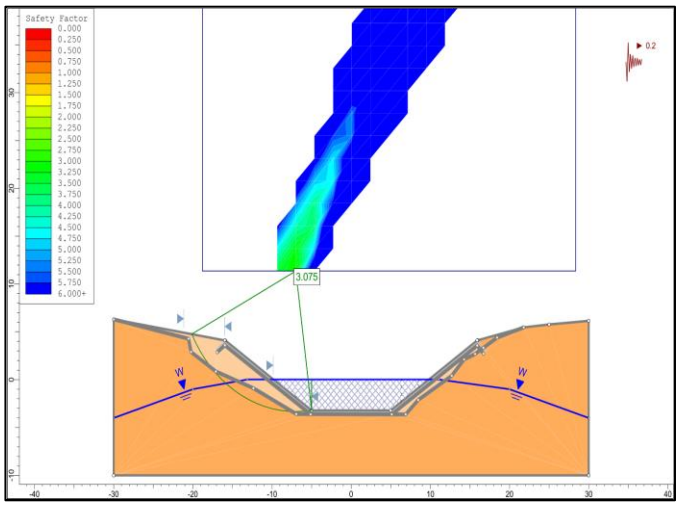


Figure 2. Slope Stability after installation of Filter Point Fabric

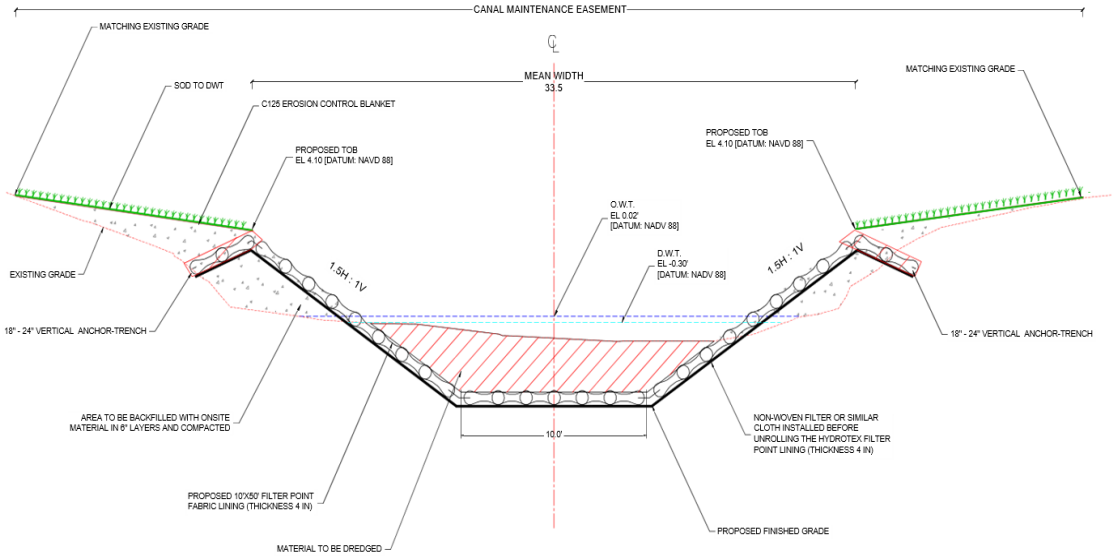


Figure 3. Typical Section – Filter Point Fabric

Some of our considerations for this recommendation are as follows:

- This application has been calculated to withstand anticipated water velocity, fluctuation of water levels and provide hard-arming along the embankment.
- Filter Point Fabric system allows for its weight to be evenly distributed over a large area. This even distribution of weight along with the design of trenching and filter fabric to be installed underneath the matting, will secure the application in place and provide slope stability.
- This design features a continuing slope to the canal bottom and across to the opposite embankment. This is due to scouring effect. When altering or armoring one side of a canal, it can have adverse effects such as scouring and undermining to occur on the opposing embankment.
- This application will be concurring with the already existing Filter Fabric Point mat located at the north of the canal, thus providing a better aesthetic.

Product Alternatives: For comparison, please see below for our considerations of other erosion control products.

After performing a review of several erosion control product alternatives, including Articulating Concrete Block Mat, Geo Web Stacked Retaining Wall, Gabion Revetment Wall and rock riprap, among others—it is our professional opinion and belief that the present slope condition may be best remedied by Filter Point Fabric.

- ✓ Articulating Concrete Block Mat: Due to the watershed and velocity data, an appropriate size Articulating Concrete Block Mat would require use of a crane to stage and install the materials. This product would present unnecessary complexity and costs during construction in comparison to the proposed solution.

- ✓ Geo Web (or GeoCell): To properly achieve stabilization, the Geo Web will need to be stacked in a mechanically stabilized earth (MSE) terrace configuration. This method would require extensive use of machinery along the canal as well as importation of cell in-fill materials. To remain cost-effective, we do not recommend this application as it exceeds the costs of Filter Point Fabric, with a more complicated construction method that implies dewatering and other engineering systems, without providing additional stabilization or hydraulic benefits.

- ✓ Gabion Revetment Wall: Gabion Revetment Wall is a hard and durable structure that is beneficial in high water flow settings and pervious to resist hydrostatic pressure. For this application, however, a Gabion installation would present challenges in installation due to machinery required, amount of rock in-fill to be imported, and costliness of the design, with a more complicated construction method that implies dewatering and other engineering systems, without providing additional stabilization or hydraulic benefits.

- ✓ Rock Riprap: Due to the design slope requirements and water flow velocity, rock riprap has a high tendency for failure. Excess water velocity has potential to displace rocks along the slope resulting in a loss of embankment protection over time.

Construction Costs: Engineering Opinion of Probable Costs.

Based on the Erosion and Sedimentation Control Plans and proposed solution, it is Landshore® opinion this construction work is estimated between **$260,000.00 to 300,000.00.**

These costs do not include performance bond or permitting fees, if necessary.

Prior to construction commencement, all government entities with jurisdiction will need to be consulted regarding construction activities and permit determination. For budgeting purposes, typical permit fees are anticipated to not exceed five (5) percent of the total cost of the project.

If Walnut Creek CDD, is to proceed with construction, Landshore® would be glad to provide a formal proposal.

Landshore® thanks Walnut Creek CDD, for allowing us to provide engineering services for Erosion Control and Embankment Stabilization.

If you have any additional questions, require further information, or would like to discuss this proposal, do not hesitate to contact us at (954) 327-3300 or via email at info@landshore.com.

We look forward to having the pleasure of doing business with you.

Sincerely,
Nicolas Valles-Negrette, Senior Engineer
Qualified Stormwater Management Inspector Number 41451

André van den Berg, President
Qualified Stormwater Management Inspector Number 37843

Landshore® Enterprises, LLC

	Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass **ASTM D - 2216 -92**	***Environmental Engineering*** *Erosion Control, Landscaping* *& Construction Management*

CLIENT:	Walnut Creek - Canal	PLACE:	Creek
PROJECT:	2022-003	DATE:	5/25/2022
ADDRESS:	7201 Sheridan St, Hollywood,FL	REPORTED TO:	Nicolas Valles N.
SAMPLE BY:	A. Jose Pereira		

Water (Moisture) Content

ASTM D - 2216 -92

	Points	1	2	3	4	5
Water Content	Tare Name	17				
	Tare Mass (gr.)	356.40				
	Tare + Wet Sample (gr)	1,342.46				
	Tare + Dry Sample (gr)	1,129.59				
	Wet Mass (gr)	212.87				
	Dry Mass (gr)	773.19				
	Water Content (%)	**27.53%**				

Comments: **Sand (USDA soil textural classification)**

U.S.C.S. : SP Poorly graded sand

AASHTO. : A-3(0) Fine sand that is nonplastic

MANAGEABLE : (Poor to Very Poor)

	Sieve Analysis of Fine and Coarse Aggregates **ASTM C136**	***Environmental Engineering*** *Erosion Control, Landscaping* *& Construction Management*

CLIENT: Walnut Creek - Canal PLACE: Creek DATE: 5/25/2022

PROJECT: **2022-003**

ADDRESS: 7201 Sheridan St, Hollywood,FL

SAMPLE BY: A. Jose Pereira REPORTED TO: Nicolas Valles N.

COARSE

TOTAL WEIGHT (T): 256.19

CUMULATIVE WEIGHT No. 10 (A): 32.09

PASSING WEIGHT No. 10 (Ba): 224.10

SIEVE	WEIGHT RETAINED	% PARTIAL RETAINED	% CUMULATIVE RETAINED	% PASSING.
3"	0.00	0.00%	0.00%	100.00%
2-1/2"	0.00	0.00%	0.00%	100.00%
2"	0.00	0.00%	0.00%	100.00%
1-1/2"	0.00	0.00%	0.00%	100.00%
1"	0.00	0.00%	0.00%	100.00%
3/4"	0.00	0.00%	0.00%	100.00%
1/2"	0.00	0.00%	0.00%	100.00%
3/8"	0.00	0.00%	0.00%	100.00%
1/4"	0.00	0.00%	0.00%	100.00%
N° 4	0.00	0.00%	0.00%	100.00%
N° 10	32.09	12.53%	12.53%	87.47%

GRANULOMETRY ANALYSIS DATA

% w_n = 27.53%

COARSE

$WT_{WET\ SAMPLE}$ = 40.92

$WS_{DRY\ SAMPLE}$ = 32.09

FINE

$WT_{WET\ SAMPLE}$ = 285.40

$WS_{DRY\ SAMPLE}$ = 223.79

FINE

Sample Weight: (Bb) 224.10

SIEVE	WEIGHT RETAINED				
N° 20	3.04	3.04	1.19%	13.72%	86.28%
N° 40	43.43	43.43	16.95%	30.67%	69.33%
N° 60	128.64	128.64	50.21%	80.88%	19.12%
N° 80	35.99	35.99	14.05%	94.93%	5.07%
N° 100	8.17	8.17	3.19%	98.12%	1.88%
N° 200	4.00	4.00	1.56%	99.68%	0.32%
PAN	0.520	0.52	0.20%	100.00%	0.00%

$f_1 = \frac{100}{T} = 0.3903$

$f_2 = \frac{Ba}{Bb} = 1.000$

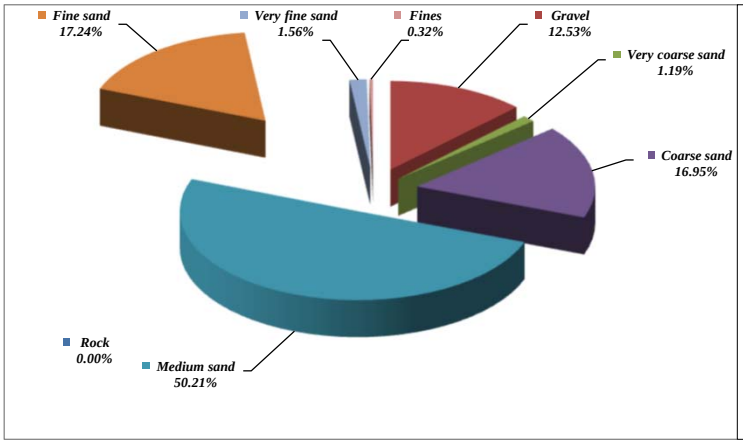
Weight Passing Nº 200 =

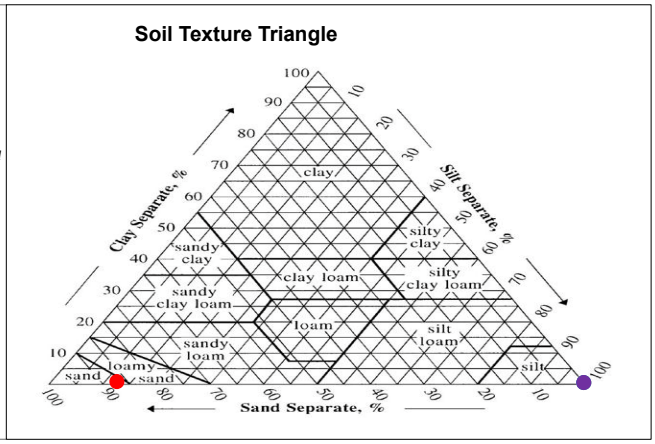
W_1 = 0.82

Total final Weight: 255.88 g Right!

RESULTS

Rock	greater than 75.0 millimeters (~2")	**0.00%**
Gravel	2.0 to 75.0 millimeters	**12.53%**
Very coarse sand	1.0 to 2.0 millimeters	**1.19%**
Coarse sand	0.5 to 1.0 millimeters	**16.95%**
Medium sand	0.25 to 0.5 millimeters	**50.21%**
Fine sand	0.10 to 0.25 millimeters	**17.24%**
Very fine sand	0.05 to 0.10 millimeters	**1.56%**
Fines	Clay and Colloids (Passing #200)	**0.32%**





Comments: **Sand (USDA soil textural classification)**

U.S.C.S. : SP Poorly graded sand

AASHTO. : A-3(0) Fine sand that is nonplastic

MANAGEABLE : (Poor to Very Poor)

Landshore Enterprises, LLC - 6555 Powerline Rd., Ste. #302, Fort Lauderdale, Florida 33309
Tel: (954) 327-3300 • Fax: (954) 533-1556 • Email: info@landshore.com

	Sieve Analysis of Fine and Coarse Aggregates **ASTM C136**	***Environmental Engineering*** *Erosion Control, Landscaping* *& Construction Management*

CLIENT: Walnut Creek - Canal PLACE: Creek DATE: 5/25/2022

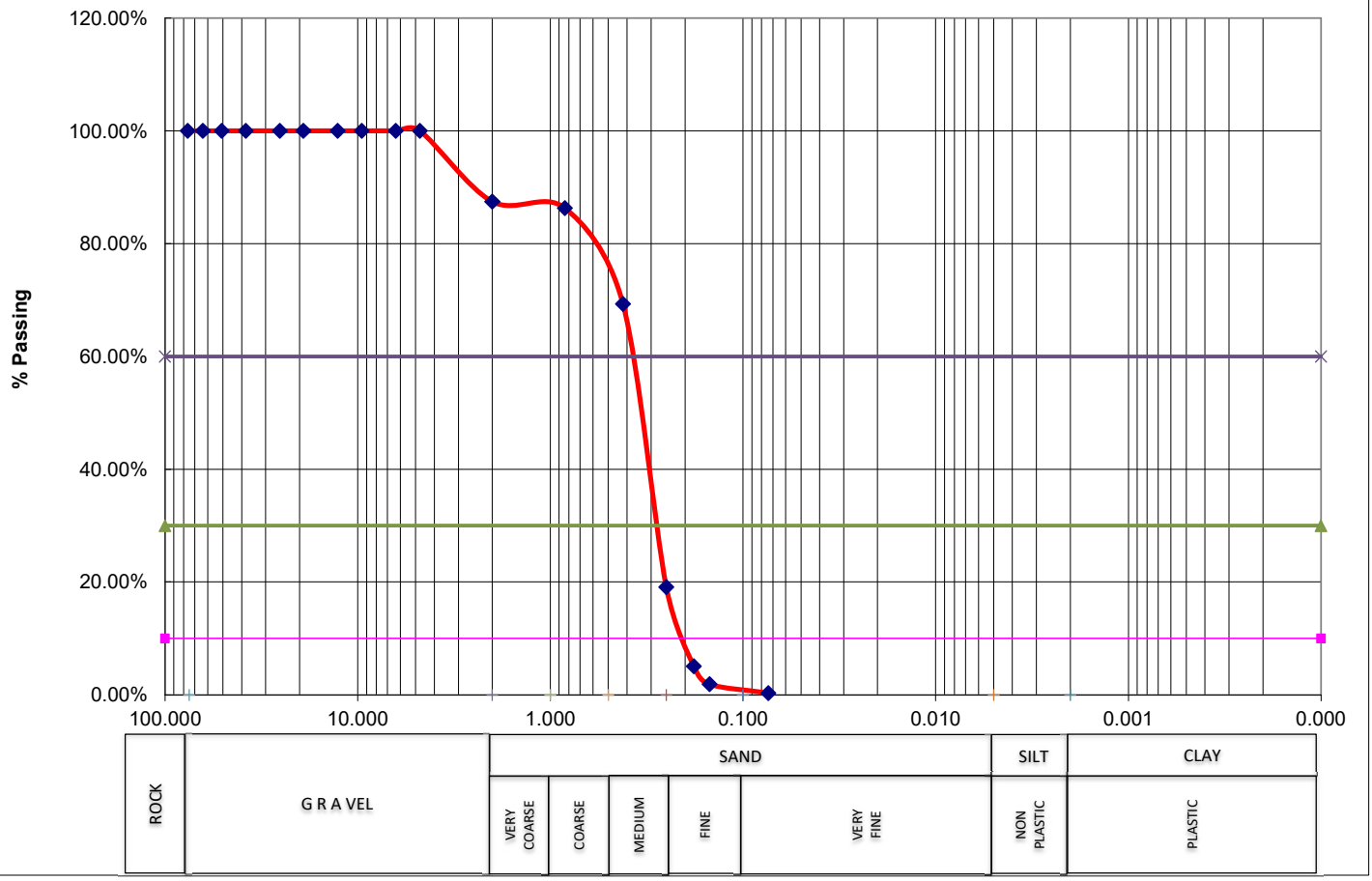
PROJECT: **2022-003**

ADDRESS: 7201 Sheridan St, Hollywood,FL

SAMPLE BY: A. Jose Pereira REPORTED TO: Nicolas Valles N.

MANAGEABLE : (Poor to Very Poor)

Grain-size distribution Curve



Coefficient of Gradation

$$Cc = \frac{(D30)^2}{D10 * D_{60}} \; ; \; between \; 1 \; and \; 3$$

Uniformity Coefficient

$$Cu = \frac{D\,60}{D\,10}$$

$$Cu = \frac{D\,60}{D\,10} \; ; \; \text{More than 4} \quad \text{(Gravel)}$$

D10= **0.2000** D30= **0.2900** D60= **0.3900**

Cu = 1.95 Cc= 1.08

Comments: **Sand (USDA soil textural classification)**

U.S.C.S. : SP Poorly graded sand

MANAGEABLE : (Poor to Very Poor)

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	Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens ASTM D7263	***Environmental Engineering*** *Erosion Control, Landscaping & Construction Management*

CLIENT:	Walnut Creek - Canal	PLACE:	**Creek**
PROJECT:	2022-003	DATE:	5/25/2022
ADDRESS:	7201 Sheridan St, Hollywood,FL	REPORTED TO:	Nicolas Valles N.
SAMPLE BY:	A. Jose Pereira	DRY SAMPLE:	**Y**
CONTENT OF WATER:	**27.53%**		

Dry Density

	Points	1	2	3	4	5
Dry Density	Mold + Sample (gr.)	1,118.92				
	Mold Mass (gr.)	973.83				
	Weight Sample (gr.)	145.09				
	Mold Area (cm^2)	36.00				
	Mold height (cm)	2.43				
	Mold Volume (cm^3)	87.36				
	Density (Kg/m^3)	**1,660.83**				
	Average Density (Kg/m^3)	**1,660.83**				
	Dry Density (Lb/ft^3)	**103.68**				

Comments: **Sand (USDA soil textural classification)**

U.S.C.S. : SP Poorly graded sand

AASHTO. : A-3(0) Fine sand that is nonplastic

MANAGEABLE : (Poor to Very Poor)

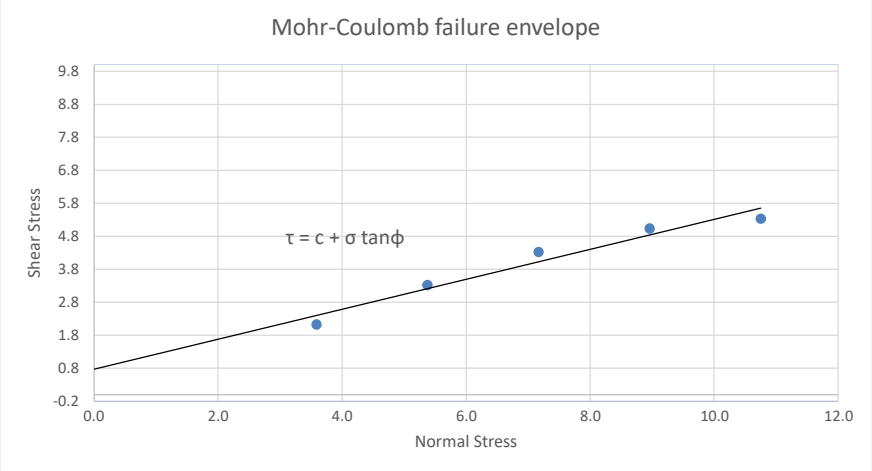
	DIRECT SHEAR TEST, PER ASTM D3080 (AASHTO T236)	***Environmental Engineering*** *Erosion Control, Landscaping & Construction Management*

CLIENT:	Walnut Creek - Canal	PLACE:	**Creek**
PROJECT:	2022-003	DATE:	5/25/2022
ADDRESS:	7201 Sheridan St, Hollywood,FL	REPORTED TO:	Nicolas Valles N.
SAMPLE BY:	A. Jose Pereira		

Direct shear test

Area: **5.58**

Vertical Load	Compressor Pressure	Normal Stress	Horizontal Load	Shear Stress
lbs	psi	psi	lbs	psi
20	22.6	**3.6**	11.85	**2.1**
30	32.6	**5.4**	18.50	**3.3**
40	42.2	**7.2**	24.10	**4.3**
50	51.8	**9.0**	28.10	**5.0**
60	61.5	**10.8**	29.75	**5.3**



Angle of internal friction	Cohesion	Compacted
27.5º	*0 kPa*	*Yes*

Comments:

DRY SAMPLE TESTED

Poorly graded sand poorly graded with a friction Angle of : 27.5º and Cohesion of 0 kPa

U.S.C.S. : SP Poorly graded sand

AASHTO. : A-3(0) Fine sand that is nonplastic

MANAGEABLE : (Poor to Very Poor)

Cherokee Town and Country Club

			U.C.S.C.	AASHTO
CLIENT:	Walnut Creek - Canal	CLASSIFICATION:	SP	A-3(0)
PROJECT:	2022-003	TYPICAL DESCRIPTION:	**Poorly graded sand**	**Fine sand that is nonplastic**
ADDRESS:	7201 Sheridan St, Hollywood,FL			
PLACE:	Creek	DATE:	Wednesday, May 25, 2022	

AASHTO CIassification System

Granulometry Method= Sieve

Laboratory (%)

Sieve analysis (percentage passing)	N° 10	87.47	**Group Index (G.I.):**		
	N° 40	69.33	a:	35	0
	N° 200	0.32		75	40
Characteristics of fraction passing No. 40	Liquid Limit	N.L.	a:	0.00	
	Plastic Limit	N.P.	b:	15	0
	Plasticity Index	N.L.		55	40
			b:	0.00	
Group Index (G.I.):		(0.00)	c:	40	0
				60	20
Primarily organic matter, dark in color, and organic odor **(Y/N)**		**N**	c:	0.00	
			d:	10	0
				30	20
			d:	0.00	
IG= 0,2 * a + 0,005 * a * c + 0,01 * b * d =			**(0.00)**		

AASHTO CLASSIFICATION	**A-3(0)**
TYPICAL DESCRIPTION:	**Fine sand that is nonplastic**
VALUE AS SUBGRADE	**Excellent to Good**
GRANULOMETRY CLASSIFICATION	**Sand (USDA soil textural classification)**

Table 01. Classification of Highway Subgrade Material

GENERAL CLASSIFICATION								
GROUP CLASSIFICATION		Sieve analysis (percentage passing)			Characteristics of fraction passing No. 40		Group Index Nº.	Description
		10	40	200	Liquid limit	Plasticity index		
A-1			50 MAX	25 MAX		6 MAX	0	Stone fragments, gravel, and sand
	A-1a	50 MAX	50 MAX	15 MAX		6 MAX	0	Stone or gravel fragments
	A-1b		50 MAX	25 MAX		6 MAX	0	Gravel and sand mixtures
A-2*				35 MAX			0 to 4	Silty or clayey gravel and sand
	A-2-4			35 MAX	40 MAX	10 MAX	0	Silty gravel and sand
	A-2-5			35 MAX	41 MIN	10 MAX	0	Silty gravel and sand
	A-2-6			35 MAX	40 MAX	11 MIN	4 MAX	Clayey gravel and sand
	A-2-7			35 MAX	41 MIN	11 MIN	4 MAX	Clayey gravel and sand
A-3			51 MIN	10 MAX		N.L.	0	Fine sand
A-4				36 MIN	40 MAX	10 MAX	8 MAX	Silty soils
A-5				36 MIN	41 MIN	10 MAX	12 MAX	Silty soils
A-6				36 MIN	40 MAX	11 MIN	16 MAX	Clayey soils
A-7	**A-7-5**			36 MIN	41 MIN	11 MIN	20 MAX	Clayey soils
	A-7-6			36 MIN	41 MIN	11 MIN	20 MAX	Clayey soils
A-8								Peat and other highly organic soils.

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Cherokee Town and Country Club

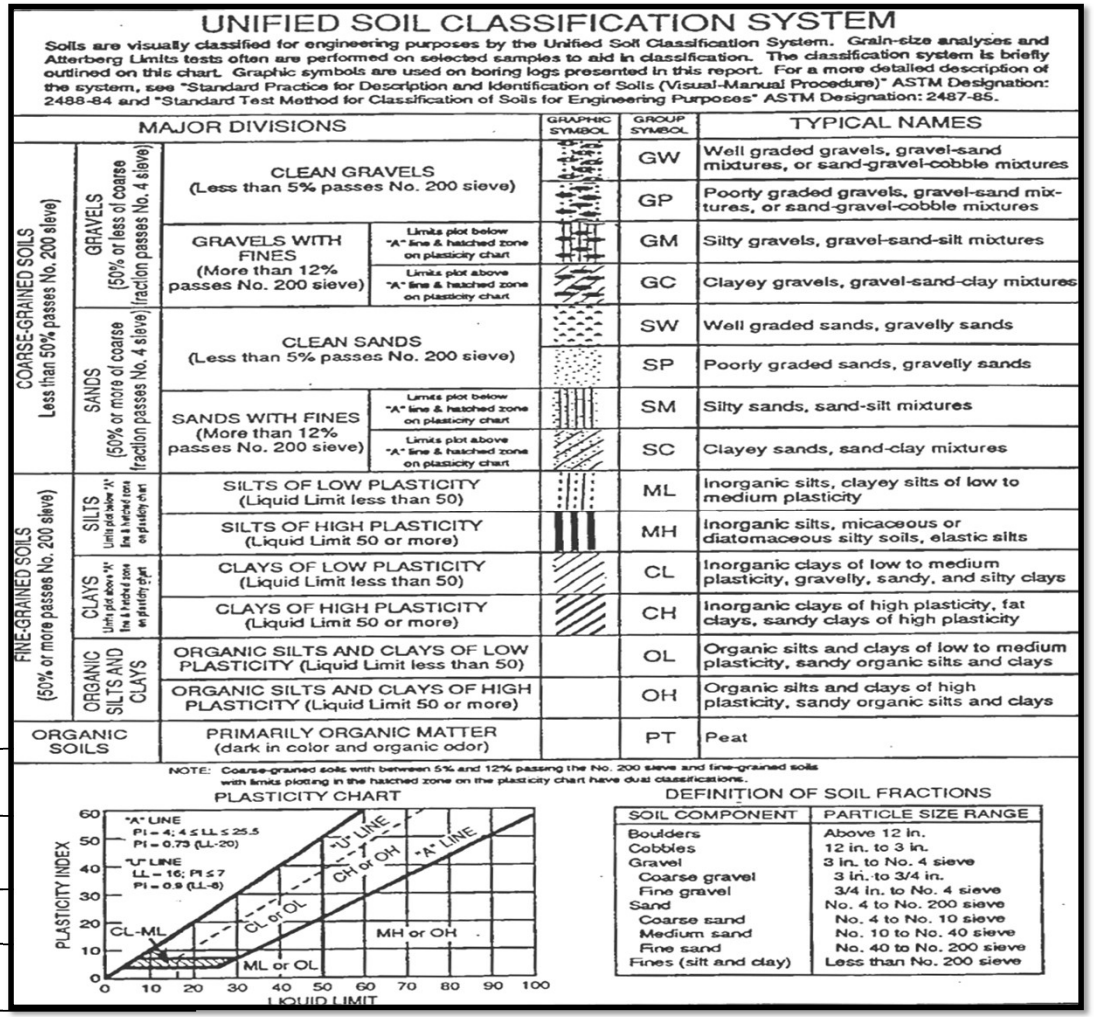
			U.C.S.C.	AASHTO
CLIENT:	Walnut Creek - Canal	CLASSIFICATION:	SP	A-3(0)
PROJECT:	2022-003	TYPICAL DESCRIPTION:	**Poorly graded sand**	**Fine sand that is nonplastic**
ADDRESS:	7201 Sheridan St, Hollywood,FL			
PLACE:	Creek	DATE:	Wednesday, May 25, 2022	

Granulometry Method= Sieve

Laboratory		(%)	
Sieve analysis (percentage passing)	N° 200	0.32	
	N° 4 (Total)	100.00	
	Nº. 4 (Corase-Grained)	100.00	
Characteristics of fraction passing No. 40	Liquid Limit	Oven	
		N.L.	
	Plastic Limic	N.P.	
	Laboratory Plasticity Index P.I. = LL - PL	N.P.	
	Teorical Plasticity Index	"A" LINE	"U"LINE
		N.L.	N.P.
Coefficient	Gradation (CC)	1.08	
	Uniformity (CU)	1.95	
ORGANIC MATTER PRENSENCE **(Y/N)**:		**N**	
Primarily organic matter, dark in color, and organic odor **(Y/N)**		**N**	

U.S.C.S. CLASSIFICATION:	**SP**
TYPICAL DESCRIPTION:	**Poorly graded sand**
GRANULOMETRIC CLASSIFICATION :	**Sand (USDA soil textural classification)**
MANAGEABLE :	**(Poor to Very Poor)**

Unified Soil Classification System
ASTM D-2487-00



UNIFIED SOIL CLASSIFICATION SYSTEM

Soils are visually classified for engineering purposes by the Unified Soil Classification System. Grain-size analyses and Atterberg Limits tests often are performed on selected samples to aid in classification. The classification system is briefly outlined on this chart. Graphic symbols are used on boring logs presented in this report. For a more detailed description of the system, see "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)" ASTM Designation: 2488-84 and "Standard Test Method for Classification of Soils for Engineering Purposes" ASTM Designation: 2487-85.

MAJOR DIVISIONS			GRAPHIC SYMBOL	GROUP SYMBOL	TYPICAL NAMES
COARSE-GRAINED SOILS Less than 50% passes No. 200 sieve)	GRAVELS (50% or less of coarse fraction passes No. 4 sieve)	CLEAN GRAVELS (Less than 5% passes No. 200 sieve)		GW	Well graded gravels, gravel-sand mixtures, or sand-gravel-cobble mixtures
				GP	Poorly graded gravels, gravel-sand mixtures, or sand-gravel-cobble mixtures
		GRAVELS WITH FINES (More than 12% passes No. 200 sieve) — Limits plot below "A" line & hatched zone on plasticity chart		GM	Silty gravels, gravel-sand-silt mixtures
		GRAVELS WITH FINES (More than 12% passes No. 200 sieve) — Limits plot above "A" line & hatched zone on plasticity chart		GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS (50% or more of coarse fraction passes No. 4 sieve)	CLEAN SANDS (Less than 5% passes No. 200 sieve)		SW	Well graded sands, gravelly sands
				SP	Poorly graded sands, gravelly sands
		SANDS WITH FINES (More than 12% passes No. 200 sieve) — Limits plot below "A" line & hatched zone on plasticity chart		SM	Silty sands, sand-silt mixtures
		SANDS WITH FINES (More than 12% passes No. 200 sieve) — Limits plot above "A" line & hatched zone on plasticity chart		SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more passes No. 200 sieve)	SILTS Limits plot below "A" line & hatched zone on plasticity chart	SILTS OF LOW PLASTICITY (Liquid Limit less than 50)		ML	Inorganic silts, clayey silts of low to medium plasticity
		SILTS OF HIGH PLASTICITY (Liquid Limit 50 or more)		MH	Inorganic silts, micaceous or diatomaceous silty soils, elastic silts
	CLAYS Limits plot above "A" line & hatched zone on plasticity chart	CLAYS OF LOW PLASTICITY (Liquid Limit less than 50)		CL	Inorganic clays of low to medium plasticity, gravelly, sandy, and silty clays
		CLAYS OF HIGH PLASTICITY (Liquid Limit 50 or more)		CH	Inorganic clays of high plasticity, fat clays, sandy clays of high plasticity
	ORGANIC SILTS AND CLAYS	ORGANIC SILTS AND CLAYS OF LOW PLASTICITY (Liquid Limit less than 50)		OL	Organic silts and clays of low to medium plasticity, sandy organic silts and clays
		ORGANIC SILTS AND CLAYS OF HIGH PLASTICITY (Liquid Limit 50 or more)		OH	Organic silts and clays of high plasticity, sandy organic silts and clays
ORGANIC SOILS		PRIMARILY ORGANIC MATTER (dark in color and organic odor)		PT	Peat

NOTE: Coarse-grained soils with between 5% and 12% passing the No. 200 sieve and fine-grained soils with limits plotting in the hatched zone on the plasticity chart have dual classifications.

PLASTICITY CHART

DEFINITION OF SOIL FRACTIONS

SOIL COMPONENT	PARTICLE SIZE RANGE
Boulders	Above 12 in.
Cobbles	12 in. to 3 in.
Gravel	3 in. to No. 4 sieve
Coarse gravel	3 in. to 3/4 in.
Fine gravel	3/4 in. to No. 4 sieve
Sand	No. 4 to No. 200 sieve
Coarse sand	No. 4 to No. 10 sieve
Medium sand	No. 10 to No. 40 sieve
Fine sand	No. 40 to No. 200 sieve
Fines (silt and clay)	Less than No. 200 sieve

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Soils Data:

N is Manning's roughness coefficient, which is correlating well with calculated by Landshore, based on Guide for Selecting Manning's Roughness Coefficients for Natural Channels and Flood Plains United States Geological Survey Water-Supply Paper 2339, prepared in cooperation with the United States Department of Transportation, Federal Highway Administration as following.

Base value of Manning's n for straight uniform channel with firm sandy soil is should be 0.025; considering the moderate irregularity the moderate bed roughness and moderately sloughed or eroded side slopes adjustment value is 0.01; adding the occasional variation in channel cross section and cross section alternation, flow shift from side to side adjustment value is 0.005; adding the minor effect of obstruction - debris deposits, stumps, exposed roots, logs, etc. that occupy less than 15 percent of the cross-sectional area adjustment value is 0.005. Adding the amount of settlement material located in the bottom of the canal will result in a Manning' s coefficient that should be 0.017. All these factors cause low velocity producing shear failure due to pore pressure, in addition to the existing ground was not compacted well enough which caused more sedimentation on the bottom and reduced the effective capacity of the canal.

Regarding the soil characteristics and according to the United States Department of Agriculture, the soil found has the following:



Fig 1. Web Soil Survey. National Cooperative Soil Survey

15—Immokalee fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2s3lk
Elevation: 0 to 130 feet
Mean annual precipitation: 42 to 68 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Immokalee and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the map unit.

Description of Immokalee

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 35 inches: fine sand
Bh - 35 to 54 inches: fine sand
BC - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D

Landshore® Soil Analysis:

Sieve Analysis

Rock	greater than 75.0 millimeters (~2")	**0.00%**
Gravel	2.0 to 75.0 millimeters	**12.53%**
Very coarse sand	1.0 to 2.0 millimeters	**1.19%**
Coarse sand	0.5 to 1.0 millimeters	**16.95%**
Medium sand	0.25 to 0.5 millimeters	**50.21%**
Fine sand	0.10 to 0.25 millimeters	**17.24%**
Very fine sand	0.05 to 0.10 millimeters	**1.56%**
Fines	Clay and Colloids (Passing #200)	**0.32%**

USDA Soil Classification: Fine Sand

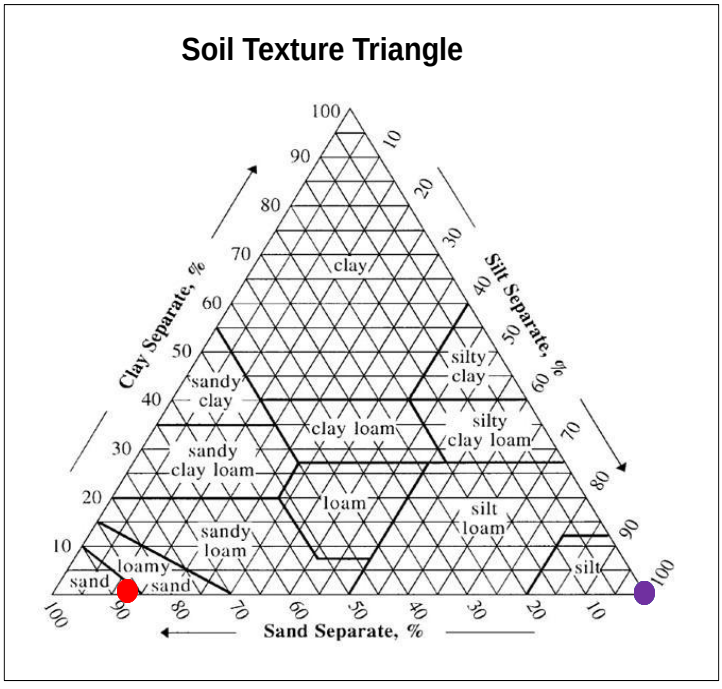


Figure 2: USDA – Soil Texture Triangle

AASHTO Classification

Laboratory		(%)			
Sieve analysis (percentage passing)	N° 10	87.47	Group Index (G.I.):		
	N° 40	69.33	a:	35	0
	N° 200	0.32		75	40
Characteristics of fraction passing No. 40	Liquid Limit	N.L.	a:	0.00	
	Plastic Limit	N.P.	b:	15	0
	Plasticity Index	0.0		55	40
			b:	0.00	
Group Index (G.I.):		(0.00)	c:	40	0
				60	20
Primarily organic matter, dark in color, and organic odor **(Y/N)**		N	c:	0.00	
			d:	10	0
				30	20
		-	d:	0.00	
IG= 0,2 * a + 0,005 * a * c + 0,01 * b * d =			**(0.00)**		

AASHTO CLASSIFICATION	**A-3(0)**
TYPICAL DESCRIPTION:	**Fine sand that is non-plastic**
VALUE AS SUBGRADE	**Excellent to Good**

Figure 3: AASHTO Input and Output Data

Unified Soil Classification System

Granulometry Method = Sieve

Laboratory		(%)	
Sieve analysis (percentage passing)	N° 200	1.54	
	N° 4 (Total)	100.00	
	Nº. 4 (Coarse-Grained)	100.00	
Characteristics of fraction passing No. 40	Liquid Limit	Oven	
		0.0	
	Plastic Limit	N.P.	
	Laboratory Plasticity Index P.I. = LL - PL	N.P.	
	Theorical Plasticity Index	"A" LINE	"U"LINE
		N.L.	N.P.
Coeff	Gradation (CC)	1.08	
	Uniformity (CU)	1.95	
ORGANIC MATTER PRESENCE (**Y/N**):		**N**	
Primarily organic matter, dark in color, and organic odor (**Y/N**)		**N**	

U.S.C.S. CLASSIFICATION:	**SP**
TYPICAL DESCRIPTION:	**Poorly graded sand**
MANAGEABLE:	**(Poor to Very Poor)**

Figure 4: USCS Input and Output Data

Direct shear test conducted by hydro-geologist staff of environmental science department at Landshore® private laboratory in accordance to ASTM D3080 or AASHTO T236 Standards confirmed, 27.5 degrees angle of internal friction in critical state (or maximum angle of natural repose), as shown in Figure 5, which ultimately corresponds to marginally stable slope 1 (Vertical) : 1.92 (Horizontal).

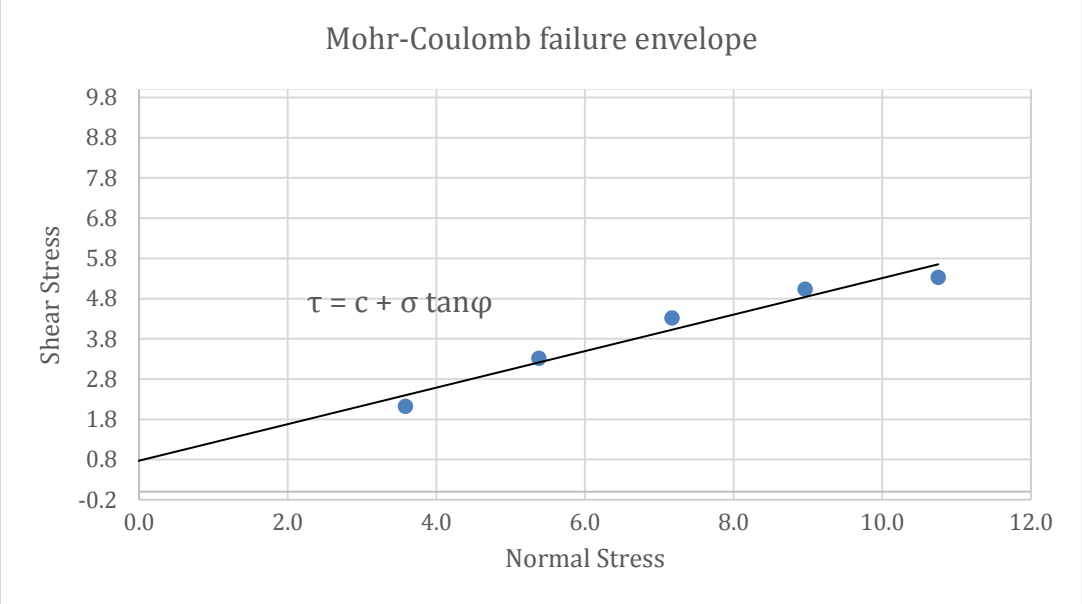


Figure 5: Mohr-Coulomb Failure Envelope

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

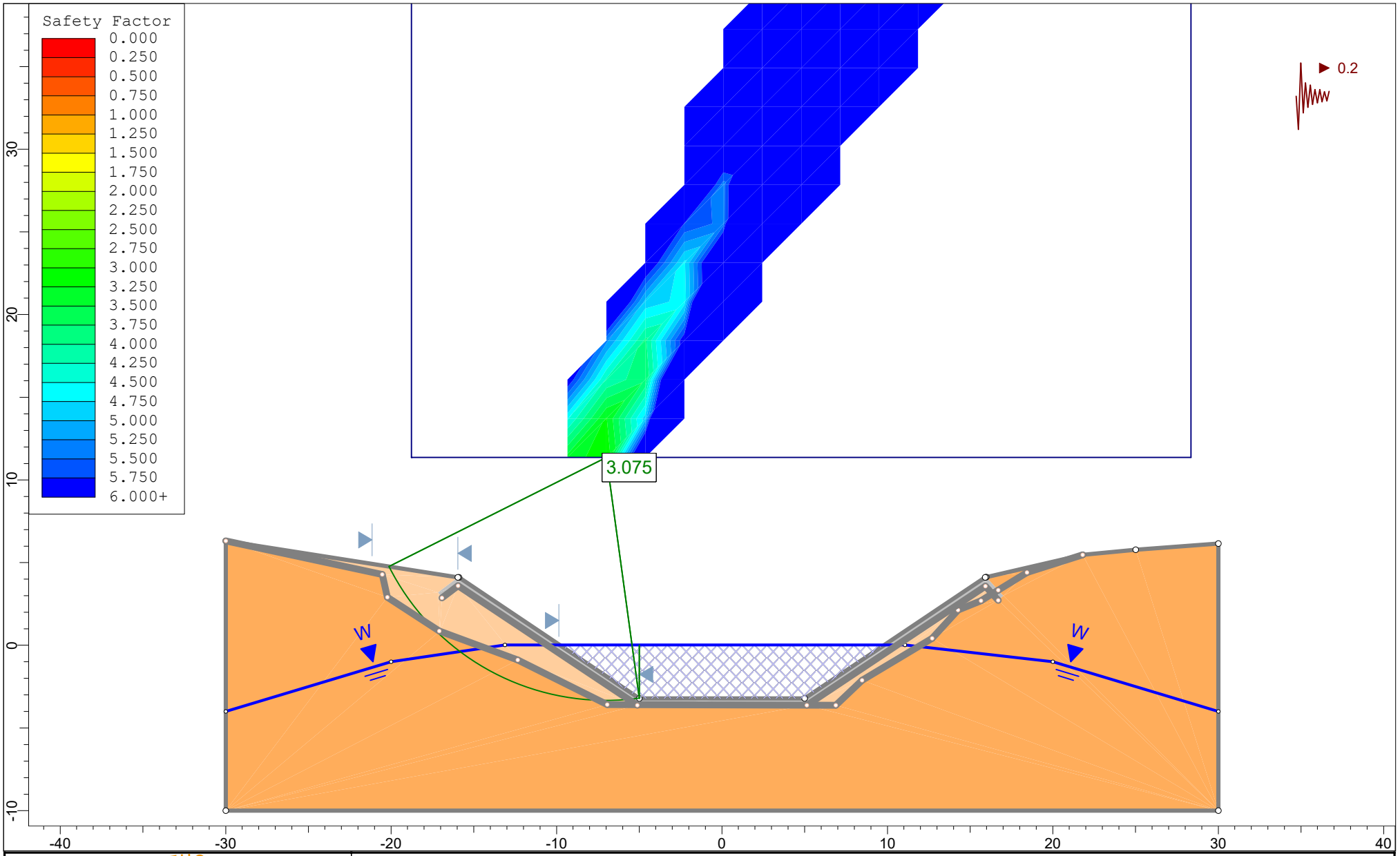
American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Data Source Information

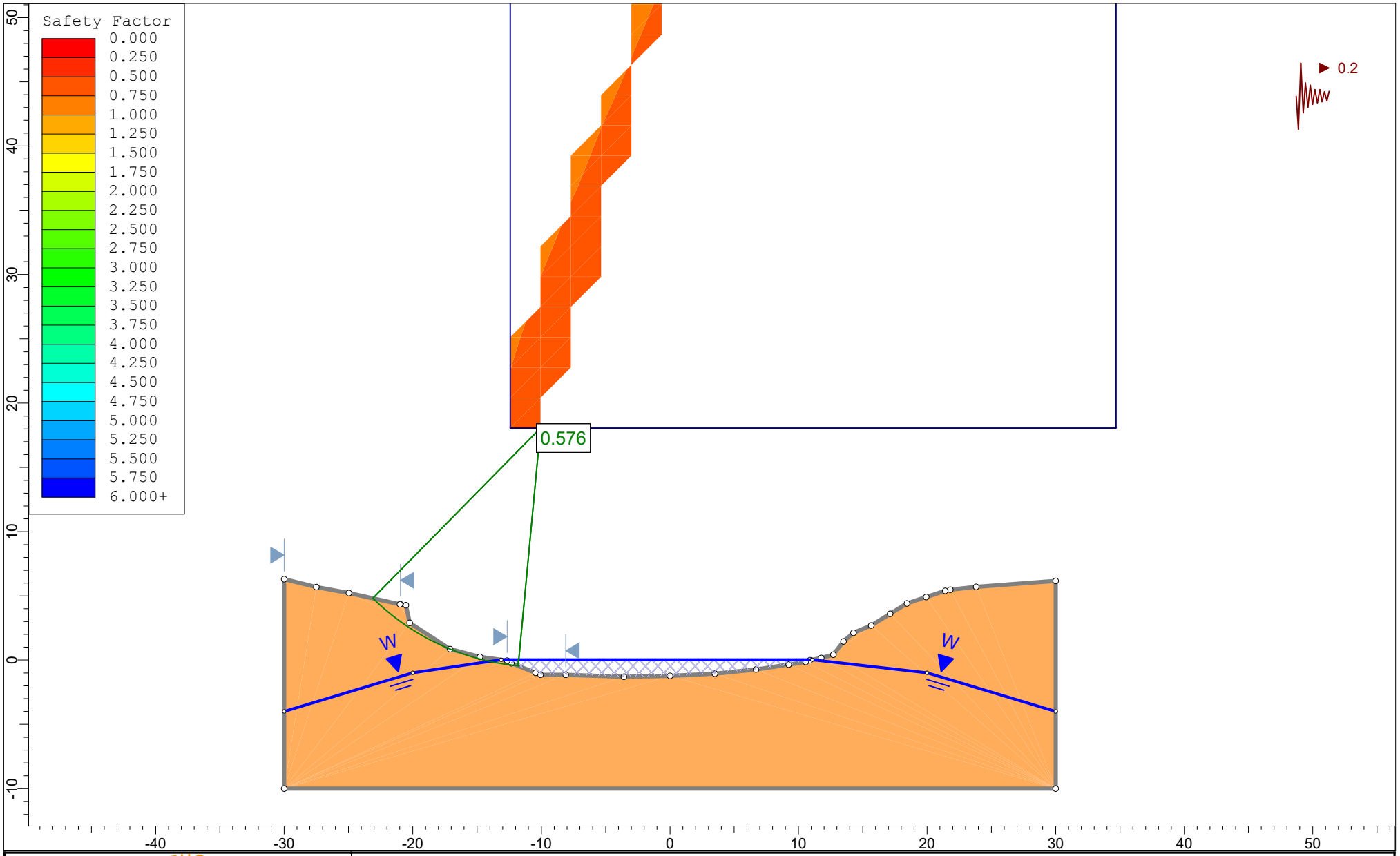
Soil Survey Area: Miami-Dade County Area, Florida

Survey Area Data: Version 13, Aug 25, 2021

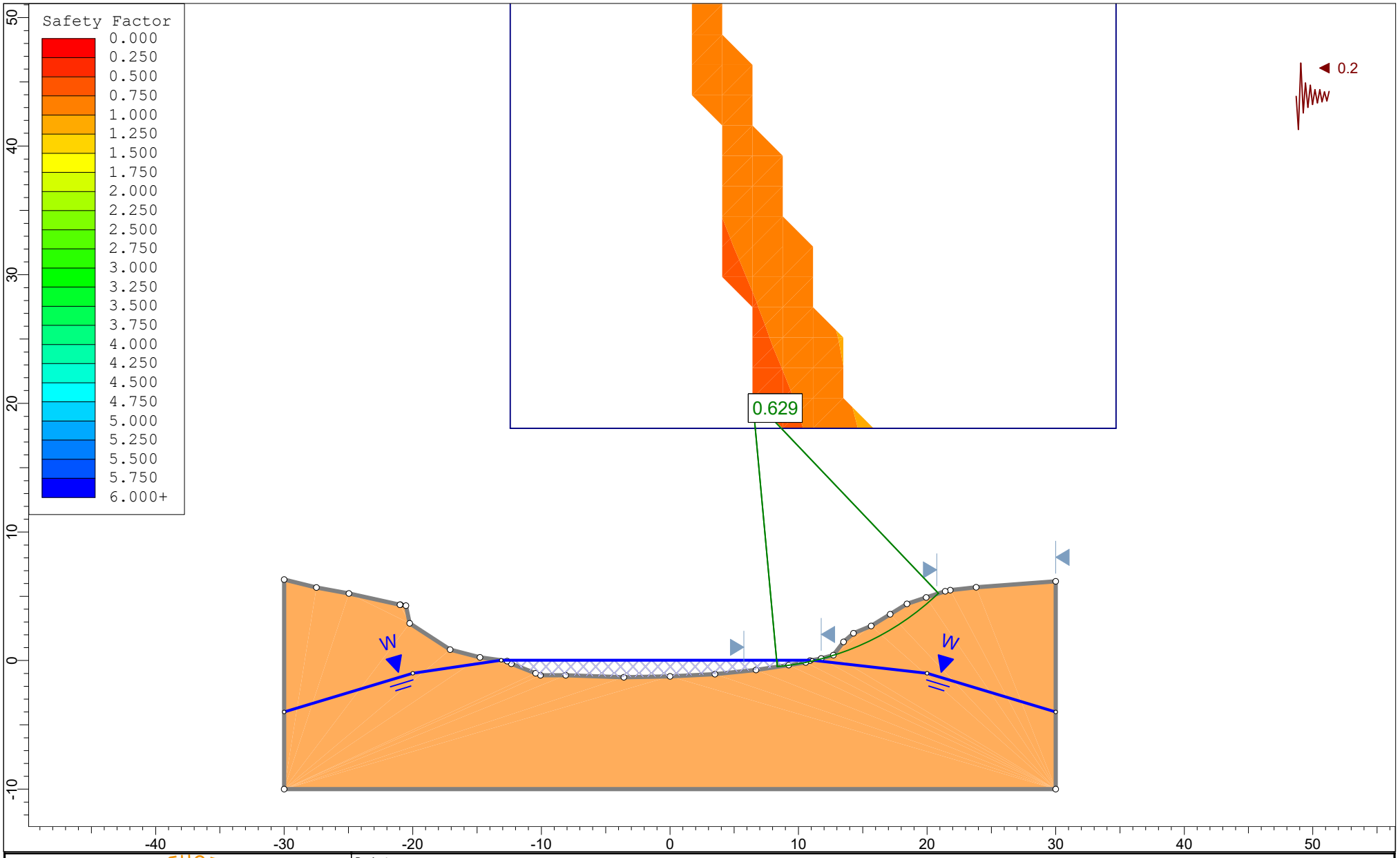
Valles, N. and Becerrit, Z. (2002) Fundamental of Soil Mechanics. Francisco de Miranda Experimental National University. Coro, Falcon-Venezuela.



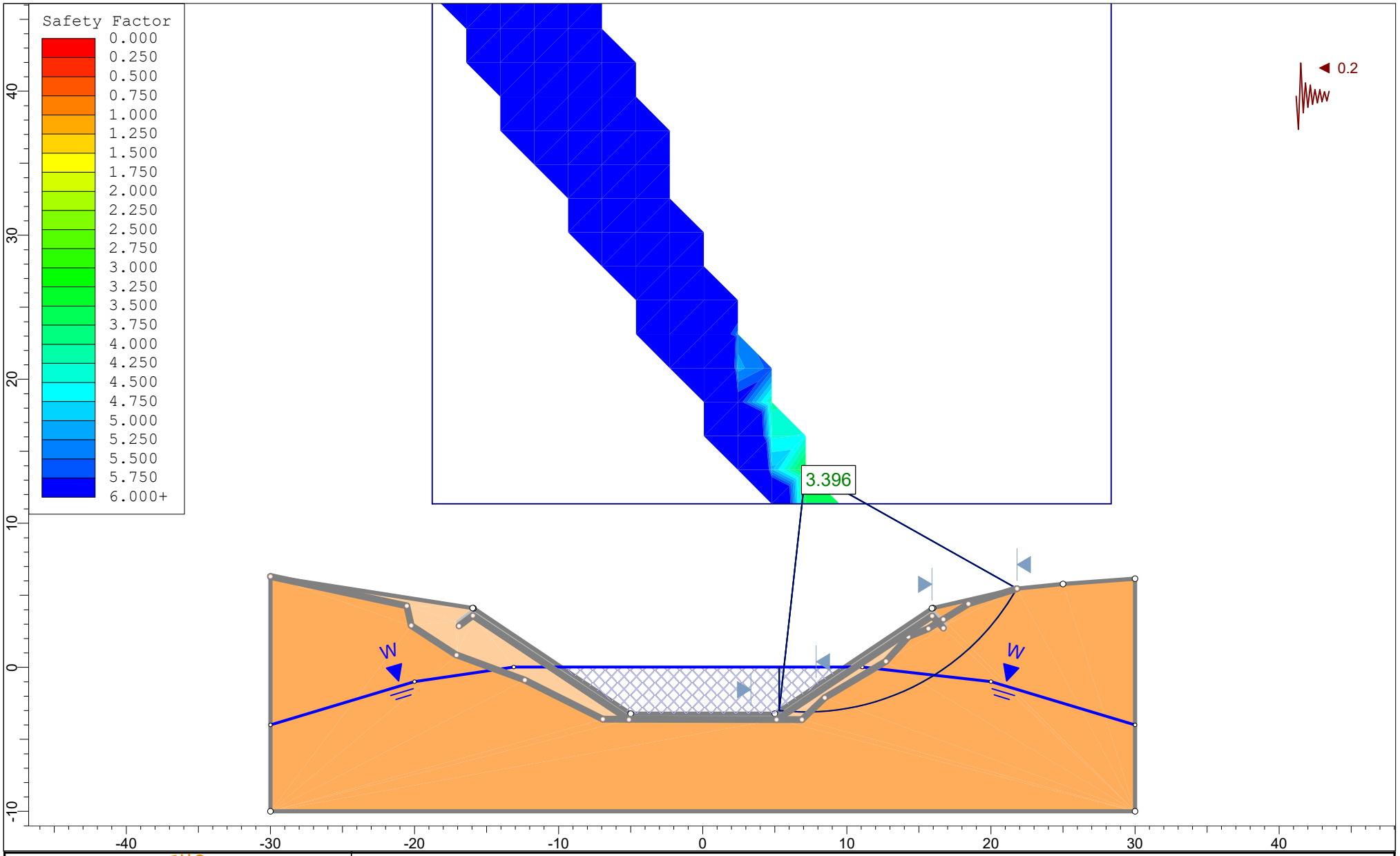
Landshore Enterprises, LLC	*Project*	WALNUT CREEK COMMUNITY DEVELOPMENT DIDTRICT, PEMBROKE PINES, FL 33024	
	Analysis Description	Slope Stability Analysis	
	Drawn By	Nicolas Negrette, MSMC	*Company* Landshore Enterprises, LLC
	Date	8/4/2022	*WC_X2_TYP_FPF_East.slim*



Landshore Enterprises, LLC	*Project*	WALNUT CREEK COMMUNITY DEVELOPMENT DIDTRICT, PEMBROKE PINES, FL 33024	
	Analysis Description	Slope Stability Analysis	
	Drawn By	Nicolas Negrette, MSMC	*Company* Landshore Enterprises, LLC
	Date	7/1/2022	*WC_X2_TYP_EG.slim*



Landshore Enterprises, LLC	*Project*	WALNUT CREEK COMMUNITY DEVELOPMENT DIDTRICT, PEMBROKE PINES, FL 33024	
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Landshore Enterprises, LLC	Project	WALNUT CREEK COMMUNITY DEVELOPMENT DIDTRICT, PEMBROKE PINES, FL 33024	
	Analysis Description	Slope Stability Analysis	
	Drawn By	Nicolas Negrette, MSMC	Company: Landshore Enterprises, LLC
	Date	8/4/2022	WC_X2_TYP_FPF_West.slim

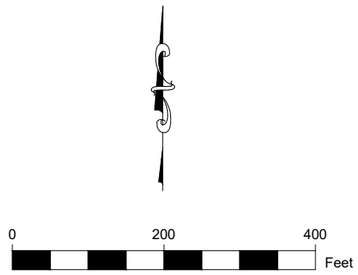
Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Canal

PROJECT NOTES:

1. GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONSTRUCTION DOCUMENTS.
2. PLANS WERE PREPARED ACCORDING TO INFORMATION COLLECTING IN THE FIELD WITH SURVEYING INSTRUMENTS, HISTORICAL DATA FROM PUBLICLY AVAILABLE SOURCES, AND PALM BEACH COUNTY GIS DATA ON PARCELS, LOTS, ROADWAY, ETC.
3. THIS IS NOT A BOUNDARY SURVEY.
4. SURVEY WAS PERFORMED ON MAY16th, 2022 BY LANDSHORE ENTERPRISES, LLC.
5. THE SCALES OF THE PLANS MAY HAVE CHANGE DUE TO REPRODUCTION, PLAN SHEETS ARE RECOMMENDED TO BE PRINTED OR PLOTTED ON 11"X17" PAPER.
6. COORDINATE SYSTEMS HEREON FOR THE HORIZONTAL SYSTEM ARE BASED ON NORTH AMERICA DATUM OF 1983 (NAD 83) FLORIDA STATES PLANES, East ZONE AND FOR THE VERTICAL SYSTEM ARE BASED ON NORTH AMERICA VERTICAL DATUM 1988 (NAVD 88), AND THE UNITS ARE BASED ON US FOOT.
7. THE BEARINGS VALUES SHOWN HEREON ARE BASED ON GPS/RTK OBSERVATIONS AND RTK CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.
8. THE PROJECT SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE INSTRUMENTS OF RECORD AND NOT OF RECORD, AFFECTING THE SUBJECT PARCEL THAT ARE NOT SHOWN ON THIS SURVEY.
9. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 1-(800)-432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.



VICINITY MAP



SCALE: 1" = 200'

Section 10 Township 51 South, Range 41 East

Section	S10 T51S R41E
Meridian	Tallahassee
State	Florida
Source	USFS
GLO	Township Records

JULY 15, 2022

CERTIFICATION TO PLANS

THIS IS TO CERTIFY THAT THE CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE PREPARED AND DESIGNED BY LANDSHORE ENTERPRISES, LLC. THESE CONSTRUCTION DRAWINGS WERE PREPARED EITHER DIRECTLY, OR UNDER THE SUPERVISION AND DIRECTION OF THE RESPECTIVE UNDERSIGNED, WHOSE LICENSE NUMBER AS A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA IS AFFIXED BELOW.

ENGINEER: PIETER M. LOMBARD REG. NO. 66596

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	LEGEND AND ABBREVIATIONS
4	TOPOGRAPHIC PLAN
5	SURVEY CONTROL PLAN
6	EROSION ELEMENT CONTROL PLAN
7-8	PLAN AND CROSS SECTIONS
9-10	PLAN AND PROFILE
11	BATHYMETRIC PLAN
12-13	DETAILS
14	SUMMARY AND QUANTITIES
15-17	MANUFACTURER'S SPECIFICATIONS

PREPARED FOR

Walnut Creek Community Development District

1800 NW 76th Ave
Pembroke Pines, FL 33024

PREPARED BY

Landshore Enterprises, LLC
"Your Shoreline Protection Specialists"

118 Shamrock Blvd.
Venice, FL 34293
Office: 941-303-5238
Fax: 941-218-6113

E-mail: info@landshore.com

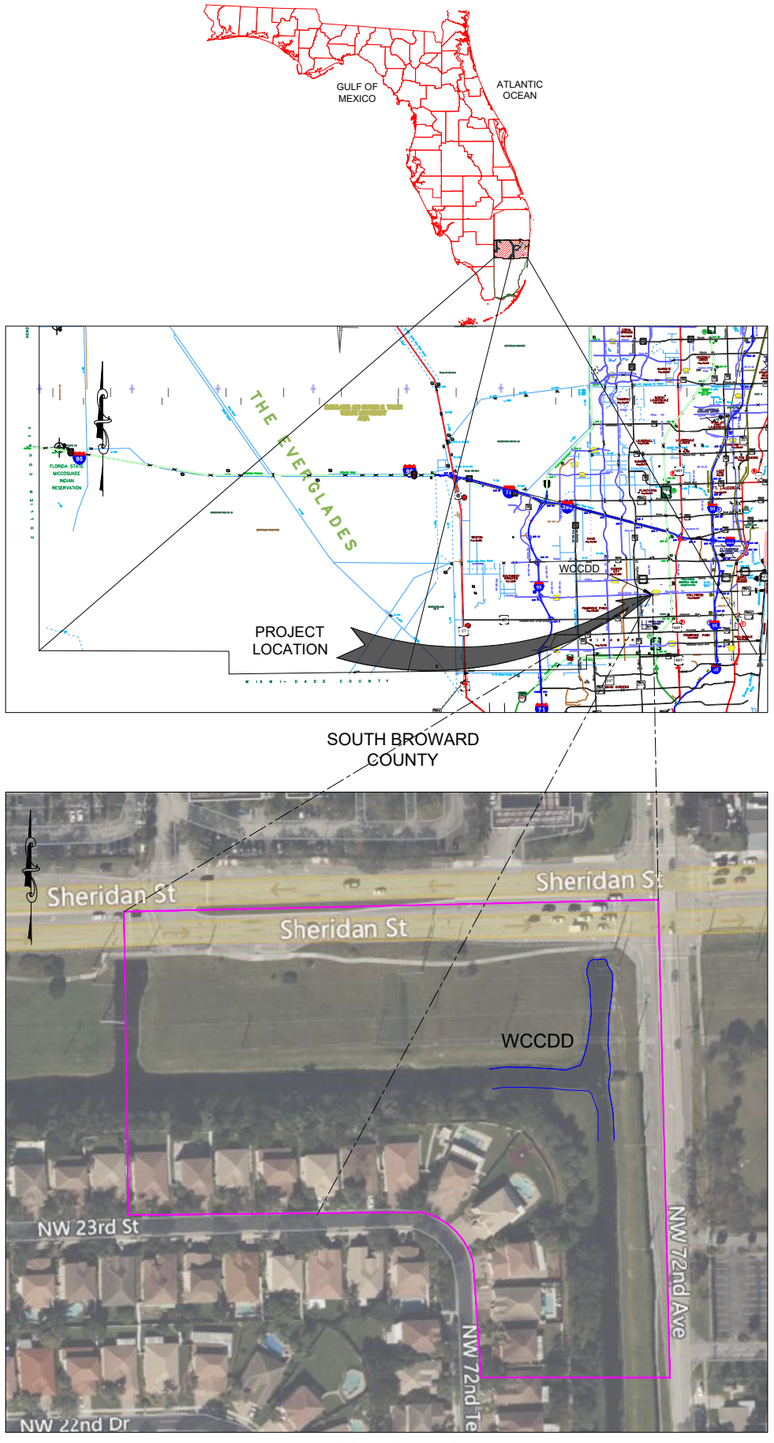
PIETER M. LOMBARD,
ENGINEER, P.E.
FLORIDA REGISTRATION No. 66596

Call 48 hours before you dig
1-800-432-4770
It's the law!
Sunshine State One Call of Florida, Inc.

REVISIONS	DATE	BY

DESIGNED BY:	NV
DRAWN BY :	NV
CHECKED BY:	AVDB
APPROVED BY:	PML
PROJECT NO:	2022-03

SHEET 1 OF 17



LOCATION MAP

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF GOVERNMENT ENTITIES WHICH WILL APPLY, AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
4. UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM APPLICABLE AGENCIES, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE CLIENT, THE CONTRACTOR, AND THE ENGINEER OF RECORD.
5. CONTRACTOR SHALL CONTACT STATE 811, AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.
7. EXISTING UNDERGROUND UTILITIES, IF SHOWN ON THE DRAWINGS, HAVE BEEN SHOWN BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO LOCATE, IDENTIFY AND MARK EXISTING UTILITIES BY FIELD VERIFICATION, COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. (CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IN CASE OF DAMAGE, THE CONTRACTOR SHALL REPLACE IRRIGATION SYSTEMS TO MATCH EXISTING CONDITIONS AND LOCATION).
9. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
10. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL.
11. FOR EACH PROJECT AREA, VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
12. ANY N.A.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED AND PROPERLY REFERENCED BY A REGISTERED-PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE STATE BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE.
13. ALL STATIONS AND OFFSETS REFER TO [BASELINE] OF CONSTRUCTION, UNLESS OTHERWISE STATED.
14. CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM PLANS FOR CONSTRUCTION PURPOSES.
15. THE CONTRACTOR IS ALERTED TO THE PRESENCE OF UNDERGROUND WIRES AND POLES IN THE PROJECT AREA. THE METHOD OF CONSTRUCTION IN THESES LOCATIONS MUST COMPLY WITH ALL OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND CONSTRUCTION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS.
16. THE CONTRACTOR SHALL NOTIFY THE CLIENT AT LEAST 24 HOURS PRIOR TO BEGINNING OF WORK.
17. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
18. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE CLIENT ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
19. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC FLOW PATTERNS THROUGHOUT ALL WORK OPERATIONS. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CITY, STATE AND LOCAL GOVERNMENT CODES.
20. ALL EXCAVATIONS SHALL COMPLY WITH OSHA'S EXCAVATION SAFETY STANDARDS AND TRENCH SAFETY CODES, CONTRACTOR SHALL FURNISH THE OWNER WITH WRITTEN ASSURANCE THAT HE WILL COMPLY WITH THESE REGULATIONS.
21. THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
22. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
23. CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE CLIENT. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING AT HIS OWN EXPENSE ANY ITEMS, INCLUDING BUT NOT LIMITED TO NEARBY PROPERTIES AND EXISTING DRAINAGE INFRASTRUCTURE, DAMAGED DUE TO HIS PERSONNEL OR EQUIPMENT INSIDE AND/OR OUTSIDE OF THE CONSTRUCTION AREA.
25. CONTRACTOR SHALL ENSURE THAT ALL MUD OR ANY OTHER TYPE OF DEBRIS IS CLEANED FROM ADJACENT ROADWAYS (WHERE APPLICABLE) AT THE END OF EACH DAY. CONTRACTOR SHALL BE LIABLE FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY ANY TYPE OF DEBRIS LEFT ON ROADWAYS AND/OR PEDESTRIAN WAYS.
26. CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IF PLANS AND BLUEPRINTS ARE NOT PROVIDED OR AVAILABLE THE CONTRACTOR WILL NOT BE RESPONSIBLE.
27. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

SOIL EROSION, SEDIMENT, AND TURBIDITY CONTROL GENERAL NOTES

1. THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY THE ENGINEER AS REQUIRED.
2. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
3. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED NECESSARY, BY THE ON-SITE INSPECTOR.
4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.
6. ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY CONTRACTOR.
7. FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AS CLOSE AS POSSIBLE TO THE CONSTRUCTION OPERATION UPSTREAM AND DOWNSTREAM OF CANALS. TURBIDITY BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS AND DETAILS.
8. TURBIDITY BARRIERS WILL BE RELOCATED ALONG THE SHORELINE AS THE SECTIONS/PHASES OF CONSTRUCTION ARE COMPLETED.
9. TURBIDITY SCREENS OR EQUIVALENT SHALL BE PROPERLY EMPLOYED AND MAINTAINED AS NECESSARY DURING CONSTRUCTION ACTIVITIES SO THAT TURBIDITY LEVELS DO NOT EXCEED 29 NTU's ABOVE NATURAL BACKGROUND 50 FEET DOWNSTREAM OF POINT OF DISCHARGE. IF TURBIDITY LEVELS EXCEED THESE LIMITS, PROJECT ACTIVITIES SHALL IMMEDIATELY CEASE, AND WORK SHALL NOT RESUME UNTIL TURBIDITY LEVELS DROP TO WITHIN THESE LIMITS.
10. CONTRACTOR SHALL SOD GRASS AREAS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
11. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).
12. IF 1 ACRE OR MORE IS DISTURBED, A NPDES GENERAL PERMIT IS REQUIRED.

© Erosion Restoration, LLC.

REVISIONS		
DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
118 Shamrock Blvd.
Venice, FL 34293
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

GENERAL NOTES

PROJECT NO.	SHEET	OF
2022-03	2	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	N.T.S.

LEGEND

SYMBOL/LINE	DESCRIPTION
℄	BASELINE
N32°59'57.19"E	BEARING
	CATCH BASIN
℄	CENTERLINE
Ø	DIAMETER
⊠ 2.94	EXISTING GROUND ELEVATION (FROM SURVEY)
	HYDRANT
	LIGHTPOLE
	OFFICIAL BENCHMARK (BM)
	PALM TREES
	POLE
	SET OR FOUND SURVEY CONTROL POINT
	SIGN (SINGLE SUPPORT)
	SIGNAL MAST ARM
	SURVEY CONTROL POINT (SCP)
	SURVEY CONTROL POINT (SCP/TBM)
	TEMPORARY BENCHMARK (TBM)
	TREES
	CANAL MAINTENANCE EASEMENT
	CANAL RIGHT OF WAY
	CANAL RIGHTS ON RESERVATION
	EFT 6' SACRIFICIAL TUBE
	EFT 7.5' BASE TUBE
	EFT 7.5' SUPPORTING TUBE
	EFT 10' BASE TUBE
	EFT 10' SUPPORTING TUBE
	EXISTING GEOTUBE DONE BY OTHERS
	EXISTING ECO-FILTER TUBE
	EXISTING FENCE
X X	EXISTING CHAIN LINK FENCE
	EXISTING GUARDRAIL
	EXISTING SHRUBS
	GRASS SOD
	FLEXAMAT
	GUY ANCHOR
	PRIORITY 01: SERIOUS CONDITION
	PRIORITY 02: POOR CONDITION
	PRIORITY 03: FAIR CONDITION
X X X	PROPOSED CHAIN LINK FENCE
	PROPOSED HANDRAIL
	SHEET PILING
	FILTER POINT FABRIC

SYMBOL/LINE	DESCRIPTION
1 / 28	DETAIL NUMBER
	TYPICAL DETAIL CALL OUT
	DETAIL SHEET NUMBER
	FILTER POINT FABRIC (FPFs)
	BEDDING STONE/CRUSHED CONCRETE
	EMBANKMENT
	REGULAR EXCAVATION
	RIP-RAP
	RIP-RAP (BOULDER)
	CONCRETE BLOCK EROSION CONTROL MAT (FLEXAMAT/SHOREFLEX). TOP VIEW
	PLANTS
	SEAWALL
	STACKED CANAL BANK STABILIZATION (CBS)
	STRUCTURAL FILL
	EROSION CONTROL PANEL
	TREE FOLIAGE
PTOB	PROPOSED TOP OF BANK
TOB TOB	TOP OF BANK
TOS TOS	TOP OF SLOPE
	TURBIDITY BARRIER
	WARNING BARRIER FENCE
WL WL	WATER LINE
1 2	TREE AND PALM TO BE REMOVED
	LOCAL HARD SURFACE ROAD
00	INTERSTATE ROUTE
TOLL 00	TOLL ROUTE
00	U.S ROUTE
00	STATE ROUTE
00	DIVISION OF PLANNING ROUTE DESIGNATION
00	COUNTY ROUTE
	RAILROAD TRACK
	MULTIPLE RAILROAD TRACK
	TRI-RAIL STATION
	RAILROAD STATION
	GRADE CROSSING
	RAILROAD BELOW

ABBREVIATIONS

ASPH =	ASPHALT
℄ =	BASELINE
BLCP =	BASELINE CONTROL POINT (TO BE SET BY CONTRACTOR)
BM =	BENCHMARK
℄ =	CENTERLINE
C.L.F. =	CHAIN LINK FENCE
C.M.E. =	CANAL MAINTENANCE EASEMENT
CAP =	CORRUGATED ALUMINUM Pipe
CBS =	CANAL BANK STABILIZATION
CES =	CONTROL ELEVATION STRUCTURE
CMP =	CORRUGATED METAL PIPE
COA =	COLLAPSED AREA
CONC =	CONCRETE
COR =	CORNER
CS =	CLEAN SAND
CSLAB =	CONCRETE SLAB
DC=	DATA COLLECTOR
DIP =	DUCTILE IRON Pipe
DWT=	DESIGN WATER TABLE
ELEV =	ELEVATION
EOP =	EDGE OF PAVEMENT
EOW =	EDGE OF WATER
ERA =	ERODED AREA
ESMT =	EASEMENT
ETOB =	EXISTING TOP OF BANK
EXIST =	EXISTING
EG =	EXISTING GROUND
FG =	FINISH GRADE
FDOT =	FLORIDA DEPARTMENT OF TRANSPORTATION
FT =	FEET
G =	GAS
GR =	GRADE
HFT=	HOUSE FOOTPRINT
HOR =	HORIZONTAL
HWT =	HIGH WATER TABLE
INV =	INVERT
IRR =	IRRIGATION
LB =	POUND
LT =	OFFSET LEFT
MUTCD =	MANUAL OF UNIFORM TRAFFIC DEVICES
N/A =	NOT APPLICABLE
NAD =	NORTH AMERICAN DATUM
NAVD =	NATIONAL AMERICAN VERTICAL DATUM
NG=	NATURAL GRADE
NGVD =	NATIONAL GEODETIC VERTICAL DATUM
NTS =	NOT TO SCALE
NTU =	NEPHELOMETRIC TURBIDITY UNITS
OWT =	OBSERVED WATER TABLE
℄ =	PROPERTY LINE
PB =	PLAT BOOK
PED =	PEDESTRIAN
PG =	PAGE
PI =	POINT OF INTERSECTION
P&P =	PLAN AND PROFILE
PR=	PRACTICE RANGE
PROP. =	PROPOSED
PVC =	POLYVINYL CHLORIDE
PVMT =	PAVEMENT
R/W =	RIGHT OF WAY
RT =	OFFSET RIGHT
SAN =	SANITARY
SCP =	SURVEY CONTROL POINT
SDWK =	SIDEWALK
WMD =	WATER MANAGEMENT DISTRICT
SP =	SHEET PILING
SPK =	SPRINKLER
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
ST =	STORM
STA =	STATION
STD =	STANDARD
TBM =	TEMPORARY BENCHMARK
TOBP =	TOP OF BANK (PROPOSED)
TOB =	TOP OF BANK
TOS =	TOP OF SLOPE
TYP =	TYPICAL
UT =	UTILITY
VERT =	VERTICAL
W =	WATER
WD =	WOOD DOCKS
WL =	WATERLINE
WCCDD =	WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
XS =	CROSS SECTION

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REVISIONS DATE	BY	DESCRIPTION

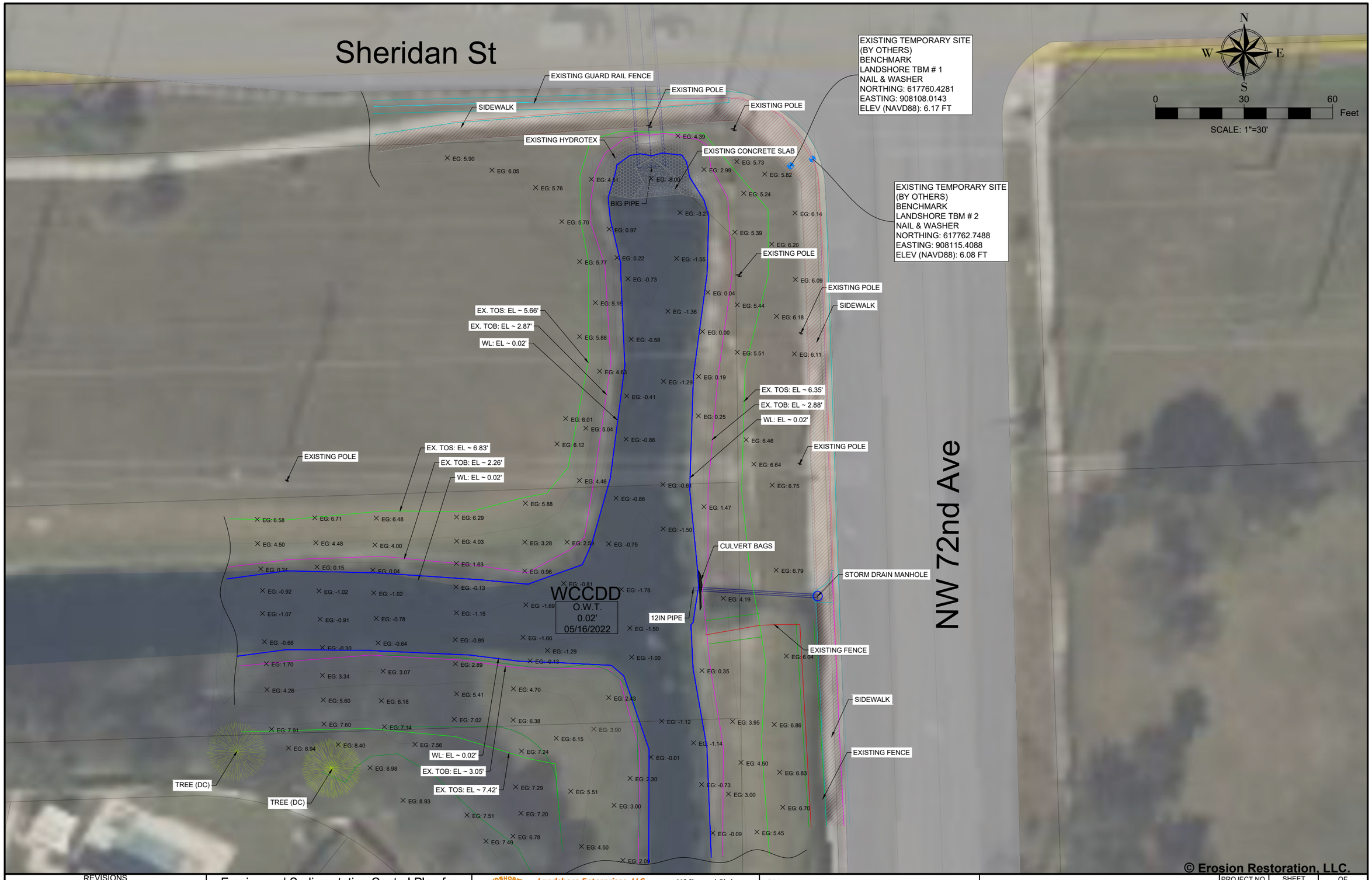
Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management
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Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

LEGEND AND ABBREVIATIONS

PROJECT NO.	SHEET	OF
2022-03	3	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	NTS



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REVISIONS		
DATE	BY	DESCRIPTION

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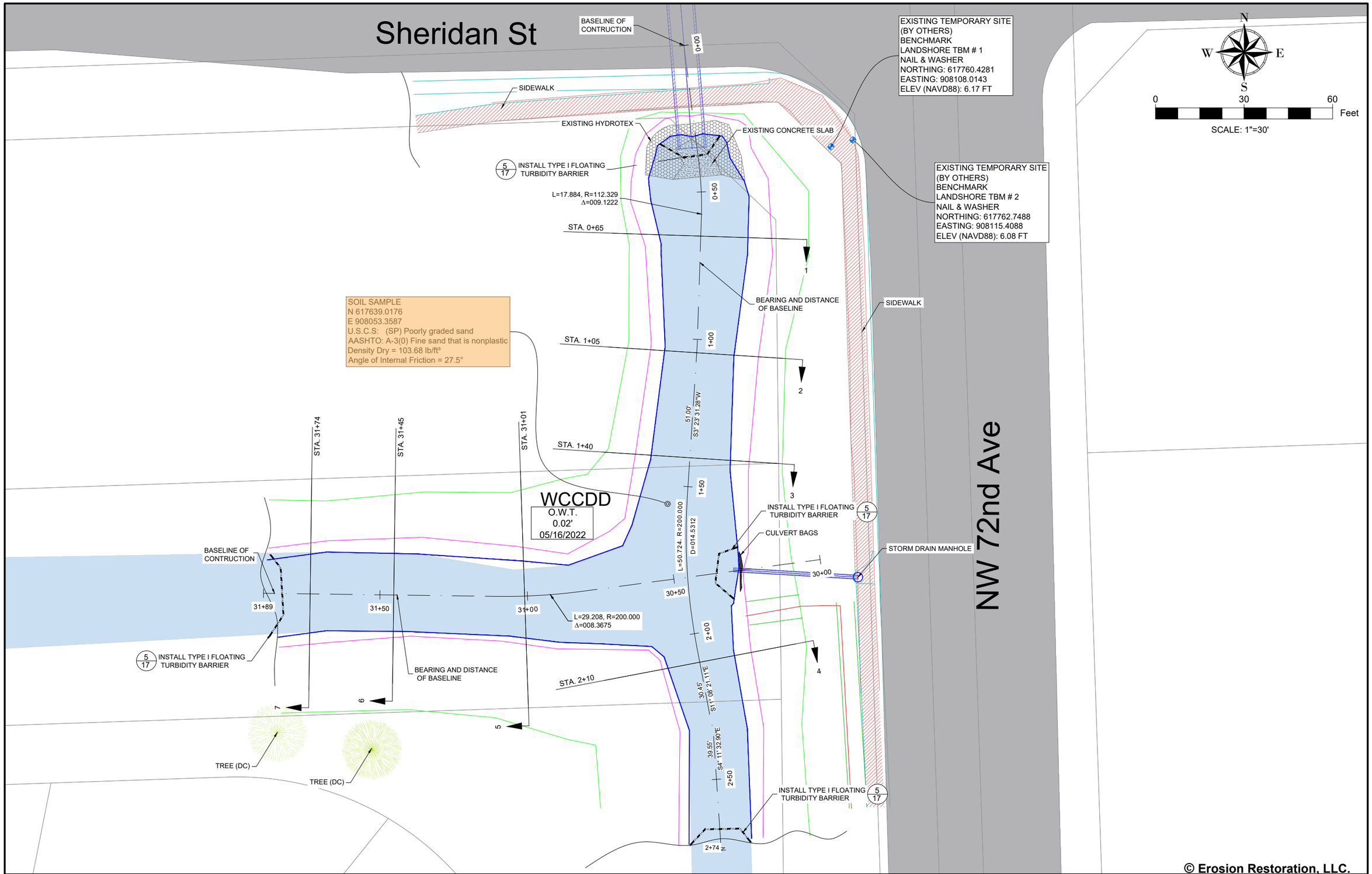
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BY: _____
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TOPOGRAPHIC PLAN

PROJECT NO.	SHEET	OF
2022-03	4	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	1"=30'



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REVISIONS DATE	BY	DESCRIPTION

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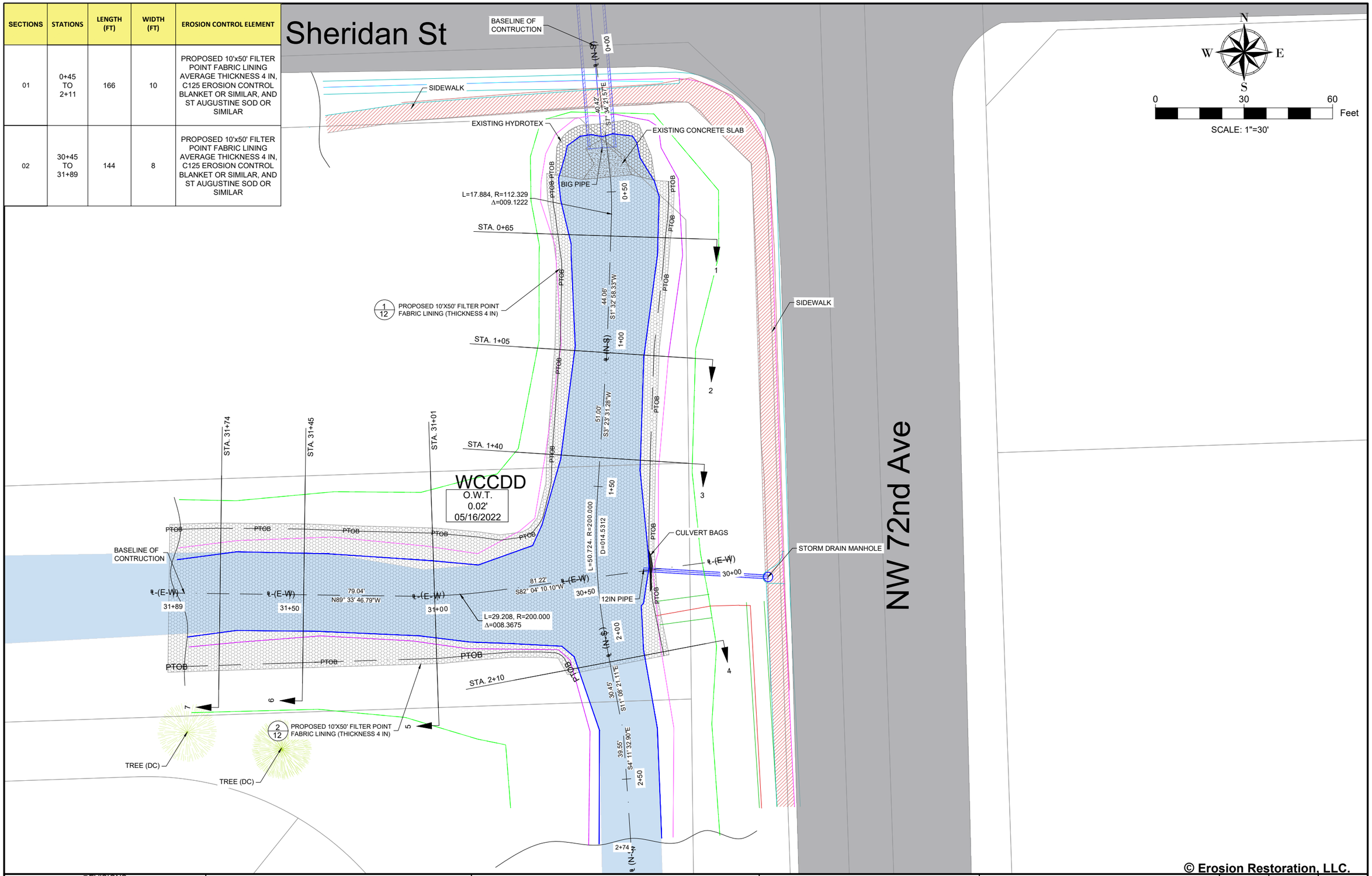
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BY: _____
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ENGINEER OF RECORD

SURVEY CONTROL PLAN

PROJECT NO.	SHEET	OF
2022-03	5	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	1"=30'

SECTIONS	STATIONS	LENGTH (FT)	WIDTH (FT)	EROSION CONTROL ELEMENT
01	0+45 TO 2+11	166	10	PROPOSED 10'x50' FILTER POINT FABRIC LINING AVERAGE THICKNESS 4 IN, C125 EROSION CONTROL BLANKET OR SIMILAR, AND ST AUGUSTINE SOD OR SIMILAR
02	30+45 TO 31+89	144	8	PROPOSED 10'x50' FILTER POINT FABRIC LINING AVERAGE THICKNESS 4 IN, C125 EROSION CONTROL BLANKET OR SIMILAR, AND ST AUGUSTINE SOD OR SIMILAR



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REVISIONS		
DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

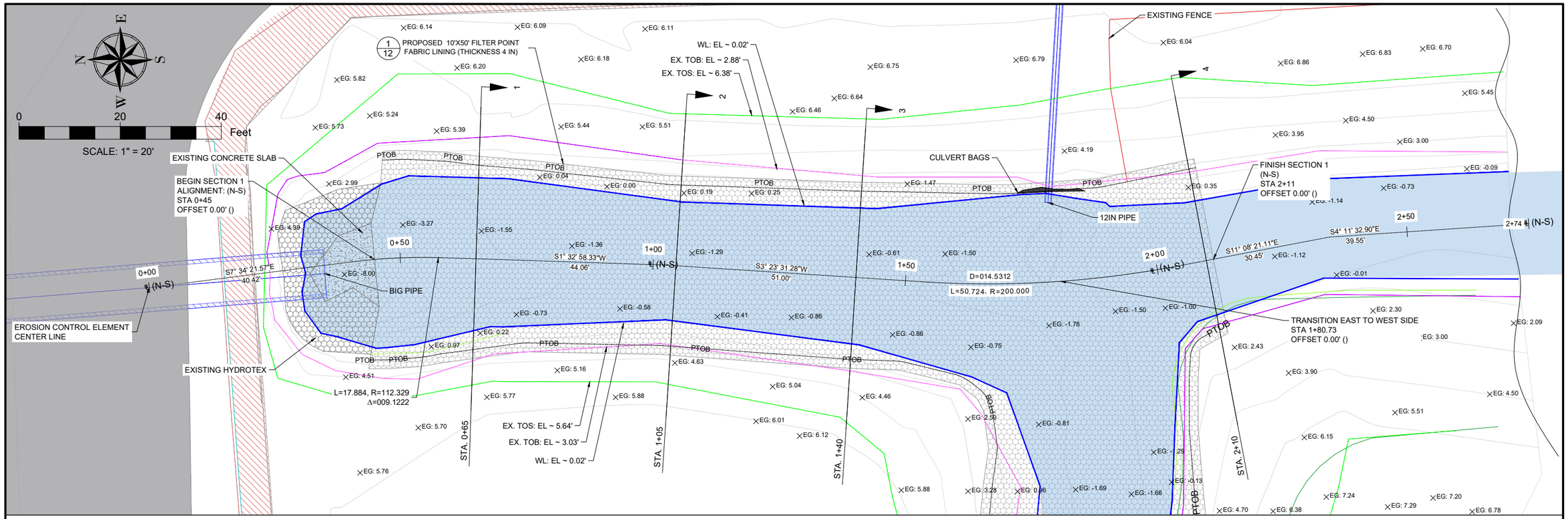
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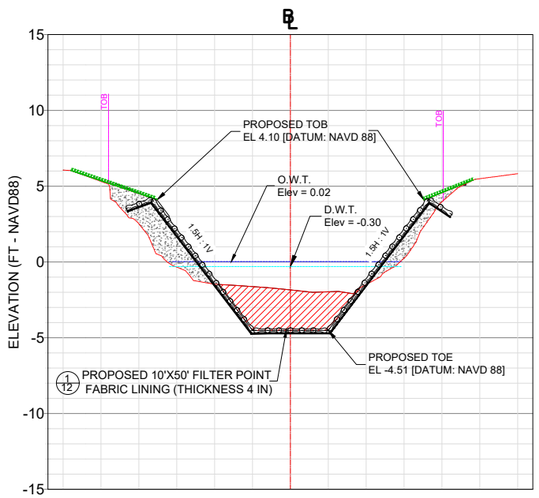
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EROSION ELEMENT CONTROL PLAN

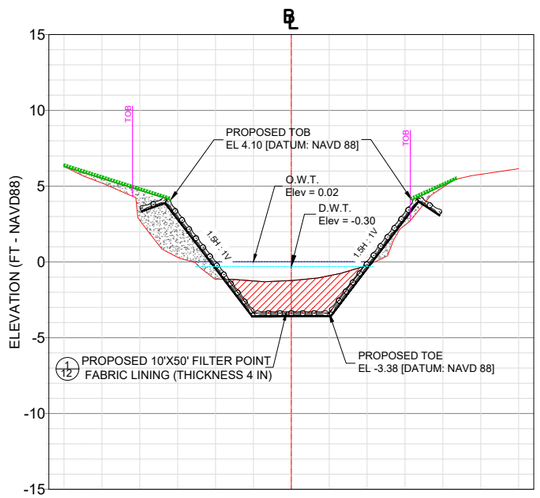
PROJECT NO.	SHEET	OF
2022-03	6	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	1"=30'



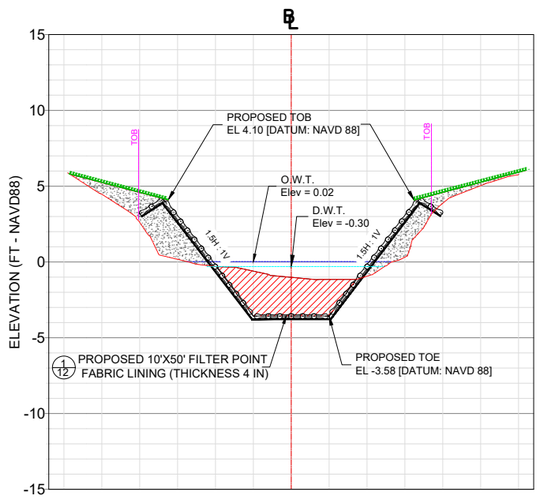
SECTION # 1 NORTH - SOUTH SIDE



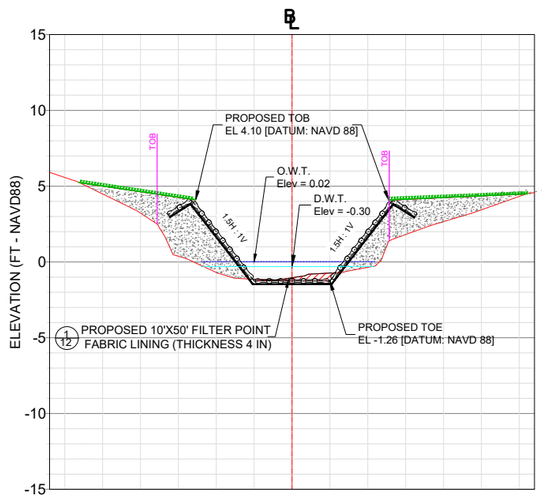
XS 1 (STA 0+65)
Scale: 1" = 10' Vertical
1" = 20' Horizontal



XS 2 (STA 1+05)
Scale: 1" = 10' Vertical
1" = 20' Horizontal



XS 3 (STA 1+40)
Scale: 1" = 10' Vertical
1" = 20' Horizontal



XS 4 (STA 2+10)
Scale: 1" = 10' Vertical
1" = 20' Horizontal

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REVISIONS		
DATE	BY	DESCRIPTION

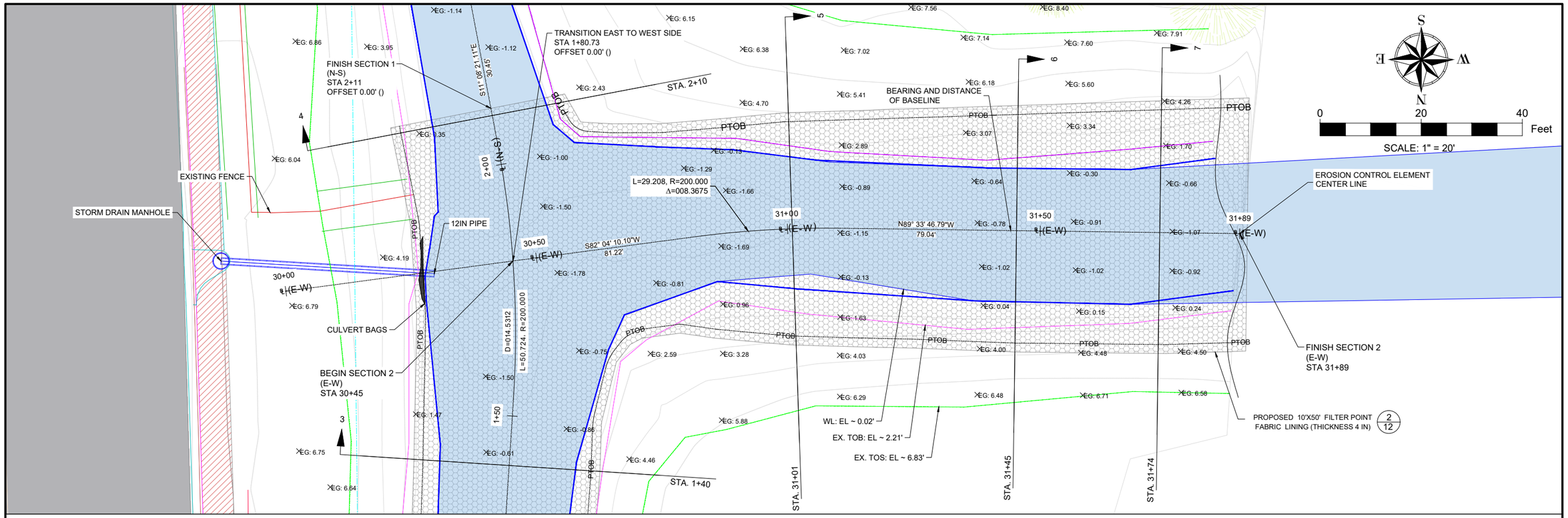
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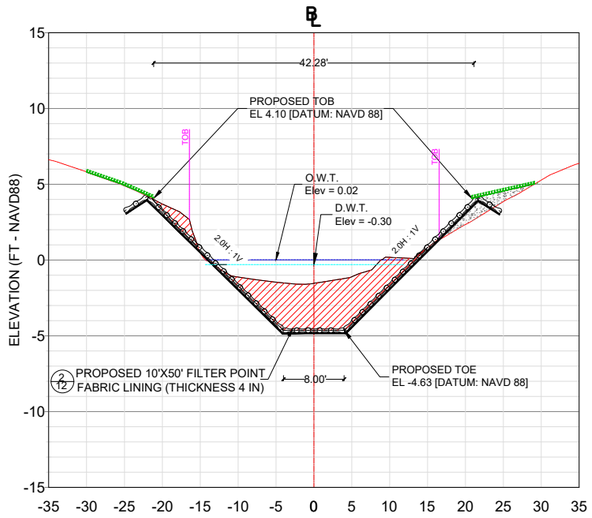
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
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PLAN AND CROSS SECTIONS

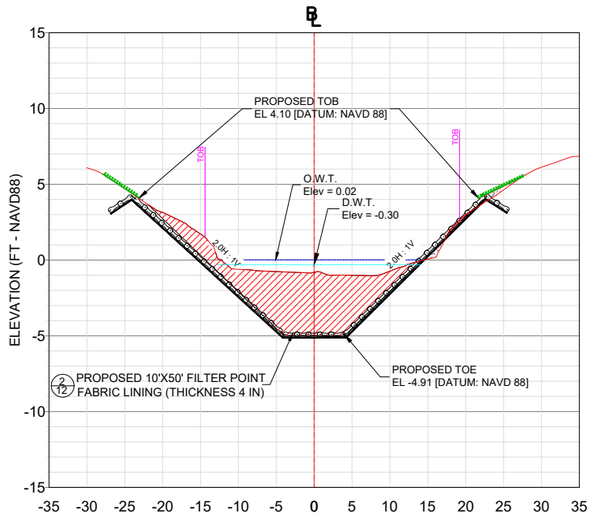
PROJECT NO.	SHEET	OF
2022-03	7	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	AS SHOWN



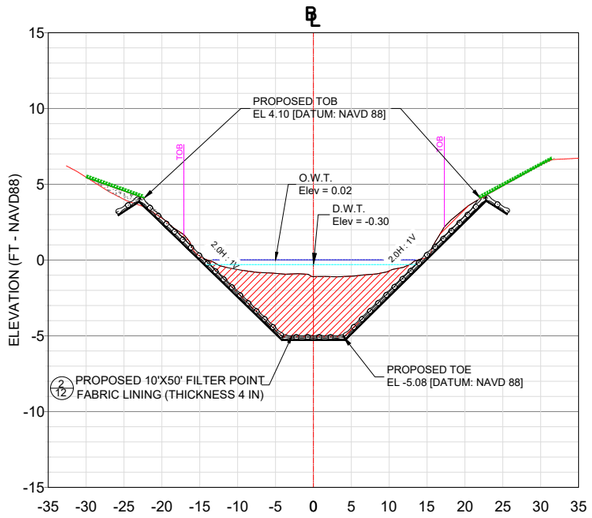
SECTION # 2 EAST-WEST SIDE



XS 5 (STA 31+01)
Scale: 1" = 10' Vertical
1" = 20' Horizontal



XS 6 (STA 31+45)
Scale: 1" = 10' Vertical
1" = 20' Horizontal



XS 7 (STA 31+74)
Scale: 1" = 10' Vertical
1" = 20' Horizontal

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REVISIONS		
DATE	BY	DESCRIPTION

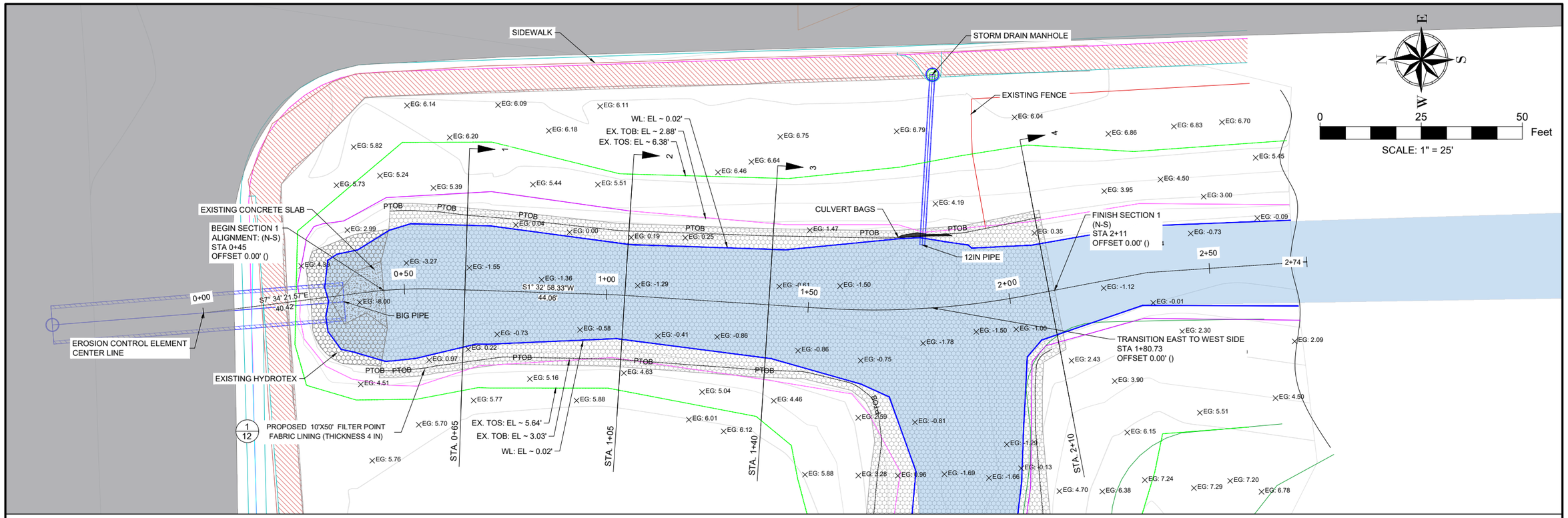
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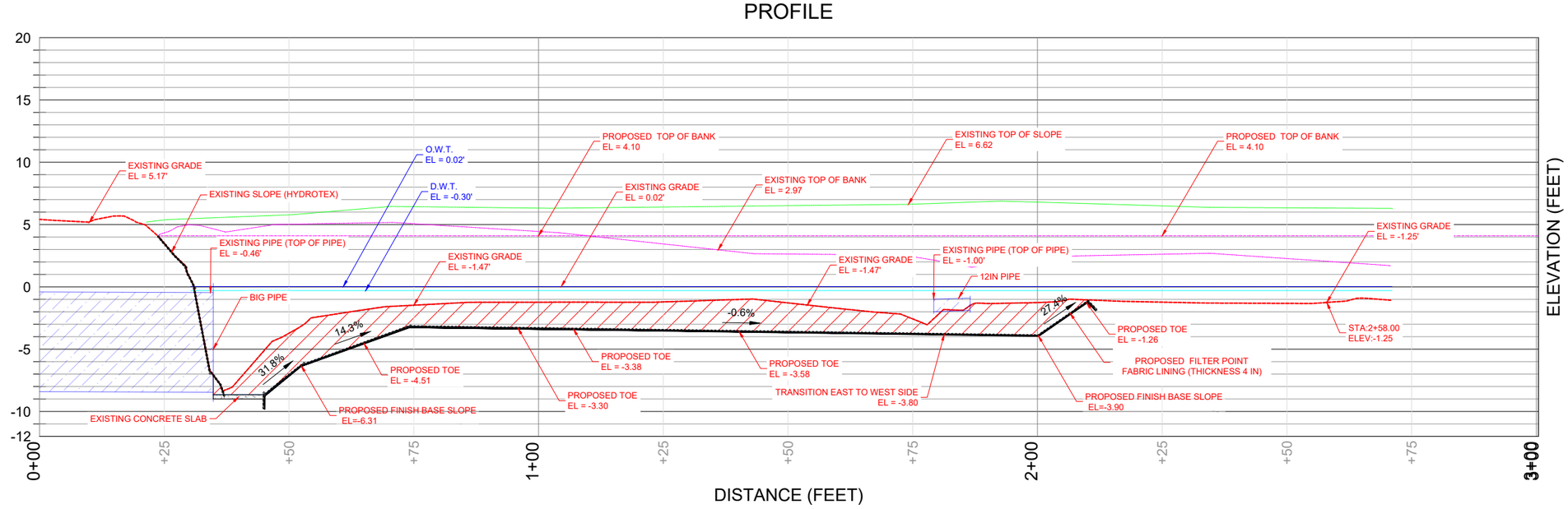
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PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	8	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	AS SHOWN



SECTION # 1 PROFILE



Scale:
Horizontal = 1" = 25'
Vertical = 1" = 10'

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REVISIONS		
DATE	BY	DESCRIPTION

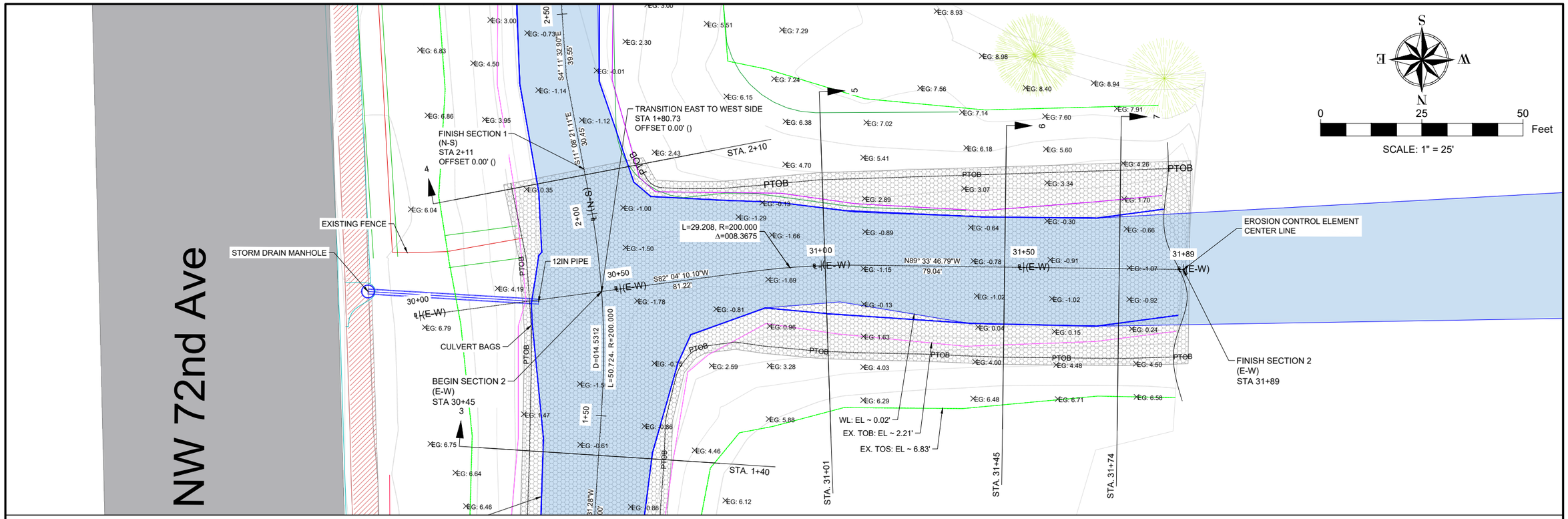
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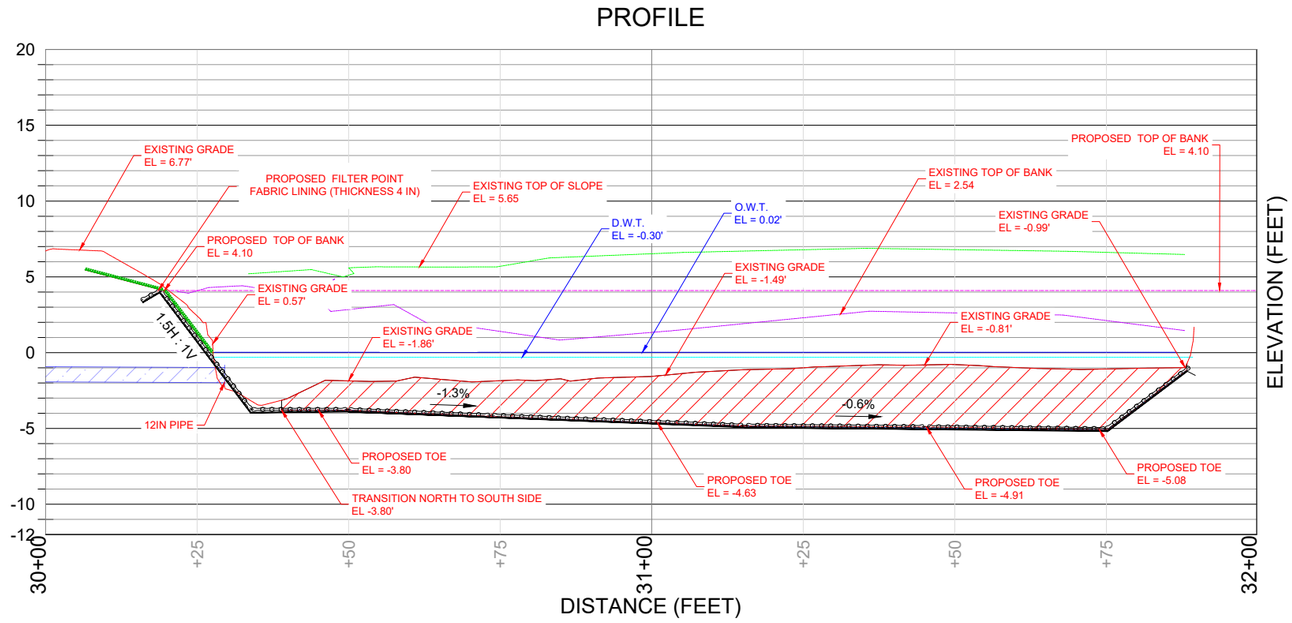
BY: _____
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PLAN AND PROFILE

PROJECT NO.	SHEET	OF
2022-03	9	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	AS SHOWN



SECTION # 2 PROFILE



Scale:
Horizontal = 1" = 25'
Vertical = 1" = 10'

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REVISIONS		
DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

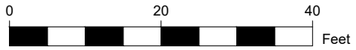
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"Your Shoreline Protection Specialists"
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Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
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ENGINEER OF RECORD

PLAN AND PROFILE

PROJECT NO.	SHEET	OF
2022-03	10	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	AS SHOWN

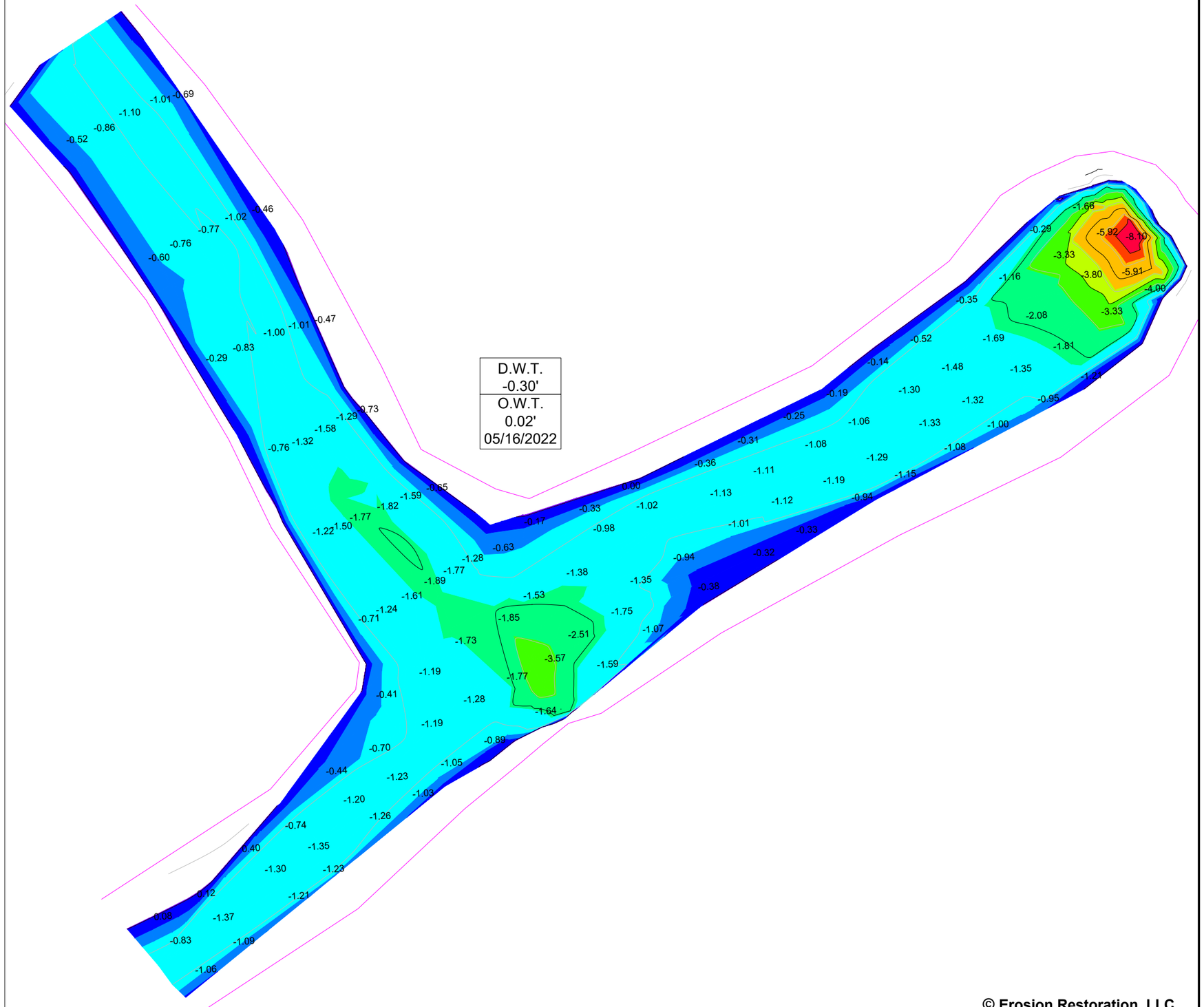




Bathymetric Table			
Number	Minimum Elevation	Maximum Elevation	Color
1	-8.50'	-8.00'	
2	-8.00'	-7.20'	
3	-7.20'	-5.10'	
4	-5.10'	-4.00'	
5	-4.00'	-2.90'	
6	-2.90'	-1.80'	
7	-1.80'	-0.70'	
8	-0.70'	-0.35'	
9	-0.35'	0.00'	
10	0.00'	0.02'	

Lake Characteristics

Date	: 05/16/2022
Area	: 9956 Sq. Ft.
Perimeter	: 1335 Ft.
Capacity	: 590 CY
Av. Sed.	:± 1.20 Ft
M.W.T.	: 0.02Ft
Depth	: ± 8.50Ft.
Min. Slope	: Horizontal
Max. Slope	: 0.08H:1V
Mean Slope	: 4.76H:1V



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REVISIONS DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

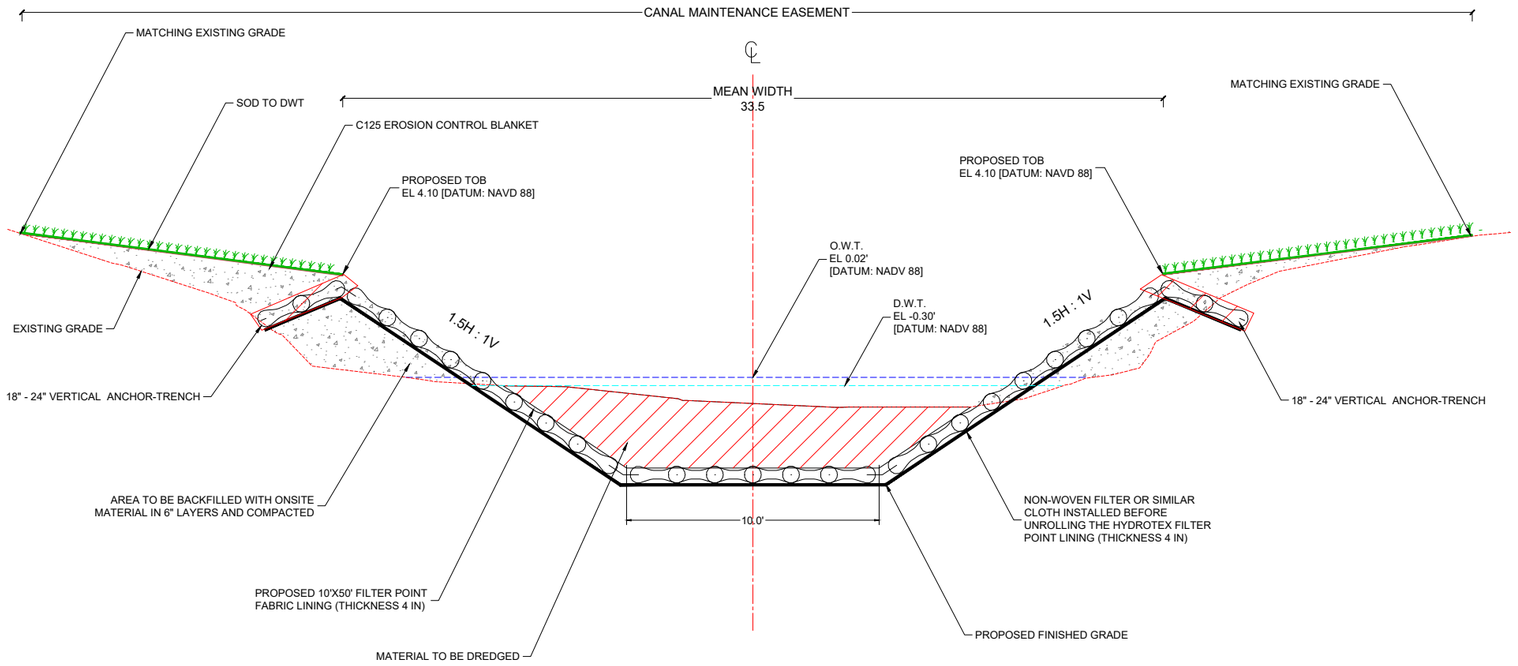
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BY: _____
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FL LIC. No. 66596
ENGINEER OF RECORD

BATHYMETRIC PLAN

PROJECT NO.	SHEET	OF
2022-03	11	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	1" = 20'

1. TYPICAL SECTION: NORTH-SOUTH SIDE PROPOSED DESIGN TYP.



Worksheet for Trapezoidal Channel

Friction Method	Manning Formula
Solve For	Manning "n" and discharge
Input Data	
Roughness Coefficient (n)	0.0220
Channel Slope (ft/ft)	0.0056
Normal Depth (ft)	7.85
Left Side Slope	1.50 H : 1V
Right Side Slope	1.50 H : 1V
Bottom Width (ft)	10.00
Unit Constant, k	1.49
Upstream Bottom Elev. (ft)	-3.00
Upstream Station	0+74
Downtream Bottom Elev. (ft)	-3.59
Downtream Station	1+80
Length of Conveyance Channel (ft)	106.17
Results	
Discharge, Q (ft^3/s)	216.72
Flow area, a (ft2)	170.77
Wetted Perimeter, P (ft)	38.29
Normal Top Width, Tn (ft)	33.5
Hydraulic Radius, R (ft) =	4.46
Normal Hydraulic Depth, Dn (ft)	5.09
Normal Velocity, V (ft/s)	13.64
Normal Froude Number, F:	1.07
Flow type	Critical
Gravitational Acceleration, g (ft/s^2)	32.17
Specific Energy, Se (ft)	10.74
OutPut	
Critical Depth, yc (ft)	2.44
Critical Flow Discharge, q(ft3/s)	21.67
Critical Flow Area, Ac (ft2)	24.44
Critical Flow Velocity, Vc (ft/s)	0.89
Critical Wetted Perimeter, Pc (ft)	14.89
Critical Hydraulic Radius, Rhc (ft)	1.64
Critical Bottom Slope, Sc, ft/ft	0.00885

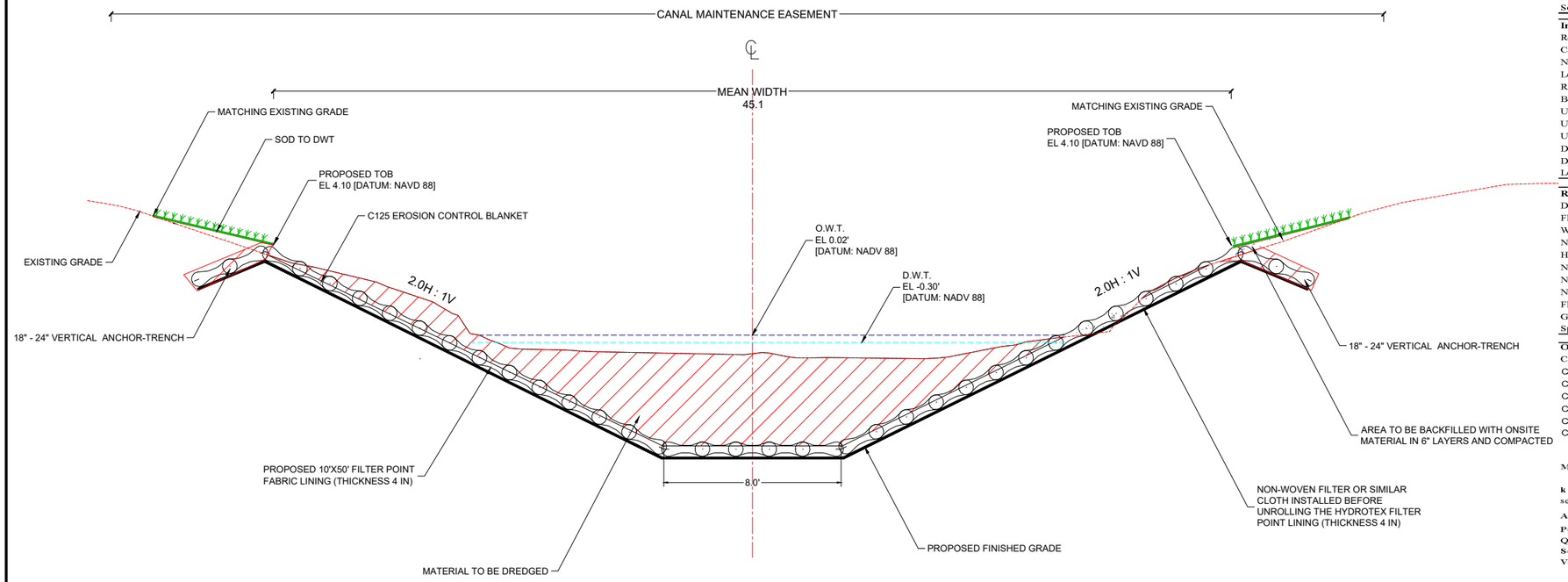
Manning Equation: $Q = VA \qquad V = \frac{k}{n}\left(\frac{A}{P}\right)^{2/3} S^{1/2}$

k is a unit conversion factor: k=1.49 for English units (feet and seconds). k=1.0 for SI units (meters and seconds).

A=Flow area of the channel.

P=Wetted perimeter which is the portion of the circumference that is in contact with water.
Q=Discharge (flow rate).
S=Downward (longitudinal) slope of the culvert.
V=Average velocity in the pipe, culvert, or channel.

2. TYPICAL SECTION: EAST-WEST SIDE PROPOSED DESIGN TYP.



Worksheet for Trapezoidal Channel

Friction Method	Manning Formula
Solve For	Manning "n" and discharge
Input Data	
Roughness Coefficient (n)	0.0220
Channel Slope (ft/ft)	0.0061
Normal Depth (ft)	9.27
Left Side Slope	2.00 H : 1V
Right Side Slope	2.00 H : 1V
Bottom Width (ft)	8.00
Unit Constant, k	1.49
Upstream Bottom Elev. (ft)	-4.43
Upstream Station	31+01
Downtream Bottom Elev. (ft)	-4.97
Downtream Station	31+90
Length of Conveyance Channel (ft)	89.00
Results	
Discharge, Q (ft^3/s)	216.72
Flow area, a (ft2)	246.18
Wetted Perimeter, P (ft)	49.47
Normal Top Width, Tn (ft)	45.1
Hydraulic Radius, R (ft) =	4.98
Normal Hydraulic Depth, Dn (ft)	5.46
Normal Velocity, V (ft/s)	15.34
Normal Froude Number, F:	1.16
Flow type	Critical
Gravitational Acceleration, g (ft/s^2)	32.17
Specific Energy, Se (ft)	12.93
OutPut	
Critical Depth, yc (ft)	2.84
Critical Flow Discharge, q(ft3/s)	27.09
Critical Flow Area, Ac (ft2)	22.69
Critical Flow Velocity, Vc (ft/s)	1.19
Critical Wetted Perimeter, Pc (ft)	13.67
Critical Hydraulic Radius, Rhc (ft)	1.66
Critical Bottom Slope, Sc, ft/ft	0.01012

Manning Equation: $Q = VA \qquad V = \frac{k}{n}\left(\frac{A}{P}\right)^{2/3} S^{1/2}$

k is a unit conversion factor: k=1.49 for English units (feet and seconds). k=1.0 for SI units (meters and seconds).

A=Flow area of the channel.

P=Wetted perimeter which is the portion of the circumference that is in contact with water.
Q=Discharge (flow rate).
S=Downward (longitudinal) slope of the culvert.
V=Average velocity in the pipe, culvert, or channel.

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REVISIONS		
DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

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"Your Shoreline Protection Specialists"

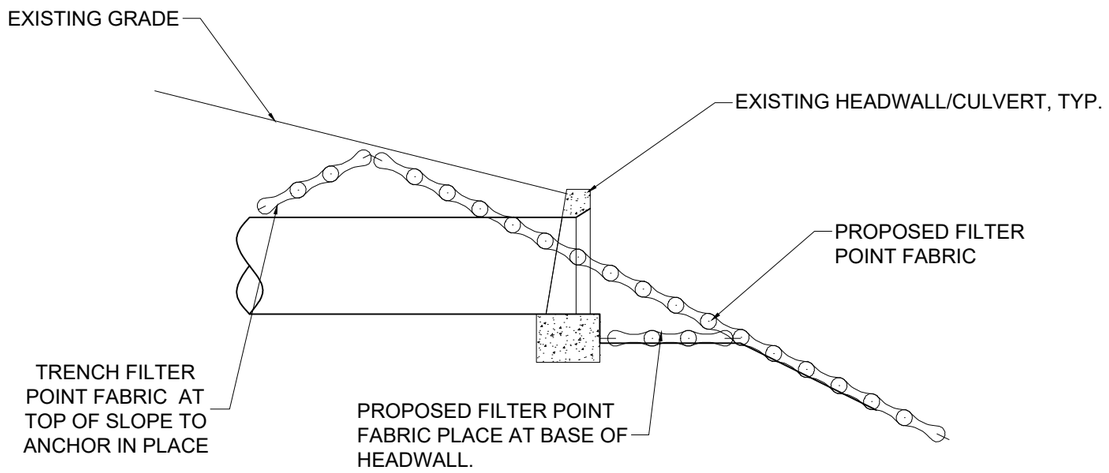
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Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
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FL LIC. No. 66596
ENGINEER OF RECORD

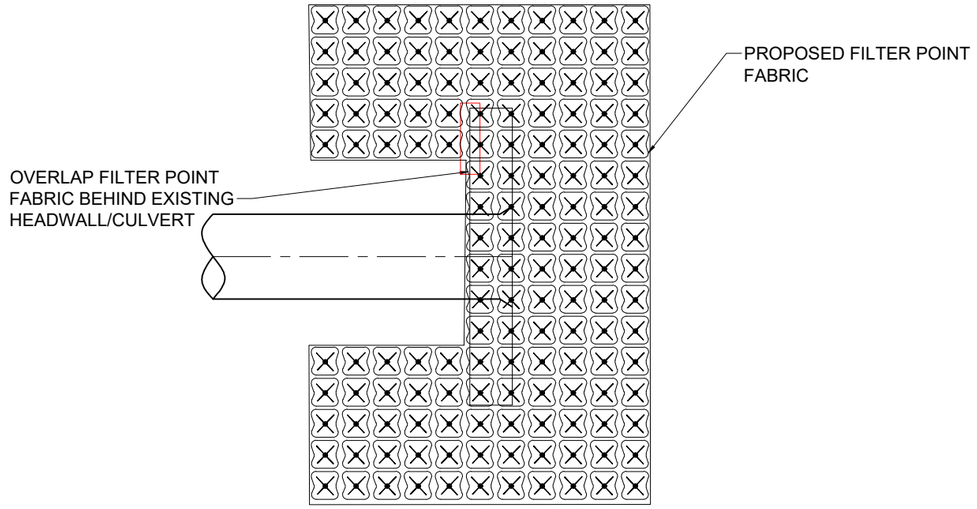
DETAILS

PROJECT NO.	SHEET	OF
2022-03	12	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	N.T.S

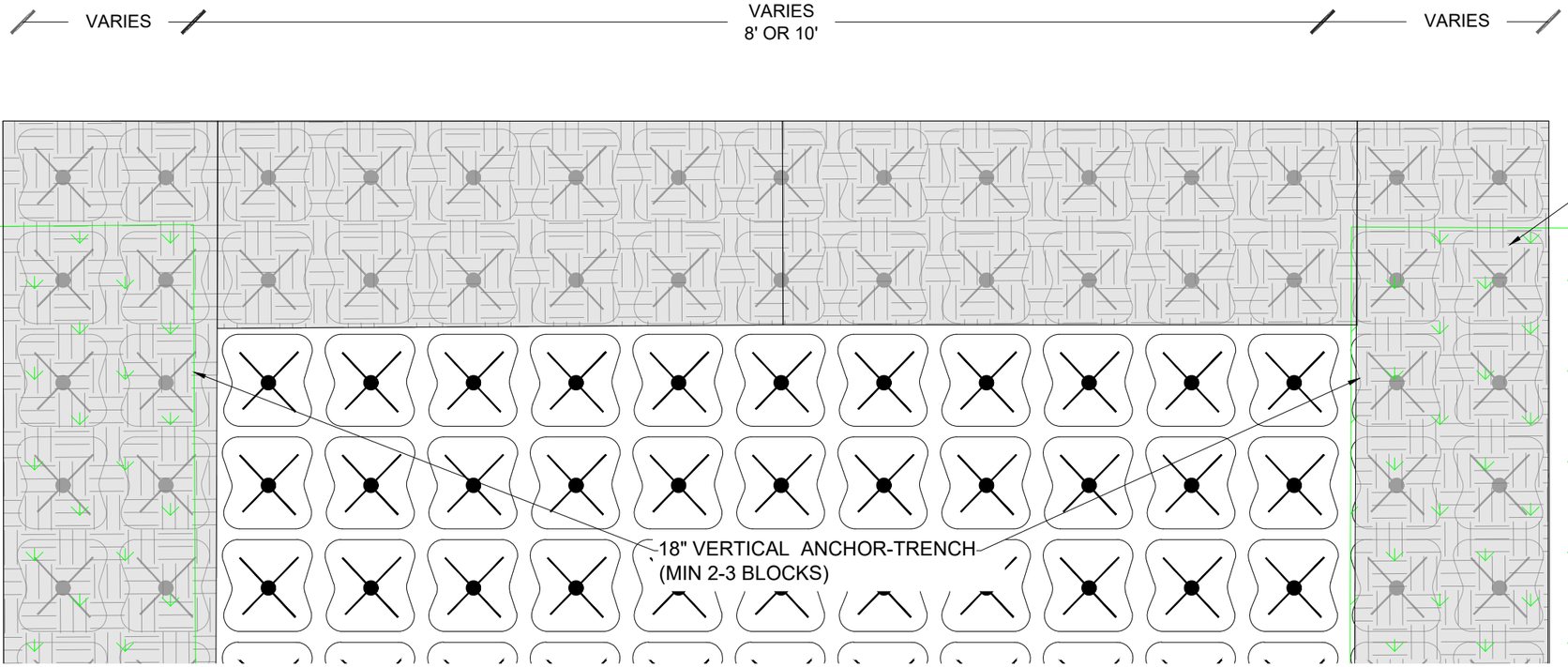
1. SIDE VIEW. HEADWALL/CULVERT AND FILTER POINT FABRIC INTERACTION



2. TOP SHOREFLEX. HEADWALL/CULVERT AND FILTER POINT FABRIC INTERACTION



TOP VIEW. FILTER POINT FABRIC TRENCH DETAIL



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REVISIONS DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
118 Shamrock Blvd.
Venice, FL 34293
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

DETAILS

PROJECT NO.	SHEET	OF
2022-03	13	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	N.T.S

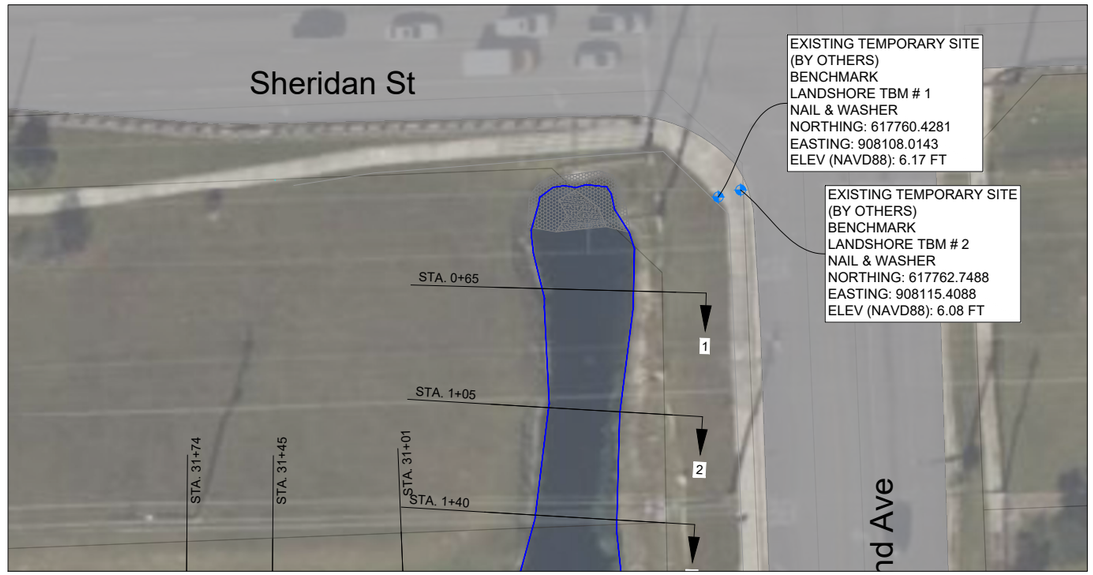
ITEM NUMBER	FDOT OR LSE REFERENCE NUMBER	DESCRIPTION	UNIT	NORTH-SOUTH SIDE	EAST -WEST SIDE	"QUANTITY TOTAL"
1	01026 1	MOBILIZATION AND DEMOBILIZATION	LS	1	1	2
2	104-11-3	SILT FENCE (PER LF)	LF	200	0	200
3	104-11-I	FLOATING TURBIDITY BARRIER. TYPE I	LF	50	50	100
4	110-1-1	CLEARING AND GRUBBING	LS	1	1	2
5	120- 1	REGULAR EXCAVATION/ DREDGING CANAL BOTTOM	CY	291	383	674
6	120-6	EMBANKMENT	CY	503	21	524
7	900-4	NON-WOVEN FILTER	SY	968	840	1808
8	E400-21-4.2	FILTER POINT FABRIC LINING AVERAGE THICKNESS 4 IN	SY	968	840	1808
9	900-2	EROSION CONTROL BLANKET	SY	542	235	777
10	02930-2.1	SODDING	SY	504	202	705
11	E900-100-200	ACCESS AREA REPAIR	SY	480	0	480

QUANTITY INFORMATION FOOTNOTES:

1. PROJECT LENGTH = 325.50 FT
2. 110-1-1 - INCLUDES CLEARING AND GRUBBING OF ALL MATERIAL THAT WILL BE REMOVED FROM THE JOB SITE.
3. 120-1 - INCLUDES ALL EXCAVATING AND EXPORTING EXCESS AND UNSUITABLE MATERIAL OFF-SITE, AND ALSO INCLUDES MATERIAL THAT WILL BE MECHANICALLY DREDGED OR OTHER DREDGING SYSTEM DESIRED BY THE E.O.R. TO COMPLETE THE PLACEMENT OF THE CONCRETE BLOCK EROSION CONTROL MAT.
4. 120-6 - INCLUDES SUITABLE BACKFILL TO COMPLETE THE GRADING AND SHAPING COMPACTED TO 95% DENSITY AT OPTIMUM MOISTURE (ACCORDING ASTM D 698).
5. 02930-2.1 - INCLUDES GROUND PREPARATION AND COMPLETE MAINTENANCE OF THE AREA UNTIL FINAL COMPLETION. REFER TO VEGETATION SPECIFICATION 02930 FOR ADDITIONAL PLANTING DETAILS.

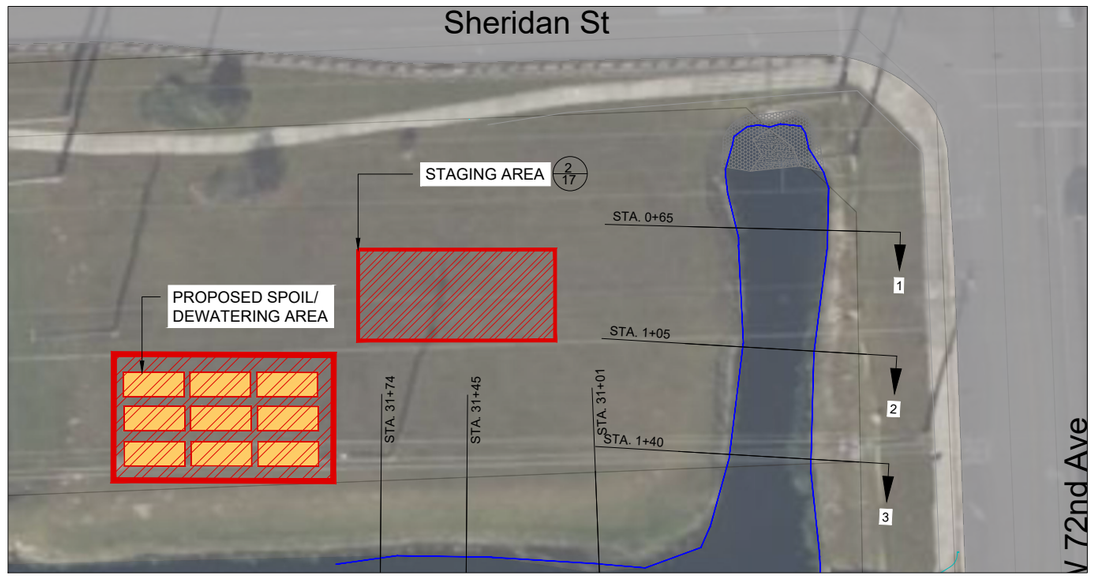
FDOT: FLORIDA DEPARTMENT OF TRANSPORTATION
LSE: LANDSHORE ENTERPRISES, LLC

BENCHMARK LOCATION



SCALE: 1" = 50'

STAGING AREA LOCATION



SCALE: 1" = 50'

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REVISIONS		
DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

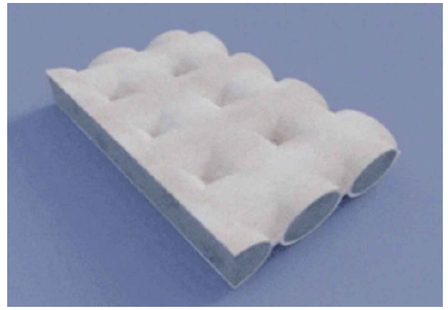
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FL LIC. No. 66596
ENGINEER OF RECORD

SUMMARY AND QUANTITIES

PROJECT NO.	SHEET	OF
2022-03	14	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	N.T.S

FILTER POINT FABRIC LINING (ARMORFORM) DATA SHEET AND PERFORMANCE



Filter Point Mat (FPM) is an erosion resistant, permeable concrete lining formed with a double-layer woven fabric, joined together by interwoven, filter points (drains). Once pumped, the cobbled surface and relatively high coefficient of friction act to reduce velocity and wave run-up. The filter points provide for the relief of hydrostatic uplift pressure, increasing the system's stability.

Filter Point Mat (FPM) form a lining of average thickness and specified weight to provide strength and erosion protection to resist the calculated tractive forces. The design criterion for selection of lining thickness is the same as that used to determine the thickness of conventional concrete slope paving. FPM is custom fabricated into multiple mill width panels, designed to fit actual site dimensions and topography.



DESIGN CONSIDERATIONS

1. FPM is used where velocities are low, bedload and ice formations are light and a roughness coefficient of N= 0.025 to 0.030 is acceptable.
2. FPM is used where wave action is light.
3. FPM is ideal for underwater placement.
4. FPM should be installed on engineered slopes.



APPLICATIONS

* Bridge Abutments
* Storm Sewer Outfalls
* Channel Lining
* Pond Lining
* Shoreline Revetments
* Spillway/Weir Structures
* Embankments

FILTER POINT MAT (FPM)				
STYLE	SPACING	AVERAGE THICKNESS	UNIT WEIGHT	CONCRETE COVERAGE
5" FPM	5"	2.2"	26 lbs./ft²	115 sq. ft./cy
8" FPM	8"	4.0"	47 lbs./ft²	73 sq. ft./cy
10" FPM	10"	6.0"	70 lbs./ft²	49 sq. ft./cy

MATERIAL PROPERTY – ARMORFORM FABRICS			
PROPERTY	TEST	UNITS	VALUE
PHYSICAL			
Composition of Yarns	-	-	Polyester
Mass Per Unit Area (Double-Layer)	ASTM D 5261	oz/yd²	14
Thickness (Single-Layer)	ASTM D 5199	mils	27
Mill Width (Woven)		inch	72
MECHANICAL			
Wide-Width Strip Tensile Strength - WARP | FILL	ASTM D 4595	lbs./inch	340/270
Elongation at Break - WARP | FILL - Max.		%	12/12
Trapezoidal Tear Strength - WARP | FILL	ASTM D 4533	lbs.	180/170
Grab Tensile Strength	ASTM D4632	lbf	364/310
Grab Tensile Elongation		%	25/21
CBR Puncture Strength	ASTM D 6241	lbs.	1575
HYDRAULIC			
Apparent Opening Size (AOS)[3]	ASTM D 4751	U.S. Standard (mm)	20
Flow Rate	ASTM D 4491	gal/min/ft²	125

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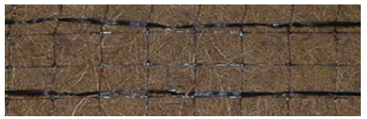
PROJECT NO.	SHEET	OF
2022-03	15	17
DRAWN BY:	DATE:	SCALE:
NV	07/15/2022	NA

ROLLMAX™
ROLLED EROSION CONTROL

Specification Sheet
EroNet™ C125® Erosion Control Blanket

DESCRIPTION

The long-term double net erosion control blanket shall be a machine-produced mat of 100% coconut fiber with a functional longevity of up to 36 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location, and elevation). The blanket shall be of consistent thickness with the coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with a heavyweight photode-gradable polypropylene netting having ultraviolet additives to delay breakdown and an approximate 0.63 x 0.63 in (1.59 x 1.59 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats. The C125 shall meet Type 4 specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17



Index Property	Test Method	Typical
Thickness	ASTM D6525	0.22 in. (5.59 mm)
Resiliency	ECTC Guidelines	82%
Water Absorbency	ASTM D1117	167%
Mass/Unit Area	ASTM 6475	7.73 oz/sy (262.8 g/sm)
Swell	ECTC Guidelines	13%
Smolder Resistance	ECTC Guidelines	Yes
Stiffness	ASTM D1388	0.75 oz-in
Light Penetration	ASTM D6567	16.6%
Tensile Strength - MD	ASTM D6818	472.8 lbs/ft (7.01 kN/m)
Elongation - MD	ASTM D6818	25.6%
Tensile Strength - TD	ASTM D6818	225.6 lbs/ft (3.35 kN/m)
Elongation - TD	ASTM D6818	33.9%
Biomass Improvement	ASTM 7322	257%

Design Permissible Shear Stress	
Unvegetated Shear Stress	2.25 psf (108 Pa)
Unvegetated Velocity	10.0 fps (3.05 m/s)

Material Content		
Matrix	100% Coconut Fiber	0.5 lbs/sq yd (0.27 kg/sm)
Netting	Heavyweight photodegradable with UV additives	3 lbs/1000 sq ft (14.6 g/sm)
Thread	Black polypropylene	

Standard Roll Sizes			
Width	6.67 (2.03 m)	8 ft (2.44 m)	16 ft (4.87 m)
Length	108 ft (32.92 m)	112 ft (35.14 m)	112 ft (34.14 m)
Weight ± 10%	44 lbs (19.95 kg)	56.25 lbs (25.5 kg)	112.5 lbs (51 kg)
Area	80 sq yd (66.9 sm)	100 sq yd (83.61 sm)	200 sq yd (167.22 sm)

Slope Design Data: C Factors			
	Slope Gradients (S)		
Slope Length (L)	≤ 3:1	3:1 – 2.1	≥ 2:1
≤ 20 ft (6 m)	0.001	0.029	0.082
20-50 ft	0.036	0.060	0.096
≥ 50 ft (15.2 m)	0.070	0.090	0.110

Roughness Coefficients – Unveg.	
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.022
0.50 – 2.0 ft	0.022-0.014
≥ 2.0 ft (0.60 m)	0.014

NORTH AMERICAN GREEN

Western Green
4609 E. Boonville-New Harmony Rd.
Evansville, IN 47725

nagreen.com
800-772-2040

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EC_RMX_MPDS_C125_3.20

TENCATE GEOSYNTHETICS
Americas

Mirafi® 160 N

Mirafi® 160N is a nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Mirafi® 160N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Mirafi® 160N meets AASHTO M288 Class 2 for Elongation > 50%.

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	160 (712)	160 (712)
Grab Tensile Elongation	ASTM D4632	%	50	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	60 (267)	60 (267)
CBR Puncture Strength	ASTM D6241	lbs (N)	410 (1825)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	70 (0.212)	
			Minimum Roll Value	
Permittivity	ASTM D4491	sec-1	1.5	
Flow Rate	ASTM D4491	gal/min/ft2 (l/min/m2)	110 (4481)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	

Physical Properties	Unit	Roll Size
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.5 x 91)
Roll Area	yd2 (m2)	500 (418)

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www.tencate.com

FGS000361
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GAI-LAP-25-97

TENCATE GEOSYNTHETICS
Americas

Mirafi® FW404

Mirafi® FW404 is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Mirafi® FW404 geotextile is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids

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Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	400 (1780)	315 (1402)
Grab Tensile Elongation	ASTM D4632	%	15	15
Trapezoid Tear Strength	ASTM D4533	lbs (N)	150 (668)	165 (734)
CBR Puncture Strength	ASTM D6241	lbs (N)	1150 (5118)	
			Minimum Roll Value	
Percent Open Area	COE-02215	%	1.0	
Permittivity	ASTM D4491	sec-1	0.9	
Flow Rate	ASTM D4491 gal/min/ft2 (l/min/m2)		70 (2852)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.425)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355 % strength retained		90	

Physical Properties	Unit	Roll Size
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.57 x 91.4)
Roll Area	yd2 (m2)	500 (418)

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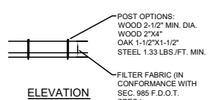
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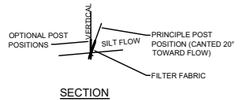
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2022-03	16	17
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NV	07/15/2022	NA



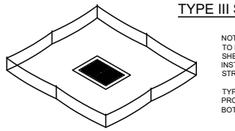
ELEVATION



SECTION

NOTES: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (L.F.)

TYPE III SILT FENCE



NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3

TYPE III SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

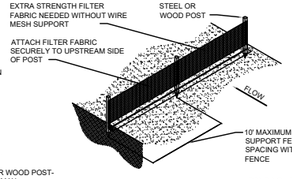


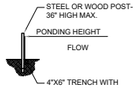
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

1. SILT FENCE APPLICATIONS

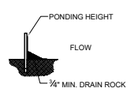
N.T.S.

NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.





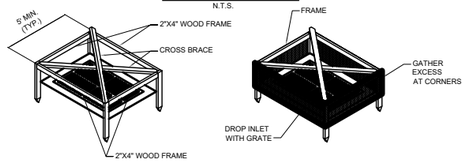
TRENCH DETAIL



INSTALLATION WITHOUT TRENCHING

TYPE IV SILT FENCE

N.T.S.

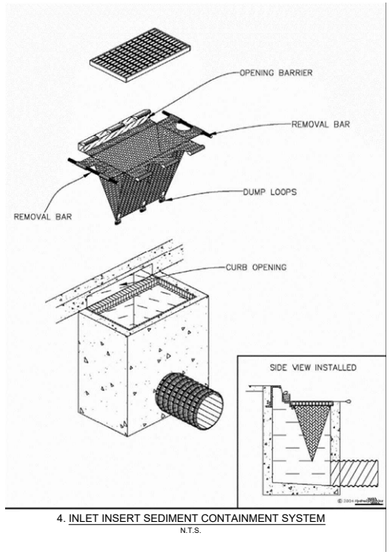


VIEW OF FRAME WITHOUT SILT FENCE

VIEW OF FRAME WITH SILT FENCE

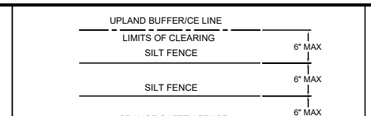
2. SILT FENCE INLET PROTECTION

N.T.S.



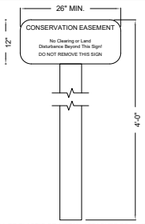
4. INLET INSERT SEDIMENT CONTAINMENT SYSTEM

N.T.S.



3. SILT FENCE/ORANGE FENCE PLACEMENT DETAIL AROUND WETLANDS

N.T.S.



NOTE:
1. SIGN MATERIAL SHALL BE PLASTIC OR METAL, ATTACHED TO 4"x4" TREATED WOOD POST.
2. CONSERVATION EASEMENT SHALL BE 3" HIGH LETTERS.
3. ALL OTHER LINES OF TEXT SHALL BE 1" HIGH WITH 1" SPACING BETWEEN LINES.
4. SIGN SHALL HAVE WHITE BACKGROUND WITH CONTRASTING COLOR FOR THE LETTERING.
5. SIGNS SHALL BE PLACED AS SHOWN ON PLANS, BUT NO LESS THAN EVERY 200 LINEAR FEET AND AT VERTICES NOT CLOSER THAN 25 FEET AND IN NO CASE SHOULD EXCLUDE AREAS INCLUDED IN THE CONSERVATION EASEMENT.

CONSERVATION EASEMENT SIGN

N.T.S.



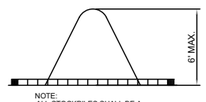
CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)

NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

TYPE "ABOVE GRADE" WITH SYNTHETIC BALES

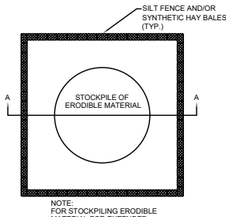
CONCRETE & STUCCO WASTE MANAGEMENT

N.T.S.



NOTE:
ALL STOCKPILES SHALL BE A MAXIMUM OF 6' HIGH.

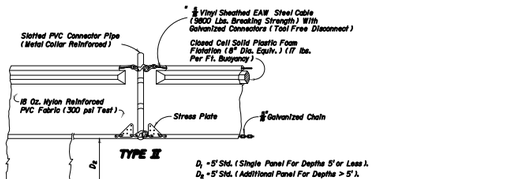
SECTION A-A

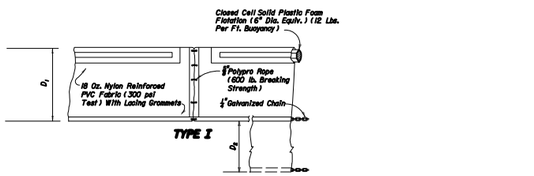


NOTE:
FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.

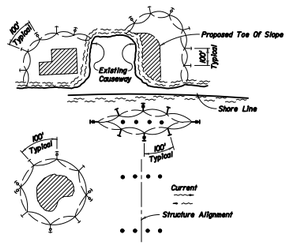
SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL

N.T.S.



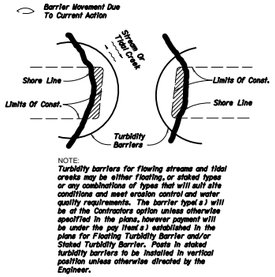


NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.



NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

LEGEND
- Pile Locations
- Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action



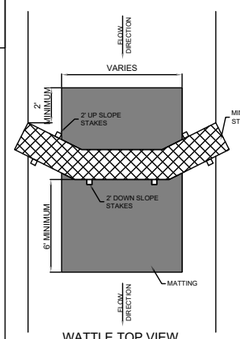
NOTE:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

GENERAL NOTES

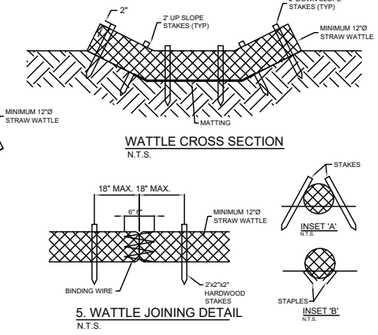
1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.

5. TURBIDITY BARRIER APPLICATIONS

N.T.S.



WATTLE TOP VIEW
N.T.S.



WATTLE CROSS SECTION
N.T.S.

5. WATTLE JOINING DETAIL
N.T.S.

NOTES:
1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 2"-3" DEEP x 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD OVERLAP 24" - SHINGLE IN DIRECTION OF FLOW.
3. SECURE THE WATTLE WITH 18"-24" STAKES EVERY 3'-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2"-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKE SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
4. USE MINIMUM 12"Ø COIR (COCONUT FIBER)/STRAW WATTLE.
5. USE 2' WOODEN STAKES WITH A 2"x2" NOMINAL CROSS SECTION.
6. ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AS DIRECTED.
7. INSTALL A MINIMUM OF 2 UP SLOPE STAKES AND 4 DOWN SLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.
8. PROVIDE STAPLES MADE OF 0.125"Ø STEEL SIRE FORMED INTO A 'U' SHAPE NOT LESS THAN 12" IN LENGTH.
9. INSTALL STAPLES APPROX. EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

6. SYNTHETIC HAY BALE DETAILS

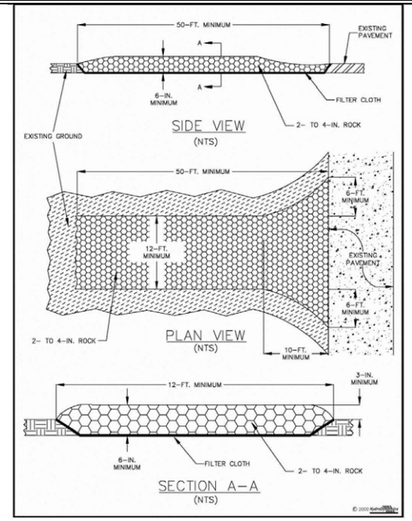
N.T.S.

EROSION AND SEDIMENTATION CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT AMOUNTS OF POLLUTANTS WHICH MAY REACH SURFACE OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH REACH WATER BODIES OF FLOOD PLAINS HAVE BEEN SHOWN TO ADVERSELY AFFECT THEIR PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE HYDRAULIC CAPACITY OF WATER BODIES OF FLOOD PLAINS, REDUCE THE DESIGN CAPACITY OF CULVERTS AND OTHER WORKS, AND ELIMINATE BENTHIC INVERTEBRATES AND FISH SPAWNING SUBSTRATES BY SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE, REDUCE PRIMARY PRODUCTIVITY.

MINIMUM STANDARDS

1. SEDIMENT BASIN AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UNSLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE REVIEWER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
    A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
    B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
    C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
    D. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE, WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, IN THE OPINION OF THE REVIEWER. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS OF THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL (JULY 2018).
23. THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS.



7. SOIL TRACKING PREVENTION DEVICE DETAIL
N.T.S.

© Erosion Restoration, LLC.

REVISIONS

DATE	BY	DESCRIPTION

Erosion and Sedimentation Control Plan for Walnut Creek Community Development District Creek

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
118 Shamrock Blvd.
Venice, FL 34293
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

MANUFACTURER'S SPECIFICATIONS

PROJECT NO.	SHEET	OF
2022-03	17	17
DRAWN BY: NV	DATE: 07/15/2022	SCALE: AS SHOWN

RESOURCE MANAGEMENT, INC.

6900 S.W. 21st Court, Building 9 · Davie, FL 33317
Phone: 954.382.9766 · Fax: 954.382.9770
Email: info@allstatemanagement.com
www.allstatemanagement.com

We understand that many of you are heading into budget season. Unfortunately, the cost of fuel and goods to maintain your accounts has seen a dramatic increase in the last year. Many products to keep waterways and preserves healthy and clean have risen as much as 80%.

There has been no decision on the final increase for next year (2023), but we recommend budgeting for an increase of 5-10%. We are hoping to keep your costs on the lower end, but unfortunately there has been no slowdown in the increase we have been incurring.

We hope you understand and if prices drop in the future we can look to adjust accordingly.

SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT (this "Agreement") is made and entered into this 28 day of July, 2022 ("Effective Date"), by and between:

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

REGIONS SECURITY SERVICES, INC., a Florida corporation, whose principal and mailing address is 1100 NW 72nd Avenue, Miami, Florida 33126, (hereinafter "Contractor"; the District and Contractor are at times hereinafter referred to, collectively, as the "Parties" or individually, as a "Party").

Recitals

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

WHEREAS, the District desires to retain an independent contractor to provide security services for those certain lands and areas within the boundaries of the District, as more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Contractor has submitted to the District three (3) separate proposals which, when taken together, contemplate the rendering by Contractor of physical (i.e., in-person) and virtual (i.e., virtual guard kiosk) security services to the District, and the sale and installation at specified locations within the District of a virtual guard kiosk and related video management system, and a security camera system; and

WHEREAS, the terms and conditions governing the sale and installation and ongoing maintenance of the virtual guard kiosk and video management system, and security camera system within the District, as contemplated in Contractor's proposal relating thereto, are embodied in a separate and distinct agreement between the Parties entered into on July 21, 2022, as amended (said agreement, as amended, the "Small Project and Services Agreement"); and

WHEREAS, the proposals submitted by Contractor to the District pertaining to the rendering by Contractor of physical (i.e., in-person) and virtual (i.e., virtual guard kiosk) security services within the District by Contractor's unarmed and uniformed security officers and virtual staff (said proposals, the "Proposal"; copies of the Proposals are attached hereto as Composite Exhibit "B" and incorporated herein); and

WHEREAS, Contractor represents that it is qualified to serve as a security services contractor and desires to provide Security Services (as defined in Section 2(A) below) to the

District; and

WHEREAS, the District Board of Supervisors has selected Contractor to provide Security Services to the District; and

WHEREAS, the District desires to engage Contractor to provide Security Services, upon the terms and conditions set forth in this Agreement.

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties.

A. The duties, obligations and responsibilities of Contractor are more particularly described herein. Contractor shall be solely responsible for the means, manner and methods by which such duties, obligations and responsibilities are satisfied and performed. Contractor's scope of services under this Agreement (collectively, "Security Services") shall be as follows:

1. Provide a visible presence at the main guardhouse for the dates and times as provided elsewhere in this Agreement, or as hereafter mutually agreed upon by the District Manager (or her designee) and Contractor in writing, or via email or text message;
2. Supervise the entrance and exit of residents, guests and the public;
3. Provide unarmed, uniformed security officers to render Security Services at the entrance gate and through ongoing and continuous roving patrols of the exterior building areas, roadways, and throughout the District in such number and during such days and times as is provided in Section 2(C) of this Agreement or as hereafter mutually agreed upon by the District Manager (or her designee) and Contractor in writing or via email or text message;
4. Provide virtual guard services at the main guardhouse for the dates and times as provided elsewhere in this Agreement or as hereafter mutually agreed upon by the District Manager (or her designee) and Contractor in writing, or via e-mail or text message, it being understood and agreed to by the Parties that Contractor's obligation hereunder to provide such virtual guard services is strictly conditioned upon the District's payment of virtual kiosk rent in accordance with its obligations under the Small Project and Services Agreement;
4. Provide a visible and virtual presence within the District thereby aiding in the deterrence of crime and other wrongdoing as much as is practicable; it being understood and agreed to by the Parties that Contractor's obligation hereunder to provide a virtual presence within the District is strictly conditioned upon the District's payment of virtual kiosk rent in accordance with its obligations under the Small Project and Services Agreement;
6. Provide one (1) officially marked patrol vehicle for rover services;

7. Provide two (2) technology devices for real-time incident and shift activity report with dedicated phone line;
8. In the event security personnel witness a crime or other wrongdoing within the District, said security personnel shall contact the Pembroke Pines police department and attempt to acquire and report names, addresses, and phone numbers of any other witnesses without exposing himself or herself to possible harm;
9. Provide online, real-time reports by security personnel to be viewed anytime by the District, which reports shall include detailing the activity of the officers and camera system within the District;
10. Provide GPS based electronic checkpoint system with up to 30 check point stations;
11. Provide training regarding, and 24-hour access to, the online client portal;
12. Provide unlimited Cloud storage of all reports and activity generated by Contractor's security officers within the client portal;
13. Provide 24-hour access to Contractor's dispatch center, field supervisors and other staff;
14. Provide an account manager to oversee the successful operation of the District's security program as described herein and in the Proposal;
15. Provide access to CCTV and Contractor's technology experts;
16. Provide one (1) annual security and safety review and written recommendation report;
17. Notify both the District Manager, and her designee, by telephone (promptly followed by confirmation e-mail), in the event that the security system contemplated hereby fails to operate properly, and proceed with the prompt correction of such operation failure.
18. Inspect gate entry systems, kiosk system, video cameras, entry system components, and other associated equipment on a regular basis;
19. In the event of gate equipment failure, (i) immediately notify the District Manager and her designee, (ii) take reasonable precautions to protect residents of the District and the general public while within the District and (iii) implement and oversee alternative means of entry and exit into the District;
20. Report incidents of damage to District property, including gate facilities, to the appropriate local law enforcement agency (City of Pembroke Pines police department) promptly upon the discovery of same by Contractor's security personnel, review and retain surveillance video of the incident, and share with law enforcement all available surveillance video of the incident and obtain and deliver to the District Manager or her designee a copy of the report from the Pembroke Pines police department when available, the cost of which shall be borne by the District;
21. A representative of Contractor shall attend all regular meetings of the District Board of Supervisors at no additional cost or expense to the District;
22. Provide such additional security services as are described in the Proposal; and
23. Prepare security post orders and protocol, and emergency response protocols, for review and acceptance by the District, which post orders and protocols shall be

amended and updated from time to time by Contractor subject to the approval of the District Manager or her designee.

B. All personnel provided by Contractor pursuant to this Agreement shall perform the Security Services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals and in compliance with all applicable state, local, and federal laws, rules, and ordinances.

C. The District has initially decided to proceed with the following Security Services options and hours, at the rates set forth in Section 3(B) below:

1. Security Officer performing Main Gate services 7:00 A.M. until 10:00 P.M. seven days per week; and

2. Security Officer performing rover services, 10:00 P.M. until 7:00 A.M. seven days per week; and

3. Virtual Security services, 10:00 P.M. until 7:00 A.M. seven days per week.

The District may request additional security officers at the Standard Rate set forth in Section 3(B)(1) below by giving Contractor no less than 24 hours prior notice, by telephone or in writing. Additional adjustments to the above-described Security Services and hours shall require the mutual consent of the District Manager (or her designee) and Contractor which shall be set forth in writing or by e-mail or text, it being acknowledged by the District that a material reduction in hours and/or material modification in Security Services may result in an increase in Contractor's hourly rate for such reduced or modified services. The District hereby represents and warrants to Contractor that the District Manager, acting alone, has been duly authorized to agree, from time-to-time, to such adjustments in the hours and the Security Services described above as the District Manager, in her reasonable discretion, may deem to be in the best interests of the District, provided, however, that the District Manager must secure the prior approval of the District Board of Supervisors in the event that the adjustments sought will result in the District being charged higher hourly rates than specified in Section 3(B) below, or in the Annual Contract Amount set forth in Section 3(A) below being exceeded.

D. Contractor shall furnish all labor, uniforms, badges, equipment, materials, vehicle(s), supplies, and supervision to satisfactorily perform the Security Services in the manner and at the frequencies set forth herein and in the post orders.

E. Contractor shall provide, operate and maintain a security program at the District enabling it to perform the contemplated Security Services and other related functions as specified herein.

F. Safety: Subject to the limitations on Contractor's liability set forth in Section 29 below, Contractor shall utilize commercially reasonable efforts, consistent with industry standard in Broward County, to (1) assure the safety and protection of residents, guests and the public, and their respective real and personal property, located in the District and (2) to protect the foregoing

against injury, molestation, loss or damage from any preventable cause including, but not limited to fire, theft, trespass, malicious mischief, and sabotage.

G. Inspection Tours: Contractor's security personnel shall make periodic inspection tours in accordance with patrol routes and schedules mutually agreed upon by the Parties, as indicated in the post orders.

H. Hazardous Conditions within the Guardhouse: Promptly upon becoming aware of potentially hazardous conditions or other items in need of repair located within the main guardhouse, including, but not limited to, inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, trip hazards or other potentially dangerous conditions, Contractor's security personnel shall promptly report same to the District Manager, or her designee.

I. Unauthorized Access: Contractor's security personnel shall take appropriate action in response to persons gaining or seeking to gain unauthorized access to the District.

J. Reports and Records: Contractor's security personnel shall prepare and deliver to the District's designated representative (i) daily shift reports, (ii) incident reports documenting vehicle accidents occurring on the District's premises, gate issues and other incidents witnessed by, or reported to, security personnel, and (iii) such other orders, instructions and reports as are specifically contemplated by this Agreement and/or the Proposal, or as mutually agreed upon by the Parties from time-to-time in writing.

K. Additional Duties: Contractor's security personnel shall be responsible for closing and opening the main guardhouse upon each shift, including turning off all unnecessary lights, close windows and secure doors, lock all cabinets and cover the virtual guard kiosk when in-person guard services are being provided by Contractor.

L. Emergency Assistance: Should Contractor's security personnel become aware of an emergency or unusual occurrence in the District, said security personnel shall immediately summon appropriate assistance such as the local police and/or fire departments and promptly notify the District's representatives and such other persons as Contractor's security personnel shall deem necessary or appropriate.

M. Civil Disturbances: Should Contractor's security personnel become aware of a civil disturbance, attempt to commit sabotage or some other act which would reasonably be expected to adversely affect the security and/or safety of the District, its residents, employees, property and the general public lawfully in buildings or on the grounds under control of the District, said security personnel shall immediately summon appropriate assistance such as the local police and/or fire departments and promptly notify the District's representatives and such other persons as Contractor's security personnel shall deem necessary or appropriate.

N. Safety Rules and Regulations: Observe (to the extent applicable) and enforce posted rules and regulations.

O. Change of Duties: Any material modification by the District to such of its policies and guidelines, or its post orders and special orders, that pertain to or impact Contractor's

performance of its duties and responsibilities hereunder shall require the prior approval of Contractor.

P. Key Control: Receive and account for all keys and other access devices supplied to Regions by the District for purposes of granting Regions access to specific buildings, offices, gates, etc. located within the District.

Q. Contractor acknowledges and understands that the District is, at the time of execution of this Agreement, engaged in a contract with another security provider and that a transition program will need to be implemented as Contractor becomes the security provider for the District.

Section 3. Compensation.

A**.** The annual contract amount shall not exceed $300,000.00 without the prior approval of the District Board of Supervisors (the "Annual Contract Amount").

B. The District shall pay Contractor for the Security Services as follows:

1. Physical guard services: $23.36 per hour worked (the "Standard Rate") for physical security guard and rover guard provided pursuant to this Agreement, for each security officer provided by Contractor in accordance with this Agreement. The holiday rate shall be $35.04 per hour worked for six (6) approved holidays (i.e., Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day), which holiday compensation is included in the Annual Contract Amount, unless additional amounts are approved by the District Board of Supervisors. The rate for emergency Security Services provided pursuant to Section 27, below, shall also be $35.04 per hour worked.

2. Marked patrol vehicle: $300.00 per week, which is included in the Annual Contract Amount. The fuel charges for the marked patrol vehicle will be invoiced separately and a log of the mileage and receipt for fueling will be provided therewith.

3. Virtual guard services: $2,129.78 per month for nine (9) hours of security guard services per day, 365 days per year, which sum is included in the Annual Contract Amount.

Increases in the rates specified herein or in the Annual Contract Amount must be approved by the District Board of Supervisors in advance.

C. Compensation shall be paid to Contractor on a monthly basis. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. Invoices shall be paid within thirty (30) days of receipt by the District, unless properly disputed by the District under the Florida "Local Government Prompt Payment Act", Florida Statutes, Section 281.70, et seq. (the "Prompt Payment

Act"). The District represents and warrants to Contractor that the District is a local government entity and as such, it is exempt from sales tax on this transaction.

Section 4. Contractor's Acceptance of Conditions. Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Security Services pursuant to this Agreement and has not identified any site conditions in existence on the Effective Date which would have a material adverse effect on Contractor's performance of Security Services under this Agreement.

Section 5. Waiver. It is understood and agreed by the Parties that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and the Proposal, shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of the Agreement and the Proposal. Failure of a Party to exercise any of its rights, under this Agreement or at law or equity, in one or more instances shall not be construed as a waiver of such Party's right to strict performance of such rights or as to any subsequent breach of any such rights.

Section 6. Indemnification.

A. Contractor shall indemnify, defend, and save harmless the 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, collectively the "Claims" (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 Contractor, its agents, servants or employees arising from this Agreement or its performance, but only to the extent that any Claims, and any related damage, arises out of any negligent (or more culpable) act or omission of Contractor which occurs while Contractor is physically present on the District's property. Contractor and the District hereby acknowledge, agree and covenant that Contractor has incorporated in the amounts due under the Proposal, which constitutes the contract sum payable by the District to Contractor, specific additional consideration in the amount of Ten Dollars ($10.00) sufficient to support Contractor's obligation of indemnification provided for in this paragraph. Contractor's duty to indemnify hereunder shall not exceed the limits of insurance required of Contractor under Section 7(A)(ii), below. 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 Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 7 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. 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 7. Insurance.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation and Employers' Liability Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of $1,000,000.00 each occurrence. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(ii) Comprehensive General Liability Insurance and Errors and Omission Insurance (occurrence form), with the following minimum limits of liability, with no restrictive endorsements, $2,000,000 Combined Single Limit, per occurrence.

(iii) Automobile Liability Insurance shall be provided with a minimum of $1,000,000 each occurrence.

(iii) Excess/Umbrella Liability Insurance shall be provided with a minimum of $1,000,000 each occurrence.

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to the District copies of its required insurance coverages, specifically providing that the Walnut Creek Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least ten (10) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect.

D. The District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to the District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

Section 7. Independent Contractor. Neither Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.

Section 8. Contractor's Supervisor; District's Site Manager. Contractor's supervisor, assigned to oversee Contractor's performance under this Agreement, shall communicate with the District Manager on a regular basis (but in no event less than on a bi-weekly basis) regarding matters relating to the Security Services rendered in the District. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Security Services.

Section 9. Initial Term; Renewal Terms. The performance of Security Services under this Agreement shall commence at 9:00 A.M. on July 28, 2022 (the "Commencement Date"). The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and continue for a period of one (1) year after the Commencement Date (i.e., July 28, 2023), unless sooner terminated by a Party in accordance with Section 15 below. Subject to the appropriation of funds therefor by the District's Board of Supervisors, this Agreement shall be automatically renewed for additional one (1) year terms (each, a "Renewal Term") unless sooner terminated by a Party in accordance with Section 15 below.

Section 10. Entire Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 11. Employees.

A. In addition to those requirements for background investigations performed by Contractor in connection with Contractor's hiring practices, Contractor shall, with respect to each employee providing or proposed to provide Security Services to the District, also perform Florida Department of Law Enforcement (FDLE) checks, Driver's License checks, and sexual offender/sexual predator checks. All employees of Contractor performing Security Services at the

District shall be citizens of the United States or aliens authorized to work in the United States and shall be written and conversational literate in the English language to the extent of reading, speaking and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports which convey complete information.

B. The District hereby covenants and agrees that it shall not, directly or indirectly through any subsidiary entity, contractor (including, but not limited to, other security firms or agencies hereafter engaged by the District) or other agent, offer to employ or hire, or employ or hire, any Contractor employee during the employee's tenure with Contractor, or its successor or assign and for a period of one (1) year following the date on which employee ceased to be employed by Contractor, or its successor or assign (the "Restrictive Covenant"). The District further covenants and agrees to use commercially reasonable efforts to cause the Walnut Creek Community Association, Inc. and any other homeowners or community association organized for the benefit of homeowners in the District to agree to abide by the Restrictive Covenant as if such association were itself bound thereby, it being understood by the Parties that the District has no authority or control over the actions or decisions of such associations. The restrictions imposed by this Section 11(B) shall survive the expiration or early termination of this Agreement.

C. If the District shall determine for any lawful reason that an employee of Contractor is unsuitable or unfit for performance of such employee's duties under the terms of the Agreement, the District shall have the right to request that Contractor remove said employee from his/her post at the District and that the vacant post be filled by a new security officer who meets the District's requirements as set forth in this Agreement. In such case, Contractor will use its best efforts to promptly assign a suitable security officer to fill the vacant post.

D. Physical Conditions: Contractor's security personnel should be in good general health with no conditions that would interfere with the performance of the Security Services.

E. Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be reasonably necessary.

F. Proof of Identity: Contractor shall be responsible for maintaining and providing to the District at the District's request two forms of identification for all employees that are assigned to the District's location.

G. The final decision as to acceptability of an individual for work will rest with Contractor..

Section 12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 13. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either Party without the express written consent of the other Party.

Section 14. Termination. Either Party may terminate this Agreement at any time for its convenience by delivery of sixty (60) days' prior written notice of termination to the other Party given in accordance with Section 15, below.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be deemed to have been given (a) when hand delivered (with written receipt confirming delivery), (b) on the third (3rd) day after the date mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or (c) when received by the addressee if sent by a nationally-recognized overnight delivery service (with receipt confirmed), and addressed to the Parties, as follows:

A. If to the District: Walnut Creek Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

B. If to Contractor: Regions Security Services, Inc.
1100 NW 72 Avenue
Miami, Florida 33126
Attn: President

Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any Party or other person to whom Notices are to be sent or copied may notify the other Party and addressees of any change in name or address to which Notices shall be sent by providing said information on five (5) days prior written notice to the Parties and addressees set forth in this Agreement.

Section 16. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law governing the execution and delivery of this Agreement, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 17. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 18. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Broward County, Florida.

Section 19. Sovereign Immunity. The Parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other applicable statutes or law.

Section 20. 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 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 Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTRACTOR 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

Section 21. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 22. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 23. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 24. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or the Proposal, the provision in the main body of the Agreement shall govern over the Proposal.

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

Section 26. **Emergency Response**. In the event that the District Manager or her duly authorized designee shall determine, in her/his reasonable discretion, that Security Services beyond those contemplated in Section 2(C) above (as duly adjusted from time to time) are required by the District as a result of a potential hurricane, natural disaster, or other significant weather-

related event, Contractor shall use commercially reasonable efforts to render the requested emergency Security Services upon the written request of the District Manager or her authorized designee; provided, however, that Contractor shall not be obligated to render such emergency Security Services in the event that governmental authorities with proper jurisdiction have issued a hurricane warning or a mandatory or advisory evacuation order to persons and property located within the District, it being acknowledged and agreed by the District that, in the event of such a warning or order, Contractor shall not be obligated to require its security personnel to travel to or remain at the District.

Section 27. Acts of God. In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, the District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit either party to this Agreement from exercising its right to terminate this Agreement for convenience in accordance with Section

Section 28. Responsibility and Limitation on Losses. Contractor shall not be responsible for any losses to the District as a result of burglary, theft, fire or any other causes, except in the case of negligence on the part of Contractor or its employees in the performance of its duties hereunder. The District shall notify Contractor in writing of any such loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by the District, whichever is later. Said written notice shall describe with specificity the loss or basis of any intended claim against Contractor's insurance carriers, the circumstances surrounding such loss or basis of claim, and the grounds on which the District alleges negligence on the part of Contractor in the performance of its duties hereunder.

THE DISTRICT HEREBY ACKNOWLEDGES AND AGREES THAT CONTRACTOR'S EQUIPMENT AND SECURITY SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, BURGLARIES, ROBBERIES, ASSUALTS, FIRES, VANDALISM AND PROPERTY DAMAGE. EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, CONTRACTOR MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT CONTRACTOR'S EQUIPMENT AND SECURITY SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. CONTRACTOR DOES NOT UNDERTAKE ANY RISK THAT THE DISTRICT, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. ACCORDINGLY, THE DISTRICT ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF SUCH RISK REMAINS WITH THE DISTRICT OR SUCH OTHER PERSON, AND NOT WITH CONTRACTOR.

Section 29. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties or their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

Section 30. E-Verify. Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

Print Name: Gloria H. Perez
Title: Secretary/Assistant Secretary

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

By: Betty A. Ross
Print Name: Betty A. Ross
Title: Chair/Vice-Chair, Board of Supervisors

28 day of July, 2022

Witnesses:

Print Name:

Print Name:

REGIONS SECURITY SERVICES, INC.,
a Florida corporation

By: Carlos Rivero Jr.
Print Name: Carlos Rivero, Jr.
Title: President & C.E.O.

27th day of July, 2022

(CORPORATE SEAL)

EXHIBIT A

DESCRIPTION OF DISTRICT

[Attached hereto and made a part hereof.]

DEVELOPMENT DISTRICT PROPERTY

- R (W.C.C.D.D.)
- LANDSCAPE/OPEN AREAS (W.C.C.D.D.)
- H.O.A. PROPERTY
- OTHERS PROPERTY
- W.C.C.D.D. EASEMENT

200' 0 200' 400' 600'
1" = 200'-0"



BASE MAP PREPARED BY:
CRAIG A. SMITH AND ASSOCIATES

PROPERTY MAP
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
PEMBROKE PINES, FL

GEE & JENSON
Engineers • Architects • Planners, Inc.

50-00

SHEET OF

COMPOSITE EXHIBIT B

PROPOSAL

[Attached hereto and made a part hereof.]

Financial Consideration Agreement

Account Information	Site Information
Walnut Creek Community Development District c/o Special District Services, Inc. 8785 SW 165th Avenue, Suite #200 Miami, FL 33193 Attn: Gloria Perez, District Manager Office: (786) 347-2711 Ext. 2011 Email: gperez@sdsinc.org	Walnut Creek Community Development District 1800 NW 76th Ave Pembroke Pines, FL 33025

Security Guard Services Pricing

Description	Quantity	Billing Rate
Unarmed Security Officer Coverage Class "D" Security Licensed in accordance with the Florida Department of Agriculture and Consumer Services Division of Licensing, unarmed, proven customer service skills, and strong communication skills. Schedule: Gatehouse: Monday-Sunday 7:00 AM-10:00 PM Rover: Monday-Sunday 10:00 PM-07:00 AM	**168 Weekly Hours**	**$23.36 Per Hour**
Patrol Vehicle - Gas One (1) officially marked patrol vehicle with the company's logo used by the security personnel assuring the supervision and patrolling of the property. Client must provide a secure location to store vehicle. Note: Client will be billed separately for fuel consumption. 2-year contract required. 		**$300.00 Per Week**

Commencement Date: **Expiration Date:**

Agreed To and Accepted By:

Client Representative Signature: _____

Client Representative Name: _____

Client Representative Title: _____ Date: _____

Added Values Included at No Additional Cost

Technology Device with Phone Line





Two (2) technology devices for real-time incident and shift activity reporting with dedicated phone line. All discrepancies and violations will be reported to the client electronically. Incident Reports shall be completed in the event an incident occurs.

Guard Tour System (if applicable)

One (1) guard tour system shall be used to monitor if security personnel assigned to a tour patrol task are completing their duties on time and at their correct locations. This feature is a software compliment of the Technology Tablet as shown above. Small QR Code cards are placed strategically in all critical locations to mark the exact time and place the Officer conducted his inspection of that assigned area.

Parking Compliance (if applicable)



Equipment and materials such as Violation Warning Notices shall be supplied to record and monitor parking violations in accordance with the prescribed Rules and Regulations while patrolling all common areas of the property.

Comprehensive Post Order Development and Semiannual Post-Specific Training

Post Orders shall be developed and updated as per the client's needs. Semiannual training shall be provided as a refresher course to security personnel.

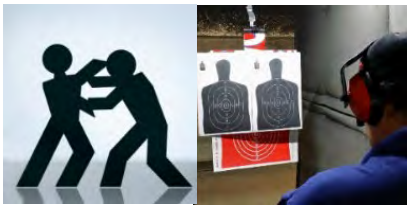
Field Supervision & Property Inspections

Field Supervisors are assigned to inspect the property and security personnel on a random basis. Field Supervisors shall conduct property inspections and report lighting and parking issues when observed to the client.

24/7 Dispatch Communication Center

Client and security personnel can contact our Dispatch Communication Center 24 hours a day 7 days a week for assistance.

Specialized Training Session & Concealed Firearms License Class



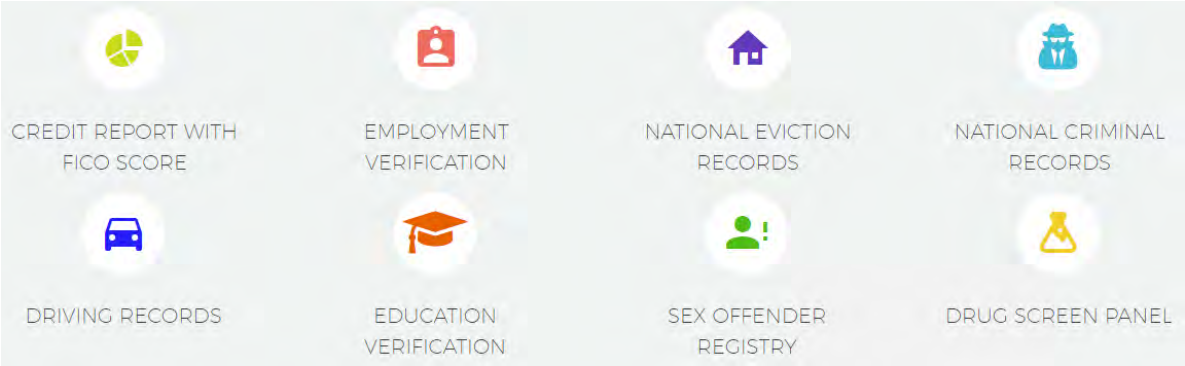
Regions will provide one class session per year on relevant topics such as Active Shooter Preparedness or Workplace Violence Prevention by a certified instructor for up to 5 people. Regions will also provide Five (5) Conceal Carry Firearm License instruction provided by a certified Firearms Instructor at no additional cost.

Added Values: At no additional cost to the client, Added Values shall be provided. Additional services not described herein shall be addressed and approved or disapproved in writing.

Alternative Products & Services – Not Included

Background Screenings

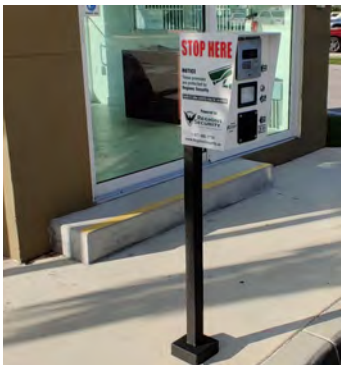
Regions provides premium quality background screenings to add ease to properties' applicant selection process. Our reports can be customized to your approval criteria to guarantee a clear-cut answer when reviewing applications. Reports are easy to read and can be either saved on a computer or printed for Client's records.



Virtual Guard Services

Regions provides an efficient and reliable gated entrance monitoring service that is staffed 24 hours a day, 365 days a year, using trained operators responsible for using commercially reasonable efforts in greeting guests; maintaining traffic flow; and verifying that visitors are on an approved visitor list, subject to any post orders by Client, and to the Security System and Client's Gates functioning under normal conditions.





Remote Video Surveillance

Regions' Remote Surveillance Professionals (RSP) watch the property through event-based monitoring with advanced video analytics or sensors. RSP's may have the capability to see, hear, and speak to the activities taking place on the premises. RSP's may use two-way voice communications upon a confirmed threat and will contact Client and or local authorities to report the threat on the premises.

Security Services Agreement
Terms & Conditions

This agreement (this "Agreement") entered into as of this _____ day of _____ _____2022 by and between REGIONS SECURITY SERVICES, INC. "AGENCY" a corporation formed under the laws of the State of Florida, having its principal office at 1100 NW 72nd Ave, Miami, 33126; and "CLIENT", as described on the Financial Consideration Agreement No. 0572022 (hereinafter "FCA").

WHEREAS, AGENCY is engaged in the business of providing various types and classifications of Security Services:

And WHEREAS, CLIENT desires to hire AGENCY to provide security services, as hereinafter described and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises herein contained and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to the terms and conditions set forth herein, which CLIENT has read and accepted.

1. SECURITY SERVICES:

a. During the term of this Agreement, CLIENT hereby hires and agrees to use, on an exclusive basis, and AGENCY hereby agrees to provide CLIENT, the security services described on the FCA to this Agreement.

b. The number of security personnel, manned posts, their location, and the hours and nature of the security duties may be varied at the CLIENT'S request to meet CLIENT'S requirements: provided however, that any variations or amendments from the FCA shall be in writing and signed by both parties in order to be effective.

c. Security personnel shall perform such security services as the CLIENT may request in writing from time to time, so long as approved by AGENCY in writing. All security personnel shall be and remain employees of AGENCY, which is an independent contractor of CLIENT. The payment of wages, federal and state taxes, social security, and unemployment compensation taxes shall be the sole function and responsibility of AGENCY. AGENCY may utilize the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement.

d. CLIENT acknowledges that the degree and amount of security services provided by AGENCY are based upon the desires and directions provided by CLIENT; and that additional services are available at additional cost. CLIENT acknowledges that the furnishing of security services provided for herein by AGENCY does not guarantee protection against all contingencies. AGENCY shall have no obligation to suggest or recommend additional services to CLIENT; and any suggestions or recommendations made by AGENCY shall not constitute or be deemed an acknowledgment that the level or type of services being provided under this Agreement are not sufficient or adequate for the task required.

e. In the event AGENCY provides service to any additional locations of CLIENT after the date of this Agreement, whether or not specifically enumerated on the FCA, CLIENT shall be bound by all of the terms and conditions, including rates, set forth herein.

f. AGENCY shall furnish properly equipped security personnel to perform security services at the CLIENT'S installations located as stated on the FCA.

g. AGENCY agrees that the security services covered by this Agreement shall be performed in accord with accepted security practices and standards. AGENCY further agrees that upon request by the CLIENT, it will reassign any of its employees who in the opinion of the CLIENT are not satisfactory.

h. Security personnel shall perform all duties in accordance with written instructions as agreed upon between the CLIENT and AGENCY which shall be set forth in FCA, attached hereto and made a part or this Agreement.

2. TERM:

a. Services furnished by AGENCY shall commence on the COMMENCEMENT DATE stated on the FCA and shall continue for one (1) year unless this Agreement expires or is terminated in accordance with the terms hereof.

b. This Agreement is for a specific term that is, with a fixed COMMENCEMENT DATE and an EXPIRATION DATE stated on the FCA:

i. This Agreement may be canceled by either party with cause, which shall require thirty (30) days' prior written notice delivered in accordance with paragraph 7 below. This Agreement may be canceled by either party without cause, which shall require sixty (60) days' prior written notice delivered in accordance with paragraph 7 below.

ii. This Agreement shall renew for successive like terms, subject to all terms and provisions of this Agreement, unless CLIENT shall give no less than sixty (60) days' prior written notice in accordance with paragraph 7 below of its intention that this Agreement not be renewed.

iii. In the event CLIENT terminates this Agreement without the required notice (a "Termination Breach"), CLIENT shall pay to AGENCY an amount equal to the aggregate amount invoiced by AGENCY to CLIENT for the ninety (90) day period immediately preceding the termination date, which sum shall constitute "Liquidated Damages." The undersigned parties intend that the Liquidated Damages constitute compensation, and not a penalty. Furthermore, the undersigned parties acknowledge and agree that AGENCY's harm caused by the Termination Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Termination Breach. CLIENT's payment of the Liquidated Damages shall be CLIENT's sole liability and entire obligation and AGENCY's exclusive remedy in the event of a Termination Breach.

c. In the event CLIENT determines that cause exists for the termination of this Agreement, CLIENT shall give written notice to AGENCY in the manner specified in paragraph 7, below stating with particularity the alleged "cause". AGENCY shall then have a period of fifteen (15) business days from the receipt of such notice to cure to CLIENTS reasonable satisfaction, failing which CLIENT may elect to terminate this Agreement.

d. In addition to all other rights and remedies available to AGENCY pursuant to this Agreement or by law, AGENCY shall have the right to terminate this Agreement if CLIENT fails to pay any amount when due hereunder and such failure continues for ten (10) consecutive days after CLIENT'S receipt of written notice of nonpayment; provided, however, that the preceding notice and cure requirements imposed on AGENCY shall cease to apply, and AGENCY may terminate this Agreement without prior notice or cure period, in the event that CLIENT fails to pay any amount when due hereunder more than three (3) times in any twelve (12) month period.

3. RATES:

a. CLIENT shall pay to AGENCY the base rates set forth on the FCA for the services enumerated therein.

b. There shall be eight (8%) percent increase as to all billing rates for services provided effective on July 28th of each calendar year.

c. Billing rates are subject to applicable sales and use tax rates.

d. Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

e. Additional service requests requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates. All hours over forty hours worked by an employee, specifically requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates.

f. AGENCY shall invoice biweekly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.

g. In the event of any change in any law, regulation, ruling, or other such mandate, after the execution of this Agreement, by any authority having restriction over the subject matter, which alters the hours of service, rates of day, working conditions, or cost of performing the service herein provided for, CLIENT agrees that this Agreement shall be automatically subject to change to take into account such increased cost factors.

h. In the event that AGENCY becomes subject to any additional charges, taxes, fees, or costs relating directly or indirectly to the performance of security services, or on account of the location, character, nature or other aspect of CLIENT'S operations or locations, then such additional charges, taxes, fees, or costs, shall be considered "pass through" expenses and CLIENT shall be liable for its reasonably allocable share of same in addition to all other rates and charges stated herein, and said "pass through" expenses shall be paid by CLIENT as invoiced by AGENCY. If such "pass through" expenses can be computed on the basis of hours of services performed, then the Base Rates, Overtime Rates, and Holiday Rates otherwise stated shall be adjusted accordingly. CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

i. Should a condition arise which calls for a substantial increase in the number of security personnel normally used to service CLIENT, AGENCY shall have a reasonable time in which to provide such security personnel. In such event, or in the event of a strike, walk-out, slow-down or other labor dispute or difficulty, whether approved by a labor agreement or not, CLIENT and AGENCY agree to negotiate a change in the rates charged CLIENT during the pendency of such condition.

j. In the event AGENCY experiences an increase in its cost resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by AGENCY hereunder or by or in respect of AGENCY to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or worker's compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by AGENCY pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage

increase in AGENCY'S costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. AGENCY will provide CLIENT notice of such change in the Billing Rates. Notwithstanding anything contained in this paragraph to the contrary, AGENCY may pass through the costs set forth in sub-clauses (1) – (4) of this paragraph to Client as incurred or accrued and CLIENT shall pay AGENCY for such costs. "Healthcare Reform Legislation Costs" shall mean the cost incurred by AGENCY in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and related statutes and regulations (as amended hereafter, the "Act"). CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

4. LIABILITY AND CLAIMS; INSURANCE:

a. It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.

b. In no event shall AGENCY be liable to CLIENT for any claim other than one which arises during the performance of services under this Agreement and which is caused by the gross negligence or intentional misconduct of AGENCY, its employees or agents, and in no event shall AGENCY be liable for any claim caused, directly or indirectly, or in whole or in part, by the acts or omissions of CLIENT or third parties, or their respective employees or agents, or for consequential or incidental damages or loss of profits.

c. In the event of any claim for which AGENCY is liable, CLIENT agrees that AGENCY liability shall be limited to an amount not to exceed the maximum general liability policy limit required to be carried by AGENCY pursuant to paragraph 4(k) of this Agreement. The limitation of liability set forth in this paragraph 4(c) shall not apply to (i) liability resulting from AGENCY'S gross negligence or willful misconduct and (ii) death or serious bodily injury resulting from AGENCY'S acts or omissions.

d. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder confer any rights on any other party as third-party beneficiary, or otherwise.

e. Each party to this Agreement shall defend indemnify and hold harmless the other party, and its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its duties and obligations under this Agreement or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this Agreement.

f. CLIENT shall give written notice to AGENCY, by registered or certified mail, return receipt requested, of a claim or potential claim arising out of or relating to this Agreement, or the services provided by AGENCY hereunder, within thirty (30) days following the date on which CLIENT knew or should have known of the existence of such claim or potential claim. Such notice shall contain sufficient information as to the time, place, date, nature and extent of the incident giving rise to such claim or potential claim as will enable AGENCY to be properly advised and make a reasonable assessment thereof. Such written notice shall be addressed to the president of AGENCY at the address of AGENCY prescribed in paragraph 7 below.

g. CLIENT shall provide reasonable cooperation to AGENCY and to such insurer(s) as AGENCY may designate in order that the claim or potential claim may be fully investigated and evaluated by such insurer(s) CLIENT acknowledges that any failure to provide such cooperation may result in the denial of its claim.

h. No actions, suits, or proceedings to recover any claim arising out of or relating to this Agreement or the services provided by AGENCY shall or may be brought against AGENCY by CLIENT or by any person or party deriving rights or claiming through CLIENT unless written notice of such claim was given to AGENCY in the manner and form set forth in this paragraph 4.

i. Subject only to the second sentence of this paragraph 4(i), the undersigned parties hereby agree to perform their respective duties and obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by the other party whether under this Agreement, applicable law or otherwise and whether relating to the other party's breach or otherwise. The foregoing waiver shall not apply to money damages awarded to a party in a final, non-appealable judgment entered against the other party.

j. IF CLIENT agrees security personnel to operate any vehicle during the course or their duties, other than personal vehicle belonging to security personnel or one supplied by AGENCY, CLIENT agrees to indemnify and defend AGENCY against any claims, loses or other expenses that may arise from the use of said vehicle.

k. AGENCY shall, at its own expense, maintain and carry commercial general liability insurance, workers compensation liability insurance and automobile liability insurance in full force and effect in a sum of no less than One Million Dollars ($1,000,000) per occurrence with a financially sound and reputable insurer. Upon CLIENT'S request, AGENCY shall provide CLIENT with a certificate of insurance from AGENCY'S insurer evidencing the insurance coverage specified in this paragraph 4(k). The certificate of insurance shall name CLIENT as an additional insured. AGENCY shall provide CLIENT with 15 days' advance written notice in the event of a cancellation or material change in AGENCY'S insurance policy.

5. HAZARDOUS OR DEFECTIVE CONDITIONS/ MATERIALS:

a. CLIENT agrees to comply with all safety or health-related laws, or government requirements, including but not limited to, all OSHA requirements, including Hazard Communication Standards, and will indemnify and hold AGENCY harmless from all claims and liabilities, including injuries to AGENCY personnel, including employees or agents, arising out of a condition existing at CLIENT'S premises, or CLIENT'S violation of any such laws or requirements.

b. CLIENT further agrees to: (i) make available to AGENCY the Material Safety Data Sheet (MSDS) for each hazardous chemical to which AGENCY personnel may be exposed at CLIENT'S premises: and (ii) inform AGENCY of: (a) precautionary measure that need to be taken to protect AGENCY personnel, and (b) CLIENT'S hazardous material labeling system.

6. PROHIBITION AGAINST SOLICITATION AND/OR EMPLOYMENT OF REGIONS' PERSONNEL: It is hereby acknowledged and agreed by the parties that AGENCY is not an employment agency, and that AGENCY has made a substantial investment in its employees. Therefore CLIENT covenants and agrees that (i) during the term, or any extension, of this Agreement, and for a period of one (1) year after its expiration or termination, CLIENT shall not, under any circumstances whatsoever, directly or indirectly through an affiliate, contractor (including, but not limited to, other security firms or agencies) or other agent, solicit for employment or hiring, or employ or engage as an independent contractor, any current or former employee of AGENCY or AGENCY'S successor or assign, (ii) the damages resulting from CLIENT'S breach of the foregoing covenant will not be readily ascertainable and (iii) in the event CLIENT shall violate, or cause or permit the violation of, the restriction and prohibition in clause (i) above, it is expressly agreed that liquidated damages in the amount of $8,000 for each such AGENCY employee or former employee shall be due and payable to AGENCY on account of its investment in the recruitment, testing, training and supervision of such employees. Notwithstanding the foregoing, in the event that AGENCY shall employ any of CLIENT'S personnel, such personnel will be exempt from this provision.

7. NOTICES:

a. Except as otherwise provided in paragraph 4 of this Agreement, all notices, request, demands and other communications required or contemplated herein shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the receiving party to the attention of its president at the address set forth in the preface to this Agreement (if to AGENCY) or the first page of the FCA (if to CLIENT), or to the following fax numbers or e-mail addresses (or at such other address, fax number or e-mail address for a party as shall be specified in a notice given in accordance with this paragraph 7(a)):

AGENCY	CLIENT
Fax: (305) 517-1267	Fax: _____
E-mail: crivero@RegionsSecurity.us	E-mail: _____

b. CLIENT shall give written notice to AGENCY not less than thirty (30) days prior to the intended sale or disposition, in any manner, of the CLIENT, its business, or of the facility or property which is the subject of this Agreement. In the event of any action or other litigation or proceeding which may have the effect of impacting adversely upon the CLIENT or its business including but not limited to, a foreclosure action, receivership or bankruptcy proceeding, CLIENT shall give notice to AGENCY immediately upon the occurrence or upon CLIENT first becoming aware of such occurrence.

8. ATTORNEYS FEES: In the event it shall become necessary for AGENCY to refer any amounts due from CLIENT to an attorney for collection, or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other all costs of collection and/or enforcement, including reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at all levels, including appeal.

9. BINDING EFFECT:

a. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns.

b. In the event of any sale or other disposition of the CLIENT or of the premises or property which is the subject of this Agreement, then in that event, the transferee shall be and shall remain responsible for any obligations or CLIENT outstanding as of the date of transfer, and for all terms and provisions of this Agreement.

10. RECORDING: At the option of AGENCY, this Agreement may be recorded in the county in which the real estate being protected is situated, and shall thereupon effect a lien upon the said real estate in favor of AGENCY to the extent of any obligations owed under this Agreement, whether then owed or subsequently accruing, including but not limited to, interest, late charges, reasonable attorneys' fees, and costs of suit.

11. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the Invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect, and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

12. **MATERIALITY:** All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement.

13. **ENTIRE AGREEMENT:** This written Agreement, together with the FCA, contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.

14. **MODIFICATION:**

    a. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.

    b. AGENCY sales personnel are not authorized to sign, change, or amend this Agreement neither this Agreement, nor any modification thereto, shall become binding upon AGENCY until executed by an authorized manager or corporate officer of AGENCY.

15. **GOVERNING LAW:** This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

16. **VENUE:** Any legal action arising out of, in connection with, or by reason of this Agreement, or instituted to enforce this Agreement, must be instituted in a court of competent jurisdiction sitting within the geographical boundaries of Miami-Dade County, Florida, to the jurisdiction of which the parties hereby consent.

17. **FORCE MAJEURE:** Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.

18. **HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date and year above written.

Agreed To and Accepted By

AGENCY Representative Name: _____ Title: _____

AGENCY Representative Signature: _____ Date: _____

Agreed To and Accepted By

CLIENT Representative Name: _____ Title: _____

REGIONS SECURITY

"Ensuring A Safer Tomorrow"



Walnut Creek CDD

Pembroke Pines

Virtual Guard Services

Confidential Proposal
June 28, 2022

Regions Security Services
1100 NW 72nd Ave
Miami, FL 33126
(305) 517-1266
www.RegionsSecurity.us
technology@RegionsSecurity.us

About Us



Regions Security' mission is to optimize the protection of our clients' assets by developing and implementing a strategic plan. We strive to be the most dynamic and resourceful security provider for all our clients. As one of the tops fastest growing companies in South Florida, Regions Security continues to expand rapidly in all major vertical markets. Our business extends throughout the tri-county area with contracts from north of Jupiter in Palm Beach County to south of Homestead in Miami-Dade County. Regions Security offers cutting edge technology, highly trained security professionals and best in class customer service and support. We meet your needs, your budget and help you and your organization accomplish your security goals.

Regions Security has earned the confidence of our valued customers providing professional assistance with all our access control and video surveillance installations. Our company's corporate offices and customer support center are in Miami, Florida adjacent to Miami International Airport. Our facilities support our networking and systems engineering department, as well as our help desk and technical services. We maintain a customer support department providing 24/7 help desk support. We only carry professional grade equipment and security software. Each of our support representatives have completed comprehensive training on all our products and have extensive knowledge on product application and equipment troubleshooting. Regions can help you understand your technology security risks by offering a complementary Security Risk Assessment of your company's operation, office and exterior areas including parking lots and building entrances. We will help you determine the best Access Control and Surveillance Systems for your facility to guarantee the highest level of uninterrupted operation. Regions works with you to design a customized solution that addresses the evolving security needs of your organization in the most effective way possible.



Digital video surveillance helps deter crime, theft, vandalism, and employee theft. Security cameras and digital video recording may reduce fraudulent liability claims with clearly documented incidents. Video surveillance may also improve employee productivity and business efficiencies. Access Control systems help protect valuable assets and sensitive areas by restricting and managing all entry points. These systems help increase employee safety and eliminate costly re-keying and lock changes. Experienced installation servicemen guarantee your system will be trouble-free. Each system includes a full 100% one-year warranty on parts and labor. Our technicians are available 24 hours a day, seven days a week. We are focused on customer satisfaction which is an integral part of our past success and the cornerstone of our future growth. Our goal is 100% customer satisfaction.



Regions Security is a Veteran-Owned Small Business and a specialized provider of security and ancillary services. Regions Security was born out of the desire and need to address unresponsive and substandard services, red-tape and service delays often offered by other companies. Regions Security was formed in 2010 by its President & CEO Carlos Rivero, Jr. after serving in the U.S. Army and managing numerous security companies. Mr. Rivero is a recognized service-disabled veteran who served in the Operation Enduring Freedom military initiative in 2001-2002.

PLATEtrak Intelligent Video Management Software

Regions Video Management Software (VMS) is an advanced application, flexible and customizable IP Video Management platform to create tailored networked video solutions. Compatible with all mayor video cameras and operating systems (Windows, Linux & MACos).

Simplicity Intuitive implementation is one of the most important elements to ensure our users navigate through the software with ease. Whether it is software installation, server configuration, recording setup, layout creation, or sharing of your system with PLATEtrak Sync, everything is designed with simplicity in mind.

Reliability You cannot afford to lose any video from an incident and that is why you need a reliable security surveillance solution. PLATEtrak is loaded with features to help your system capture and record every moment with minimum downtime. Multi-server redundant fail-over option can be is built into the software to be used and can be activated with only a few clicks.

Remote PLATEtrak Sync allows you to share your system without having to know any in-depth knowledge of the network. With PLATETRAK TRAK Sync you can easily remote access or share the system. PLATETRAK Mobile app lets you view live video and playback recordings from your smart devices. Supports both iOS and Android.



Virtual Guard Equipment & Services



Regions Virtual Guard Center success is achieved with a trained professional staff that delivers excellent service. Our Virtual Guard Center operates 24x7x365 using High-Definition video cameras and smart software analytics. We establish rules for possible scenarios with your input. The evolution of Security Technology with superior resolution and smart software, has made this option more affordable. With Virtual Guard Monitoring Services, we can secure your buildings, communities, open lots, construction sites or many other applications. We sell, install, service and maintain your entire security system and match the best guards to your business needs. Our Virtual Guard Kiosk includes a two-way Intercom, a proprietary Driver's License reader and all the technology to document visitor's information and vehicle data.



Your Virtual Guard & System will manage your Guardhouse by performing:

- Greeting and attending Visitor's request for access.
- Proprietary Kiosk System interfaces with web-application and automatically captures data from Visitor's Vehicle; Driver's License and QR Reader:
  License Plate Number, Vehicle Class, Make and Color.
  Driver's License Number, Full name, Address, Birth Date, Sex, Height, etc.
  Smart Phone QR: Upon Code Confirmation the Visitor is Allowed Access.
- Visual confirmation to make sure all automatically collected data matches.
- Contact resident to deny or grant visitor access to the community.
- Use all selected cameras and video analytics with programmed video rules to alert guard to manage any established rule violation.
- Upon any confirmed threat, contact management and local law enforcement as defined by community guard protocol and procedures.
- Your Virtual Guard can use optional powerful loud horns to confront trespasser by talking or playing prerecorded messages like police sirens.



Vehicle Data Capture & Decoding (Tag - Color - Make - Class)



Residential communities and commercial buildings can now improve surveillance services and lower guard costs. With new technology that captures and retrieves data in real-time for vehicles entering any facility, even at high speeds. The system will decode each license plate, provide class, make, and color for vehicles. All captured data, images and even a short video, are automatically saved in your video server to allow for smart playback. The information can be stored for several months and can be searched by vehicle tag number, class, make and color. Once the target vehicle is found, the image can be retrieved as well as the video recorded when the vehicle entered the facility. Providing this information to the proper authorities, can deliver results that are hard to attain otherwise without this vehicle intelligent software. Regions does not guarantee that all license plates will be readable by the system especially, if they are blocked in some way, missing or damaged. Consumer acknowledges that license plates which are "unreadable" is due to no fault of the system. Consumer should have a back-up system in place for those occasions when a plate cannot be read accurately.

Visitor LPR	ATME53	Blue Volkswagen Sedan	Entering	Mar 21 7:37:29 pm

Images


NOTICE
STOP HERE
NOTICE
These premises are protected by Regions Security
Powered by
REGIONS SECURITY
1-877-505-7774
www.RegionsSecurity.us


WELCOME VISITORS
VIRTUAL GUARD ON DUTY
PLEASE HAVE ID READY
INSERT FACE TO LEFT
PRESS INTERCOM
BUTTON TO REACH
VIRTUAL GUARD


3200
NW 103 AVE
STOP HERE

Images





Video Management Hardware

We enable a smarter and safer world by creating network solutions to improve security and to find new ways of doing business. The world is changing fast, and we make sure we stay ahead of those changes. While security is still our focus, we are gradually expanding into related markets using new network-based products and solutions. Our experience working with network video and audio solutions, analytics and access control contributes to the protection of people and property, process optimization, and increases business efficiency and information access.



Hikvision video surveillance products are based on cutting edge technologies that are unique in the security industry. Based on optical and image processing technologies accumulated over 30 years, Hikvision has solidified its leadership position in the field of security solutions by developing and manufacturing cutting-edge security systems, including the world's best performing security cameras, video recorders, and network control systems



Gigabit PoE+ Switch featuring PLANET intelligent PoE functions to improve the availability of critical business applications. It provides IPv6/IPv4 dual stack management and built-in L2/L4 Gigabit switching engine along with 10/100/1000BASE-T ports. Managed PoE switch for surveillance and wireless networks.



Professional Surveillance System

Description	QTY

Dell Dedicated Video Management Server **1**



Intel i5 6-core Processor, 16GB RAM with Windows 10 Professional, Solid State 256GB DRIVE, OSTB 6TB Data Storage, DVD Video Recordable, Nvidia HD Graphics board to manage License Plate capture and decoding, Driver's License scanning and processing.

Wave Intelligent Video Management System (Per Camera License) **6**

Wave is an advanced, flexibility and customizable IP Video Management platform to create tailored networked video solutions. Deploy any type of project with any video camera. H.265 H.264 support.

Trendnet 16 Port PoE Gigabit Managed Web Smart **1**



24x Gigabit PoE+ ports; 4x Shared Gigabit ports (RJ-45 or SFP); 185W PoE power budget; Easy-to-use web-based management interface; Supports IPv6, LACP, VLAN, QoS, and IGMP Snooping, Bandwidth control per port; 40Gbps switching capacity.

AXIS License Plate Recognition (ALPR) Bullet Camera **1**

Aluminum 4x4" 10 Foot White Pole to Mount License Plate Cameras **1**



AXIS License Plate Camera delivers clear and sharp license plate images from vehicles moving at speeds of up to 81 mph, day and night. Sharp license plates in HDTV 2MP Optimized IR range up to 164 ft, 8x optical zoom. Designed for third-party software.

Remote Axis Network Door Controller **1**





AXIS Network 6 I/Os with supervised inputs and configurable levels, 1 form C relay 12VDC 24VDC output and Input, PoE input, Based on Axis open platforms. The module reacts on inputs, such as signals from detectors or switches, to trigger actions

Regions Security Initials _____ **Customer Initials** _____

Professional Services

Equipment Installation Services



Installation of new server, switches, cameras, cabinets, brackets, and housings. Includes all cables, cabling, materials, labor, cable terminations and certifications. Does not Includes any electrical work, city permits, engineering plans, processing costs or fees.

Engineering and Programming Services



Regions will deploy a local and remote secured network infrastructure to manage all installed equipment in this proposal. We will program each device as required and for optimum performance. This includes setting camera angle view, resolution, video quality for peak bandwidth usage.

Project Summary

Virtual Guard Equipment & Deployment - TOTAL $ 11,712.00
(Plus, Applicable Taxes)

Payment Terms



Payment 1: 50% Deposit with Contract.
Payment 2: 50% Balance with Project Completion.
Delivery: 2-3 Weeks from Contract Date

Regions Kiosk Monthly Rental



VISITRAK Virtual Guard Kiosk is a proprietary technology and therefore, leased not sold. The Kiosk will always remain the property of Regions for the duration of agreed period of service and beyond. Upon service termination, Regions will be allowed remove Kiosk. Regions Virtual Guard Services require Regions Monthly Support program listed below. Both services are billed monthly. **Monthly Kiosk Lease/ Rental $ 673.00**

Regions Monthly Support



Regions Security will provide technical and engineering support after initial installation to maintain the system fully operational. Included are remote application assistance and on-site visits to restore equipment and applications installed by, under warranty or with an active service agreement provided by Regions Security. Regular service hours are Monday – Friday 8:00 AM to 6:00 PM. Services provided during weekends and holidays are bill at an additional $60 per hour. **Monthly System Support $ 447.00**

Regions Equipment Warranty



Regions Security will repair or replace any equipment sold and installed for a period of One Year. Equipment Warranty excludes accidents, vandalism, theft, water, lightning, fire damage, intrusion, abuse, misuse, any casualty, unauthorized repair service, modification, or any other cause beyond the control of Regions Security, including interruption of electrical power or internet service. Regular service hours are Monday – Friday 8:00 AM and 6:00 PM. Services provided during weekends and holidays are bill at an additional $60 per hour.

Regions Security Initials _____ **Customer Initials** _____

Day / Night Full 8MP Color Camera - Optional

Description	QTY
Axis IP Based Remote Operated Loud Horn	**1**



AXIS Network based Horn Speaker is perfect for outdoor environments in most climates. It allows users to remotely warn off intruders before they commit a crime. The horn is a standalone unit that can be almost placed anywhere, a true cost-effective system design.

Network Horn Speaker - TOTAL $ 1,320.00

Note: Includes Installation Services. **(Plus, Applicable Taxes)**
Monthly Support $30.00 Per Horn

ACCEPT: Regions Security Initials _____ Customer Initials _____

QUANTITY _____

Day / Night Full 8MP Color Camera - Optional

Description	QTY
Hikvision IP 8MP Indoor/Outdoor WDR Bullet Camera -Night Camera	**1**
Indoor/Outdoor Mounting Bracket	**1**



8 Megapixel, 24/7 Full Time Color, 2.8mm, 4mm, 6mm Fixed Lens, H.265+, H.264+, 120dB WDR, 0.0014 Lux @ (ƒ/1.0, AGC On), 0 Lux with Light, 12VDC, PoE (802.3af), MicroSD/ SDHC/ SDXC Slot 128GB, IP67, BLC/3D DNR/ HLC.

Day / Night 8MP Color Camera - TOTAL $ 760.00

Includes Installation Services (New Wiring Quoted Separately) **(Plus, Applicable Taxes)**
Monthly Support $6.00 Per Existing cameras Camera

ACCEPT: Regions Security Initials _____ Customer Initials _____

QUANTITY _____

Suggested Equipment Locations

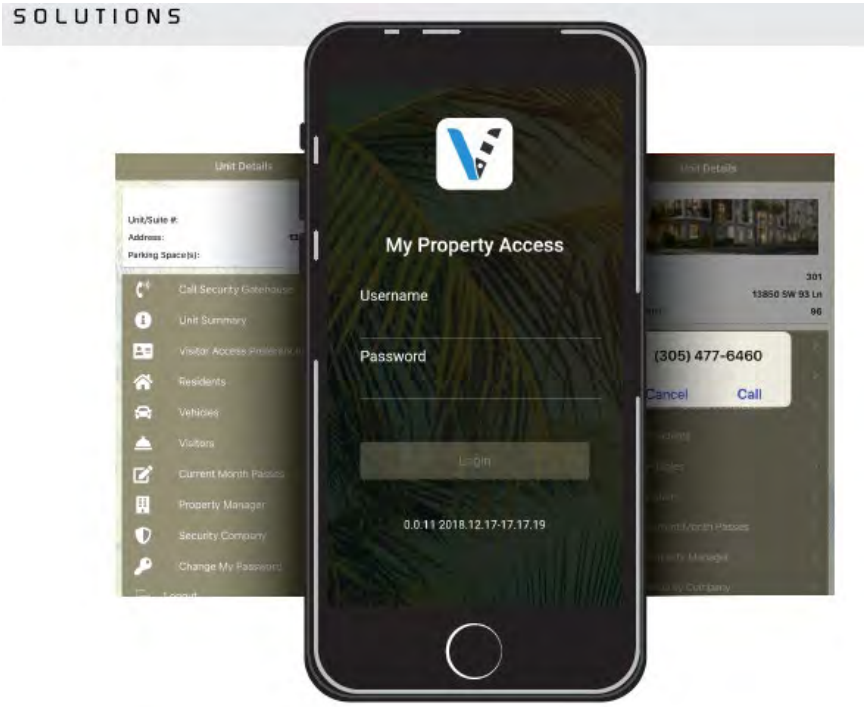


Resident / Visitor Management Application

My Property Access (MPA) is a user-friendly and easy to use application that may integrate with your existing access control system. Through the Property Manager's portal, managers will be able to update/validate resident information and activate or deactivate transponders (optional) at any time and from wherever they are.

MPA is always at your residents' fingertips with the residents iPhone and Android app. Residents will be able to update their contact information, vehicle information, and pre-register visitors needing access to the property. Pre-registered visitors can receive a QR Visitor Invitation by text message or email to streamline access times and expedite community visitor's registration. Must have an existing account with SOS.

SOS Access Control System Integration - TOTAL $ 195.00 Monthly
(Plus, Applicable Taxes)





-***Fast Access registration*** of Community general service providers

-***Easy Guest Registration*** Collecting all the required data from the driver and Vehicle

-***Fast Permanent Visitor registration*** using the permanent visitors Realtime list

-***Residents info validation and processing*** with new or rental vehicles

-***Fast QR Guest Invitation processing*** +Scan and Processing



1 Identify Visitor and Visited unit

2 Scan Driver's License To collect the required driver's info

3 Process Driver as Guest, Permanent Visitor, Resident, Vendor or Contractor

4 Register Vehicle Make using the permanent visitors Realtime list

5 Register Vehicle Color using the permanent visitors Realtime list

6 Request or Grant Access

Regions Security Initials _____ Customer Initials _____

Virtual Guard Services

Description	Quantity	Bill Rate
Regions will provide an efficient and reliable gated entrance monitoring service that is staffed 9 hours a day, 365 days a year, using trained operators responsible for using commercially reasonable efforts in greeting and screening guests; contacting residents if needed; granting or denying access; maintaining traffic flow; identifying and reporting gate malfunctions and incidents. Schedule: Monday-Sunday 10:00 PM-7:00 AM	**Monthly**	**$ 2,129.78**
	Annually	**$ 25,557.36**

Terms & Conditions

- Client will be responsible for all required electricity and internet lines with minimum of 100 Mbps upload speed for most systems to operate. This may require multiple primary and backup lines throughout the property. Regions' team will work with internet providers to assist Client, as necessary.
- Client will be responsible for providing adequate power at all head-end locations.
- Minimum 24-month agreement is required for Virtual Guard Service. This agreement may not be terminated during the initial term.
- VisiTrak is a proprietary technology for lease use only. The Kiosk will remain the property of Regions Security during the agreed service period and will be removed upon termination. Access to the Kiosk equipment and application is only allowed to authorized Regions Security personnel.
- If purchasing or subscribed to a Virtual Gate Guard or Access Control System, Client will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- Once the system is activated and on-line, Regions will conduct a "soft opening" giving residents 15 days to get acclimated (guests will be asked where they are going but no guest will be denied entry).
- After the soft opening period expires, all guests will be verified before being granted entry into the property.
- Client acknowledges and agrees that Regions is not providing twenty-four (24) hour monitoring for the Client's Premises.
- Billing rates are subject to applicable sales and use tax rates.
- Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- AGENCY shall invoice monthly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.
- It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- In no event shall AGENCY be liable to Client for any claim other than one which arises during the performance of services under this Agreement and which is caused by the negligence of AGENCY its employees or agents while acting within the scope of their duties and authority, in no event shall AGENCY be liable for any claim caused in whole or in part by the acts or omissions of Client or third parties or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- In the event of any claim for which AGENCY is liable, Client agrees that AGENCY liability shall be limited to a maximum amount, not to exceed the lesser of (i) the amount invoiced to and paid by Client for services rendered within the 12-month period immediately preceding the date of the occurrence giving rise to the claim, or (ii) $1,000,000.00.
- Client shall immediately notify Regions of any malfunctions of the communication link or power outages for lines used by the Security System.
- Client agrees that in no event shall there be any right of offset or setoff, and that it shall not be entitled to retain any sums due to AGENCY against any claims or potential claims against AGENCY.
- Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when communication method (cellular, public or private radio systems), cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Regions and Regions shall have no responsibility for the failure of any of such transmissions.
- Regions assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Regions, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Regions of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Regions for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System.
- I, as the authorized Client representative, have read this agreement and understand what is being purchased and/or subscribed to. I agree that there are no verbal commitments, promises, etc., for additional products and/or services, and the only products and/or services being provided are listed on this agreement. I am aware that during the sales process, many products and/or services are discussed and only those listed in this agreement, are actually being purchased and/or subscribed to.

Agreed To and Accepted By:

Client Signature: _____ Date: _____

Client Name: _____ Client Title: _____

SMALL PROJECT AND SERVICES AGREEMENT
(Video Surveillance and Virtual Guard Systems)

THIS SMALL PROJECT AND SERVICES AGREEMENT (this "Agreement") is made and entered into this 21 day of July, 2022, by and between:

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

REGIONS SECURITY SERVICES, INC., a Florida corporation, whose principal and mailing address is 1100 NW 72nd Avenue, Miami, Florida 33126, (hereinafter "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, on June 21, 2022, the District Board of Supervisors at a public meeting, accepted Contractor's "Camera Security System Proposal" dated June 11, 2022 and "Virtual Guard Services Proposal" dated June 28, 2022 (collectively "Proposal") for the purchase, installation and ongoing maintenance of a virtual guard system for the main gate at the south entrance and a video surveillance system to be installed at two (2) specified sites located within the Walnut Creek residential community and which lie within the boundaries of the District, in accordance with and as more particularly described in the Proposal (the foregoing equipment and services, collectively, the "Project")(the Proposal is attached hereto and made a part hereof as Composite Exhibit A; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project;

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 to this Agreement (collectively, the "Parties" and individually, a "Party"), the Parties hereby 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 exhibit, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of Contractor are those as more particularly described in this Agreement and in the Proposal.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services, including electrical upgrades and improvements, necessary to complete the Project in accordance herewith and with the conditions and prices as stated herein and in the Proposal. Contractor acknowledges that no other capital expense is contemplated or necessary to complete this Project.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project and the performance of this Agreement in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and dispose of all current security camera systems of the District and also clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, park properties and facilities, District lands, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will 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 its own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. Contractor shall be fully responsible for developing, maintaining, and implementing any plans required by the City of Pembroke Pines (the "City") and Broward County, Florida (the "County") as part of the permitting process or in connection with Contractor's work, including but not limited to Maintenance of Traffic (MOT) Plans, **if any**. Further, if such plans or permits are required, the District shall be responsible for the expense associated with such plans or permits, at cost. Contractor is responsible for submitting and securing the approval of the MOT with the appropriate government entities or agencies. With respect to securing any applicable building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. The District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications.

J. Except as otherwise specifically provided herein, Contractor has recommended the products and equipment being purchased and installed pursuant to this Agreement, and Contractor certifies, guarantees, and warrants that the Project will be fully compliant and compatible with the existing systems, wiring, hardware and software of the District that constitute the security system facilities of the District.

SECTION 3. COMPENSATION; PAYMENT

A. In consideration for the equipment and services contemplated in the Proposal, the District agrees to compensate Contractor as follows:

(i) **TWENTY-FIVE THOUSAND SEVEN HUNDRED TWELVE AND 00/100 ($25,712.00) DOLLARS** to supply and install the video surveillance system more fully described in the Proposal and payable in two installments as follows:

a. 1st Installment: 30% deposit due and payable on the Effective Date (as defined in Section 5, below) upon delivery by Contractor to the District of an invoice therefor; and

b. 2nd Installment: remaining 70% due and payable on the Project Completion Date (as hereinafter defined) upon delivery by Contractor to the District of an invoice therefor. For purposes of this Agreement, the term "Project Completion Date" shall be the last to occur of the following: the date on which Contractor fully completes the Project; the date on which the Project passes final inspection by all applicable permitting agencies (if any); and the date on which the District, in its commercially reasonable discretion, accepts the Project as fully completed in accordance with this Agreement, as it may be modified from time-to-time in accordance with Sections 12 and/or 18 below.

(ii) **TWO HUNDRED SEVENTY-FOUR AND 00/100 ($274.00) DOLLARS** per month for the camera security system maintenance services more fully described on page 7 of the Proposal under the caption "Regions System Support" (collectively, the "Maintenance Services"). Invoices for Maintenance Services rendered shall be issued by Contractor to the District each month.. Invoices shall be paid within thirty (30) days of receipt by the District, unless properly disputed by the District under the Florida "Local Government Prompt Payment Act," Florida Statutes Section 218.70, et.seq. (the "Prompt Payment Act").

(iii) **ELEVEN THOUSAND SEVEN HUNDRED TWELVE AND 00/100 ($11,712.00) DOLLARS** to supply and install the virtual guard system more fully described in the Proposal and payable in two installments as follows:

a. 1st Installment: 50% deposit due and payable on the Effective Date (as defined in Section 5, below) upon delivery by Contractor to the District of an invoice therefor; and

b. 2nd Installment: remaining 50% due and payable on the Project Completion Date (as hereinafter defined) upon delivery by Contractor to the District of an invoice therefor. For purposes of this Agreement, the term "Project Completion Date" shall be the last to occur of the following: the date on which Contractor fully completes the Project; the date on which the Project passes final inspection by all applicable permitting agencies (if any); and the date on which the District, in its commercially reasonable discretion, accepts the Project as fully

completed in accordance with this Agreement, as it may be modified from time-to-time in accordance with Sections 12 and/or 18 below.

(iv) **SIX HUNDRED SEVENTY-THREE AND 00/100 ($673.00) DOLLARS** per month for the rental of the virtual guard kiosk described; **ONE HUNDRED NINETY-FIVE ($195.00) DOLLARS** per month for the resident and management application integration; **THIRTY AND 00/100 ($30.00) DOLLARS** per month for the maintenance and support of the Axis IP Based Remote Operated Loud Horn for and **FOUR HUNDRED FORTY-SEVEN AND 00/100 ($447.00) DOLLARS** per month for technical and support services to maintain the virtual guard system as fully operational, including remote assistance and on-site visit visits to restore equipment during regular services hours of 8 am to 6 pm, with after-hours, weekend and holiday services billed at the rate of **$60.00 per hour**. The maintenance and support services are more fully described on pages 8 and 9 of the Proposal under the captions "Regions Kiosk Monthly Rental", "Regions Monthly Support", "Axis IP Based Remote Operated Loud Horn" and "Resident / Visitor Management Application" (collectively, the "Maintenance Services"). Invoices for Maintenance Services rendered shall be issued by Contractor to the District each month., Invoices shall be paid within thirty (30) days of receipt by the District, unless properly disputed by the District under the Florida "Local Government Prompt Payment Act," Florida Statutes Section 218.70, et.seq. (the "Prompt Payment Act").

B. The District hereby represents and warrants to Contractor, and Contractor hereby acknowledges, that the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes and as such, is exempt from Florida sales tax liability.

C. Payment for any approved additional costs or extra work shall be made upon completion of such additional work, and upon the District's receipt and review of sufficient supporting documentation for such items. Invoices for such approved additional costs or extra work shall be generated by Contractor and delivered to the District, which invoices shall be due and payable within thirty (30) days of receipt by the District.. , unless properly disputed by the District under the Prompt Payment Act.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that 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. 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 Agreement shall be those of Contractor, which policies of Contractor shall not conflict with those of the District, or with other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. 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 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 premiums.

SECTION 5. TERM AND TIME OF PERFORMANCE.

A. Effective Date. This Agreement shall be effective (the "Effective Date") when fully executed and delivered by the Parties, each to the other.

B. Project Completion. The Project shall be completed, and the Proposal shall be performed, in an expeditious manner so as to limit the inconvenience to the District landowners, tenants, and their employees, and the general public, and in a manner that limits the downtime in which the camera facilities are inoperable. Contractor shall use commercially reasonable efforts to expeditiously secure the necessary permits for the Project (if any). The Project shall be completed by Contractor within thirty (30) days after the later of (i) the Effective Date or (ii) the date upon which Contractor receives in cleared Federal funds the 1st installment of compensation contemplated under Section 3(A)(i)(a) above.

C. Initial Term of Maintenance Service Agreement; Renewal. The initial term of the maintenance service agreement contemplated within the Proposal (the "Maintenance Agreement") shall commence on the day immediately following the Project Completion Date and continue for a period of two (2) years, unless earlier terminated in accordance with the provisions of Section 9, below. The Maintenance Agreement shall automatically renew for additional one (1) year terms unless earlier terminated in accordance with the provisions of Section 9 below.

SECTION 6. INDEMNIFICATION.

A. Indemnity by Contractor.

(i) Contractor shall indemnify, defend, and save harmless the 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, collectively the "Claims" (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 Contractor, its agents, servants or employees arising from this Agreement or its performance, but only to the extent that any Claims, and any related damage, arises out of any negligent (or more culpable) act or omission of Contractor which occurs while Contractor is physically present on the District's property. Contractor and the District hereby acknowledge, agree and covenant that Contractor has incorporated in the amounts due under the Proposal, which constitutes the contract sum payable by the District to Contractor, specific additional consideration in the amount of Ten Dollars ($10.00) sufficient to support Contractor's obligation of indemnification provided for in this paragraph. Contractor's duty to indemnify hereunder shall not exceed the limits of insurance required of Contractor under Section 11(a)(2), below. 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.

(ii) The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 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.

(iii) 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 7. [INTENTIONALLY LEFT BLANK.]

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that it shall become necessary for Contractor to refer any amounts due from the District to an attorney for collection, or in the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party, to the fullest 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 9. CANCELLATION; TERMINATION. This Agreement shall not be cancelled or terminated by either Party except as follows.

A. Sale and Installation of Professional Video Surveillance System. Either Party shall have the right to cancel this Agreement, for cause or for convenience, at any time prior to all required permits (if applicable) being issued by the proper governmental agency for the installation of the Project, provided however that written notice of cancellation is duly delivered by the cancelling Party to the other Party, in which case (i) cancellation shall be effective on the date notice is received by such other Party and (ii) in the event that the District shall be the cancelling Party, the District shall promptly pay Contractor for all out-of-pocket expenses which Contractor incurred in connection with preparation for, or the actual performance of, its duties and obligations under this Agreement.

B. Maintenance Agreement. Either Party may terminate the Maintenance Agreement embodied herein by delivery of thirty (30) days' prior written notice to the other Party in accordance with Section 14 below after the Initial Term in accordance with Section 5(c) above.

SECTION 10. LIMITED WARRANTY.

Contractor hereby warrants its work under this Agreement against defects in materials or workmanship for a period of one (1) year from the Project Completion Date. Any such defects identified within this time period shall be corrected by Contractor at Contractor's expense within ten (10) days of Contractor's receipt of written notice thereof from the District, delivered in accordance with Section 14 below, and describing with particularity the alleged defect identified.

Copies of all documentation in Contractor's possession related to any manufacturers' warranty or warranties associated with the Project shall be forwarded by Contractor to the District within ten (10) days after the District's written request therefor delivered in accordance with Section 14 below.

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars ($100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:
$2,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to the District copies of its required insurance coverages, specifically providing that the Walnut Creek Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least ten (10) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. The District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. The District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to the District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal

refused until at least thirty (30) calendar days written notice has been given to the District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. CHANGES IN THE WORK.

A. The District, without invalidating this Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the compensation payable by the District to Contractor hereunder being equitably adjusted accordingly. All such work shall be executed under the conditions of the original Agreement.

B. All change orders and adjustments to the work shall be made by the District in writing and delivered to Contractor in accordance with Section 14 below. Any such change or adjustment must be approved in advance, prior to work commencing, by the District, otherwise, Contractor will not be allowed any claim for extra compensation.

C. Any claim by Contractor for extension of time necessitated by a particular change order or adjustment shall be promptly made (but in no event later than ten (10) days after such change or adjustment is ordered) in writing and delivered to the District in accordance with Section 14 below.

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

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City's permitting/approval of the Project, by the act or omission of any other party other than Contractor, its agents, employees or subcontractors, or delay caused by Force Majeure (as generally described in Section 24, below) or unavailability of materials, then 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 submit a request for an extension of time to complete the work hereunder 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 District.

SECTION 14. 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 sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

District:	Walnut Creek Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
With a copy to:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301 Attn: Dennis E. Lyles, Esq.
Contractor:	Regions Security Services, Inc. 1100 NW 72 Avenue Miami, Florida 33126 Attn: President

SECTION 15. 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 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 Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTRACTOR 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

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against Contractor.

SECTION 17. ENTIRE AGREEMENT. This Agreement (including but not limited Composite Exhibit A hereof), as it may be amended from time-to-time in accordance with Sections 12 and/or 18 hereof, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT. Subject Section 12, above, 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. This Agreement is not assignable by the District except upon the prior written consent of Contractor, which shall not be unreasonably withheld. Contractor has the right to assign this Agreement upon notice to the District.

SECTION 20. BONDING. If required, the District has waived the requirement for payment and performance bond. Section 255.05, Florida Statutes.

SECTION 21. 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 22. CONFLICTS. In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Composite Exhibit A (Proposal), then the terms and conditions of this Agreement shall control. Notwithstanding the above, any conflicting terms, conditions or provisions in these Agreement documents with respect to any referenced warranties shall be resolved in favor of the longer warranty to the benefit of the District.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

SECTION 24. E-VERIFY. Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this Section.

SECTION 24. FORCE MAJEURE. Non-performance of any duty or undertaking under this Agreement shall be excused if directly or indirectly caused by or resulting from any Act of God, force of nature, pandemic, epidemic, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose nonperformance has occurred.

SECTION 25. LIMITATIONS ON CONTRACTOR LIABILITY. THE DISTRICT HEREBY ACKNOWLEDGES AND AGREES THAT CONTRACTOR'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, BURGLARIES, ROBBERIES, ASSAULTS, FIRES, VANDALISM AND PROPERTY DAMAGE. OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE IN SECTION 10, CONTRACTOR MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. CONTRACTOR DOES NOT UNDERTAKE ANY RISK THAT THE DISTRICT, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. ACCORDINGLY, THE DISTRICT ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF SUCH RISK REMAINS WITH THE DISTRICT OR SUCH OTHER PERSON, AND NOT WITH CONTRACTOR.

SECTION 26. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

SECTION 27. SEVERABILITY. If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect, and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the day and year first written above, but effective on the Effective Date.

ATTEST:

Name: Gloria Perez
Secretary/Assistant Secretary

WALNUT CREEKCOMMUNITY DEVELOPMENT DISTRICT

Name: Betty A. Ross
Chair/Vice-Chair Betty Ross

21 day of July, 2022

WITNESSES:

Print name:

Print name:

REGIONS SECURITY SERVICES, INC.
a Florida corporation

By: Carlos Rivero Jr.

Name: Carlos Rivero, Jr.

Title: President and C.E.O.

21st day of July, 2022

COMPOSITE EXHIBIT A

Proposal

[Attached hereto and made a part hereof.]

REGIONS SECURITY

"Ensuring A Safer Tomorrow"

Walnut Creek

Pembroke Pines, Florida

Camera Security System

Confidential Proposal
June 11, 2022

Regions Security Services
1100 NW 72nd Ave
Miami, FL 33126
(305) 517-1266
www.RegionsSecurity.us
technology@RegionsSecurity.us

About Us



Regions Security' mission is to optimize the protection of our clients' assets by developing and implementing a strategic plan. We strive to be the most dynamic and resourceful security provider for all our clients. As one of the top fastest growing companies in South Florida, Regions Security continues to expand rapidly in all major vertical markets. Our business extends throughout the tri-county area with contracts from north of Jupiter in Palm Beach County to south of Homestead in Miami-Dade County. Regions Security offers cutting edge technology, highly trained security professionals and best in class customer service and support. We meet your needs, your budget and help you and your organization accomplish your security goals.

Regions Security has earned the confidence of our valued customers providing professional assistance with all our access control and video surveillance installations. Our company's corporate offices and customer support center are in Miami, Florida adjacent to Miami International Airport. Our facilities support our networking and systems engineering department, as well as our help desk and technical services. We maintain a customer support department providing 24/7 help desk support. We only carry professional grade equipment and security software. Each of our support representatives have completed comprehensive training on all our products and have extensive knowledge on product application and equipment troubleshooting. Regions can help you understand your technology security risks by offering a complementary Security Risk Assessment of your company's operation, office and exterior areas including parking lots and building entrances. We'll help you determine the best Access Control and Surveillance Systems for your facility to guarantee the highest level of uninterrupted operation. Regions works with you to design a customized solution that addresses the evolving security needs of your organization in the most effective way possible.



Digital video surveillance helps deter crime, theft, vandalism, and employee theft. Security cameras and digital video recording may reduce fraudulent liability claims with clearly documented incidents. Video surveillance may also improve employee productivity and business efficiencies. Access Control systems help protect valuable assets and sensitive areas by restricting and managing all entry points. These systems help increase employee safety and eliminate costly re-keying and lock changes. Experienced installation servicemen guarantee your system will be trouble-free. Each system includes a full 100% one-year warranty on parts and labor. Our technicians are available 24 hours a day, seven days a week. We are focused on customer satisfaction which is an integral part of our past success and the cornerstone of our future growth. Our goal is 100% customer satisfaction.



Regions Security is a Veteran-Owned Small Business and a specialized provider of security and ancillary services. Regions Security was born out of the desire and need to address unresponsive and substandard services, red-tape and service delays often offered by other companies.

Regions Security was formed in 2010 by its President & CEO Carlos Rivero, Jr. after serving in the U.S. Army and managing numerous security companies. Mr. Rivero is a highly recognized service-disabled veteran who served in the Operation Enduring Freedom military initiative in 2001-2002.

Hanwha Advanced Video Surveillance





Hanwha Techwin America (formerly Samsung Security) is a precision technology company that has demonstrated stable growth for over 42 years, and is part of the Hanwha Group, a Fortune 500 company and one of the largest conglomerates in South Korea. The Hanwha Group has accumulated manufacturing expertise over 60 years of operation, gaining in-depth market knowledge and experience in producing the highest quality, precision products that serve the aerospace, defense, energy and security industries. As a leading manufacturer in the security industry, Hanwha offers video surveillance products including analog and IP cameras, storage devices and software founded on world-class optical design, image processing technologies and intelligent video analytics H.265 support.

WAVE Intelligent Video Management Software

Hanwha's Wave Video Management Software (VMS) is an advanced, flexibility and customizable IP Video Management platform to create tailored networked video solutions. Compatible with all mayor video cameras and operating systems (Windows, Linux).

Simplicity Intuitive implementation is one of the most important elements to ensure our users navigate through the software with ease. Whether it is software installation, server configuration, recording setup, layout creation, or sharing of your system with WAVE Sync, everything is designed with simplicity in mind.

Reliability You cannot afford to lose any video from an incident and that is why you need a reliable security surveillance solution. WAVE is loaded with features to help your system capture and record every moment with minimum downtime. Multi-server redundant fail-over option can be is built into the software to be used and can be activated with only a few clicks.

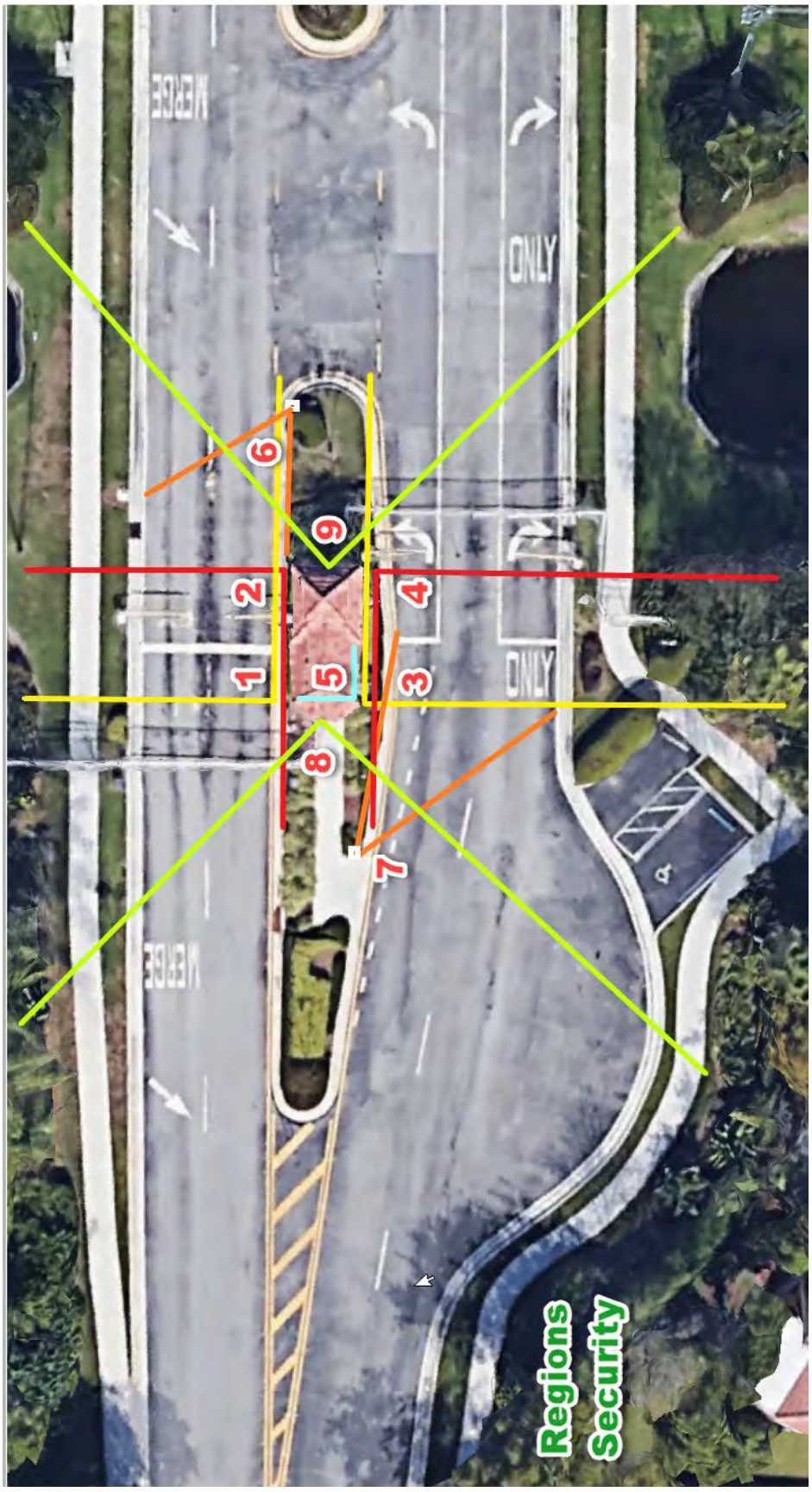
Remote WAVE Sync allows you to share your system without having to know any in-depth knowledge of the network. With WAVE Sync you can easily remote access or share the system. WAVE Mobile app lets you view live video and playback recordings from your smart devices. Supports both iOS and Android.



Front Gate Suggested Camera Locations



Back Gate Suggested Camera Locations



Video Professional Security Camera System

Description	QTY

Hanwha 16 Channel Network Video Recorder (NVR) 6TB Storage (Each) **2**
LG 65” 4K Camera Display Monitor with Wall Mount **1**



16CH Advanced Network Video Recorder, Up to 8-megapixel cameras supported, Max. 180Mbps network camera recording, 4K video out on HDMI monitor support, Dual monitor video output, H.265, H.264 compression, WiseStream support, internal 2 HDDs up-to 12TB, e-SATA storage, Failover (N+1), P2P service, QR code.

Hanwha Wave Intelligent Video Management System (Standard Imbedded License) **20**

Wave is an advanced, flexibility and customizable IP Video Management platform to create tailored networked video solutions. Deploy any type of project any video camera. H.265 H.264, Server Health Monitoring, View, edit, and export offline videos and images, fully customizable application.

Planet 16 Port PoE Gigabit Switch **2**



Planet Ethernet/Fiber managed switch 16 100/1000TX + Shared Gigabit TP/SFP, 802.3at/af, PoE Budget 180W, Switching Fabric, Operating Temperature 0/ to 50°C.
Locations: Guardhouse (2)

Hanwha Wisenet IP 4MP Indoor/Outdoor WDR Bullet Camera **12**
Indoor/Outdoor Mounting Bracket **12**



4MP resolution, 30fps(H.265/H.264), 0.1Lux, 2.8mm lens 98.3° HFoV, IR 65ft, Day & Night (ICR), WDR (120dB), H.265, H.264, Multiple streaming, Defocus, Directional & Motion detection, Enter/ Exit, Tampering, Hallway view (90^0/270^0), LDC, Micro SD/SDHC/SDXC memory slot, IP66, IK10.
Camera Locations: Perimeter Cameras - Front (6), Back (6)

Hanwha Wisenet IP 4MP Outdoor WDR Bullet Camera with Motorized Lens (95-28deg) **5**
Indoor/Outdoor Mounting Bracket **5**



4MP resolution, Up to 30fps, 0.1Lux (F1.6, 1/30sec), 0Lux (IR LED On), 3.3~10.3mm motorized varifocal lens, IR viewable length 98ft, Day & Night, WDR (120dB), H.265, H.264, MJPEG, Multiple streaming supported. Defocus detection, Directional and motion detection, enter/Exit, Tampering, LDC support, WiseStream II, Micro SD/SDHC/SDXC memory slot, IP66.
Camera Locations: Lane Vehicle Coverage – Front (3) – Diagram #8, 9 & 10 / Back (2) – Diagram #6 & 7

Hanwha Wisenet IP 4MP Indoor/Outdoor WDR Dome Camera **3**
Indoor/Outdoor Mounting Bracket **3**



4MP resolution, 30fps(H.265/H.264), 0.1Lux, 2.8mm lens 98.3° HFoV, IR 65ft, Day & Night (ICR), WDR (120dB), H.265, H.264, Multiple streaming, Defocus, Directional, Motion detection, Enter/ Exit, Tampering, Hallway view, LDC, Micro SD/SDHC/SDXC memory slot, IP66, IK10.
Camera Locations: Guardhouse Front (1), Back (1)

Buildings 1-5 Electrical Room Distribution Point -Vertical Wall mount **2**
TripLite 1500VA SmartPro LCD 120V 1500VA 8 Outlets **2**
Computer Horizontal or Vertical Wall Rack (9 Up) **2**



Designed for Servers, Desktops and all Peripherals with 8 outlets providing Power Backup & Surge Protection. LCD display voltage, load and usage

Professional Services

Equipment Installation Services



Installation of new server, switches, cameras, cabinets, brackets and housings. Includes all cables, materials, labor, cable terminations and certifications. Includes wiring as required for each Guardhouse and camera poles. Does not include any city permits, engineering plans, processing costs or fees.

Engineering and Programming Services



Regions will deploy a local and remote secured network infrastructure to manage all installed equipment in this proposal. We will program each device as required and for optimum performance. This includes setting camera coverage view, resolution, video quality and frames for peak bandwidth usage. We will also design recording schedules and specific coverage rules.
Note: Internet service with an upload of at least 20Mbps is required at both guardhouses.

User Application Training



A tailored software application training program will be provided for management and authorized users. Classes will be conducted for management and a selected users in group sessions to include live camera viewing, playback and overall system functions. Basic camera management, maintenance, setting recording rules and remote access authorization procedures.

Regions Equipment Warranty



Regions Security will repair or replace any of above equipment upon and include labor to conduct such repairs for a period of ONE YEAR from contract date. Regions Security Warranty does not cover vandalism, theft, fire, wind, storm, lighting damage or unauthorized repairs.

Regions System Support



Regions Security provides on-going support and quarterly camera and system check and maintenance services. The program covers all non-related hardware issues which are not covered as part of equipment warranty. Our Extended Support Service contract provides continual 100% coverage including equipment, labor, network engineering and user application support. Services are delivered remotely or on-site as required. **Monthly Support $ 274.00**

Professional Surveillance System

Regions Technology Project (Front & Back Guardhouses)

20 Camera Security System - Total $ 25,712.00

Terms & Delivery Schedule

Payments Schedule:

Payment 1: 30% Deposit With Purchase Agreement
Payment 2: 70% With Project Completion

Delivery: Two-Three Weeks from Purchase Date

REGIONS SECURITY

"Ensuring A Safer Tomorrow"



Walnut Creek CDD

Pembroke Pines

Virtual Guard Services

Confidential Proposal
June 28, 2022

Regions Security Services
1100 NW 72nd Ave
Miami, FL 33126
(305) 517-1266
www.RegionsSecurity.us
technology@RegionsSecurity.us

About Us



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Regions Security has earned the confidence of our valued customers providing professional assistance with all our access control and video surveillance installations. Our company's corporate offices and customer support center are in Miami, Florida adjacent to Miami International Airport. Our facilities support our networking and systems engineering department, as well as our help desk and technical services. We maintain a customer support department providing 24/7 help desk support. We only carry professional grade equipment and security software. Each of our support representatives have completed comprehensive training on all our products and have extensive knowledge on product application and equipment troubleshooting. Regions can help you understand your technology security risks by offering a complementary Security Risk Assessment of your company's operation, office and exterior areas including parking lots and building entrances. We will help you determine the best Access Control and Surveillance Systems for your facility to guarantee the highest level of uninterrupted operation. Regions works with you to design a customized solution that addresses the evolving security needs of your organization in the most effective way possible.



Digital video surveillance helps deter crime, theft, vandalism, and employee theft. Security cameras and digital video recording may reduce fraudulent liability claims with clearly documented incidents. Video surveillance may also improve employee productivity and business efficiencies. Access Control systems help protect valuable assets and sensitive areas by restricting and managing all entry points. These systems help increase employee safety and eliminate costly re-keying and lock changes. Experienced installation servicemen guarantee your system will be trouble-free. Each system includes a full 100% one-year warranty on parts and labor. Our technicians are available 24 hours a day, seven days a week. We are focused on customer satisfaction which is an integral part of our past success and the cornerstone of our future growth. Our goal is 100% customer satisfaction.



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PLATEtrak Intelligent Video Management Software

Regions Video Management Software (VMS) is an advanced application, flexible and customizable IP Video Management platform to create tailored networked video solutions. Compatible with all mayor video cameras and operating systems (Windows, Linux & MACos).

Simplicity Intuitive implementation is one of the most important elements to ensure our users navigate through the software with ease. Whether it is software installation, server configuration, recording setup, layout creation, or sharing of your system with PLATEtrak Sync, everything is designed with simplicity in mind.

Reliability You cannot afford to lose any video from an incident and that is why you need a reliable security surveillance solution. PLATEtrak is loaded with features to help your system capture and record every moment with minimum downtime. Multi-server redundant fail-over option can be is built into the software to be used and can be activated with only a few clicks.

Remote PLATEtrak Sync allows you to share your system without having to know any in-depth knowledge of the network. With PLATETRAK TRAK Sync you can easily remote access or share the system. PLATETRAK Mobile app lets you view live video and playback recordings from your smart devices. Supports both iOS and Android.



Virtual Guard Equipment & Services



Regions Virtual Guard Center success is achieved with a trained professional staff that delivers excellent service. Our Virtual Guard Center operates 24x7x365 using High-Definition video cameras and smart software analytics. We establish rules for possible scenarios with your input. The evolution of Security Technology with superior resolution and smart software, has made this option more affordable. With Virtual Guard Monitoring Services, we can secure your buildings, communities, open lots, construction sites or many other applications. We sell, install, service and maintain your entire security system and match the best guards to your business needs. Our Virtual Guard Kiosk includes a two-way Intercom, a proprietary Driver's License reader and all the technology to document visitor's information and vehicle data.



Your Virtual Guard & System will manage your Guardhouse by performing:

- Greeting and attending Visitor's request for access.
- Proprietary Kiosk System interfaces with web-application and automatically captures data from Visitor's Vehicle; Driver's License and QR Reader:
  License Plate Number, Vehicle Class, Make and Color.
  Driver's License Number, Full name, Address, Birth Date, Sex, Height, etc.
  Smart Phone QR: Upon Code Confirmation the Visitor is Allowed Access.
- Visual confirmation to make sure all automatically collected data matches.
- Contact resident to deny or grant visitor access to the community.
- Use all selected cameras and video analytics with programmed video rules to alert guard to manage any established rule violation.
- Upon any confirmed threat, contact management and local law enforcement as defined by community guard protocol and procedures.
- Your Virtual Guard can use optional powerful loud horns to confront trespasser by talking or playing prerecorded messages like police sirens.



Vehicle Data Capture & Decoding (Tag - Color - Make - Class)



Residential communities and commercial buildings can now improve surveillance services and lower guard costs. With new technology that captures and retrieves data in real-time for vehicles entering any facility, even at high speeds. The system will decode each license plate, provide class, make, and color for vehicles. All captured data, images and even a short video, are automatically saved in your video server to allow for smart playback. The information can be stored for several months and can be searched by vehicle tag number, class, make and color. Once the target vehicle is found, the image can be retrieved as well as the video recorded when the vehicle entered the facility. Providing this information to the proper authorities, can deliver results that are hard to attain otherwise without this vehicle intelligent software. Regions does not guarantee that all license plates will be readable by the system especially, if they are blocked in some way, missing or damaged. Consumer acknowledges that license plates which are "unreadable" is due to no fault of the system. Consumer should have a back-up system in place for those occasions when a plate cannot be read accurately.

Visitor LPR	ATME53	Blue Volkswagen Sedan	Entering	Mar 21 7:37:29 pm

Images


NOTICE
STOP HERE
NOTICE
These premises are protected by Regions Security
Powered by
REGIONS SECURITY
1-877-505-7774
www.RegionsSecurity.us


WELCOME VISITORS
VIRTUAL GUARD ON DUTY
PLEASE HAVE ID READY
INSERT FACE TO LEFT
PRESS INTERCOM
BUTTON TO REACH
VIRTUAL GUARD


3200
NW 103 AVE
STOP HERE

Images





Video Management Hardware

We enable a smarter and safer world by creating network solutions to improve security and to find new ways of doing business. The world is changing fast, and we make sure we stay ahead of those changes. While security is still our focus, we are gradually expanding into related markets using new network-based products and solutions. Our experience working with network video and audio solutions, analytics and access control contributes to the protection of people and property, process optimization, and increases business efficiency and information access.



Hikvision video surveillance products are based on cutting edge technologies that are unique in the security industry. Based on optical and image processing technologies accumulated over 30 years, Hikvision has solidified its leadership position in the field of security solutions by developing and manufacturing cutting-edge security systems, including the world's best performing security cameras, video recorders, and network control systems



Gigabit PoE+ Switch featuring PLANET intelligent PoE functions to improve the availability of critical business applications. It provides IPv6/IPv4 dual stack management and built-in L2/L4 Gigabit switching engine along with 10/100/1000BASE-T ports. Managed PoE switch for surveillance and wireless networks.



Professional Surveillance System

Description	QTY

Dell Dedicated Video Management Server **1**



Intel i5 6-core Processor, 16GB RAM with Windows 10 Professional, Solid State 256GB DRIVE, OSTB 6TB Data Storage, DVD Video Recordable, Nvidia HD Graphics board to manage License Plate capture and decoding, Driver's License scanning and processing.

Wave Intelligent Video Management System (Per Camera License) **6**

Wave is an advanced, flexibility and customizable IP Video Management platform to create tailored networked video solutions. Deploy any type of project with any video camera. H.265 H.264 support.

Trendnet 16 Port PoE Gigabit Managed Web Smart **1**



24x Gigabit PoE+ ports; 4x Shared Gigabit ports (RJ-45 or SFP); 185W PoE power budget; Easy-to-use web-based management interface; Supports IPv6, LACP, VLAN, QoS, and IGMP Snooping, Bandwidth control per port; 40Gbps switching capacity.

AXIS License Plate Recognition (ALPR) Bullet Camera **1**

Aluminum 4x4" 10 Foot White Pole to Mount License Plate Cameras **1**



AXIS License Plate Camera delivers clear and sharp license plate images from vehicles moving at speeds of up to 81 mph, day and night. Sharp license plates in HDTV 2MP Optimized IR range up to 164 ft, 8x optical zoom. Designed for third-party software.

Remote Axis Network Door Controller **1**





AXIS Network 6 I/Os with supervised inputs and configurable levels, 1 form C relay 12VDC 24VDC output and Input, PoE input, Based on Axis open platforms. The module reacts on inputs, such as signals from detectors or switches, to trigger actions

Regions Security Initials _____ **Customer Initials** _____

Professional Services

Equipment Installation Services



Installation of new server, switches, cameras, cabinets, brackets, and housings. Includes all cables, cabling, materials, labor, cable terminations and certifications. Does not Includes any electrical work, city permits, engineering plans, processing costs or fees.

Engineering and Programming Services



Regions will deploy a local and remote secured network infrastructure to manage all installed equipment in this proposal. We will program each device as required and for optimum performance. This includes setting camera angle view, resolution, video quality for peak bandwidth usage.

Project Summary

Virtual Guard Equipment & Deployment - TOTAL $ 11,712.00
(Plus, Applicable Taxes)

Payment Terms



Payment 1: 50% Deposit with Contract.
Payment 2: 50% Balance with Project Completion.
Delivery: 2-3 Weeks from Contract Date

Regions Kiosk Monthly Rental



VISITRAK Virtual Guard Kiosk is a proprietary technology and therefore, leased not sold. The Kiosk will always remain the property of Regions for the duration of agreed period of service and beyond. Upon service termination, Regions will be allowed remove Kiosk. Regions Virtual Guard Services require Regions Monthly Support program listed below. Both services are billed monthly. **Monthly Kiosk Lease/ Rental $ 673.00**

Regions Monthly Support



Regions Security will provide technical and engineering support after initial installation to maintain the system fully operational. Included are remote application assistance and on-site visits to restore equipment and applications installed by, under warranty or with an active service agreement provided by Regions Security. Regular service hours are Monday – Friday 8:00 AM to 6:00 PM. Services provided during weekends and holidays are bill at an additional $60 per hour. **Monthly System Support $ 447.00**

Regions Equipment Warranty



Regions Security will repair or replace any equipment sold and installed for a period of One Year. Equipment Warranty excludes accidents, vandalism, theft, water, lightning, fire damage, intrusion, abuse, misuse, any casualty, unauthorized repair service, modification, or any other cause beyond the control of Regions Security, including interruption of electrical power or internet service. Regular service hours are Monday – Friday 8:00 AM and 6:00 PM. Services provided during weekends and holidays are bill at an additional $60 per hour.

Regions Security Initials _____ **Customer Initials** _____

Day / Night Full 8MP Color Camera - Optional

Description	QTY
Axis IP Based Remote Operated Loud Horn	**1**



AXIS Network based Horn Speaker is perfect for outdoor environments in most climates. It allows users to remotely warn off intruders before they commit a crime. The horn is a standalone unit that can be almost placed anywhere, a true cost-effective system design.

Network Horn Speaker - TOTAL $ 1,320.00

Note: Includes Installation Services. **(Plus, Applicable Taxes)**
Monthly Support $30.00 Per Horn

ACCEPT: Regions Security Initials _____ Customer Initials _____

QUANTITY _____

Day / Night Full 8MP Color Camera - Optional

Description	QTY
Hikvision IP 8MP Indoor/Outdoor WDR Bullet Camera -Night Camera	**1**
Indoor/Outdoor Mounting Bracket	**1**



8 Megapixel, 24/7 Full Time Color, 2.8mm, 4mm, 6mm Fixed Lens, H.265+, H.264+, 120dB WDR, 0.0014 Lux @ (ƒ/1.0, AGC On), 0 Lux with Light, 12VDC, PoE (802.3af), MicroSD/ SDHC/ SDXC Slot 128GB, IP67, BLC/3D DNR/ HLC.

Day / Night 8MP Color Camera - TOTAL $ 760.00

Includes Installation Services (New Wiring Quoted Separately) **(Plus, Applicable Taxes)**
Monthly Support $6.00 Per Existing cameras Camera

ACCEPT: Regions Security Initials _____ Customer Initials _____

QUANTITY _____

Suggested Equipment Locations

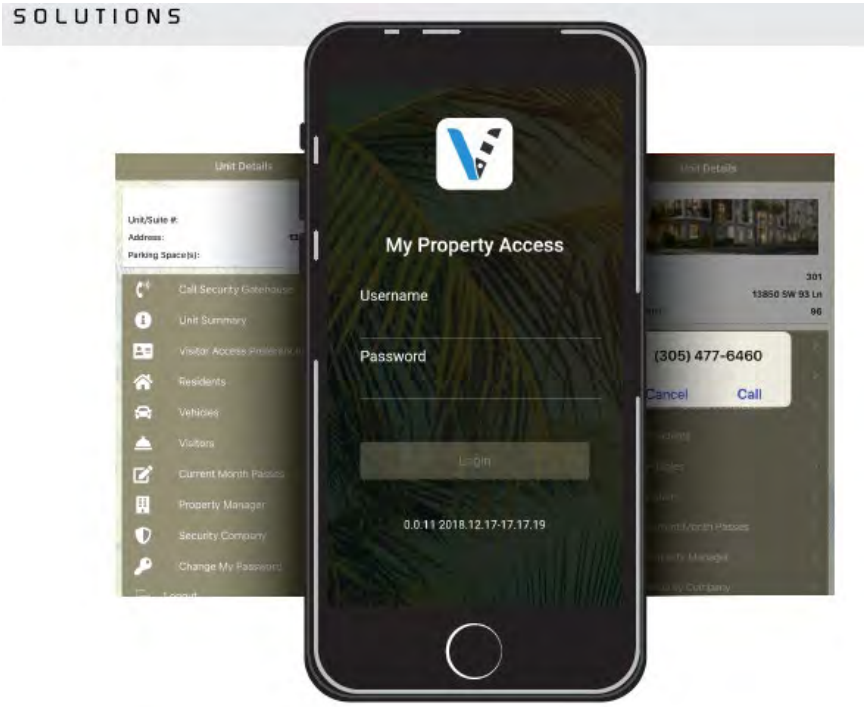


Resident / Visitor Management Application

My Property Access (MPA) is a user-friendly and easy to use application that may integrate with your existing access control system. Through the Property Manager's portal, managers will be able to update/validate resident information and activate or deactivate transponders (optional) at any time and from wherever they are.

MPA is always at your residents' fingertips with the residents iPhone and Android app. Residents will be able to update their contact information, vehicle information, and pre-register visitors needing access to the property. Pre-registered visitors can receive a QR Visitor Invitation by text message or email to streamline access times and expedite community visitor's registration. Must have an existing account with SOS.

SOS Access Control System Integration - TOTAL $ 195.00 Monthly
(Plus, Applicable Taxes)





-***Fast Access registration*** of Community general service providers

-***Easy Guest Registration*** Collecting all the required data from the driver and Vehicle

-***Fast Permanent Visitor registration*** using the permanent visitors Realtime list

-***Residents info validation and processing*** with new or rental vehicles

-***Fast QR Guest Invitation processing*** +Scan and Processing



1 ***Identify Visitor and Visited unit***

2 ***Scan Driver's License*** To collect the required driver's info

3 ***Process Driver as*** Guest, Permanent Visitor, Resident, Vendor or Contractor

4 ***Register Vehicle Make*** using the permanent visitors Realtime list

5 ***Register Vehicle Color*** using the permanent visitors Realtime list

6 ***Request or Grant Access***

Regions Security Initials _____ Customer Initials _____

Virtual Guard Services

Description	Quantity	Bill Rate
Regions will provide an efficient and reliable gated entrance monitoring service that is staffed 9 hours a day, 365 days a year, using trained operators responsible for using commercially reasonable efforts in greeting and screening guests; contacting residents if needed; granting or denying access; maintaining traffic flow; identifying and reporting gate malfunctions and incidents. Schedule: Monday-Sunday 10:00 PM-7:00 AM	**Monthly**	**$ 2,129.78**
	Annually	**$ 25,557.36**

Terms & Conditions

- Client will be responsible for all required electricity and internet lines with minimum of 100 Mbps upload speed for most systems to operate. This may require multiple primary and backup lines throughout the property. Regions' team will work with internet providers to assist Client, as necessary.
- Client will be responsible for providing adequate power at all head-end locations.
- Minimum 24-month agreement is required for Virtual Guard Service. This agreement may not be terminated during the initial term.
- VisiTrak is a proprietary technology for lease use only. The Kiosk will remain the property of Regions Security during the agreed service period and will be removed upon termination. Access to the Kiosk equipment and application is only allowed to authorized Regions Security personnel.
- If purchasing or subscribed to a Virtual Gate Guard or Access Control System, Client will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- Once the system is activated and on-line, Regions will conduct a "soft opening" giving residents 15 days to get acclimated (guests will be asked where they are going but no guest will be denied entry).
- After the soft opening period expires, all guests will be verified before being granted entry into the property.
- Client acknowledges and agrees that Regions is not providing twenty-four (24) hour monitoring for the Client's Premises.
- Billing rates are subject to applicable sales and use tax rates.
- Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- AGENCY shall invoice monthly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.
- It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- In no event shall AGENCY be liable to Client for any claim other than one which arises during the performance of services under this Agreement and which is caused by the negligence of AGENCY its employees or agents while acting within the scope of their duties and authority, in no event shall AGENCY be liable for any claim caused in whole or in part by the acts or omissions of Client or third parties or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- In the event of any claim for which AGENCY is liable, Client agrees that AGENCY liability shall be limited to a maximum amount, not to exceed the lesser of (i) the amount invoiced to and paid by Client for services rendered within the 12-month period immediately preceding the date of the occurrence giving rise to the claim, or (ii) $1,000,000.00.
- Client shall immediately notify Regions of any malfunctions of the communication link or power outages for lines used by the Security System.
- Client agrees that in no event shall there be any right of offset or setoff, and that it shall not be entitled to retain any sums due to AGENCY against any claims or potential claims against AGENCY.
- Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when communication method (cellular, public or private radio systems), cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Regions and Regions shall have no responsibility for the failure of any of such transmissions.
- Regions assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Regions, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Regions of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Regions for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System.
- I, as the authorized Client representative, have read this agreement and understand what is being purchased and/or subscribed to. I agree that there are no verbal commitments, promises, etc., for additional products and/or services, and the only products and/or services being provided are listed on this agreement. I am aware that during the sales process, many products and/or services are discussed and only those listed in this agreement, are actually being purchased and/or subscribed to.

Agreed To and Accepted By:

Client Signature: _____ Date: _____

Client Name: _____ Client Title: _____

DEVELOPMENT DISTRICT PROPERTY

W.C.C.D.D. PROPERTY
LANDSCAPE/OPEN AREAS (W.C.C.D.D.)
H.O.A. PROPERTY
OTHERS PROPERTY
W.C.C.D.D. EASEMENT

200' 0 200' 400' 600'
1" = 200'-0"



BASE MAP PREPARED BY:
CRAIG A. SMITH AND ASSOCIATES

PROPERTY MAP
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
PEMBROKE PINES, FL

GEE & JENSON
Engineers · Architects · Planners, Inc.

REGIOSEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dewin Molina	
Commercial Lines - 305-443-4886 USI Insurance Services LLC 2601 S Bayshore Dr Coconut Grove, FL 33133	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Dewin.molina@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Security National Insurance Company.	19879
INSURED Regions Security Services , Inc 1100 NW 72nd Avenue Miami FL 33126	INSURER B : Progressive Express insurance Co	10193
	INSURER C : AXA Insurance Company	33022
	INSURER D : QBE Insurance Corporation	39217
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15580994 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER:	X	X	CR00R0A22	4/16/2022	4/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Combined Total Aggregate	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			06168245	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			SXS0061173	4/16/2022	4/16/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	QWC3901091	06/29/2022	06/29/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COMMERCIAL GENERAL LIABILITY - per attached Endorsements and where required by written contract: Any person or organization, including Walnut Creek Community Development District included as Additional Insured; insurance provided is primary to and non-contributory with other insurance; insurer waives any right of recovery (subrogation) against any person(s) or organization(s), including Certificate Holder; 30 days' notice of Cancellation or Non-Renewal (except statutory days'
notice for non-payment) where required by written contract.

Waiver of subrogation is provided in favor of Walnut Creek Community Development District with respects to workers' compensation when required by

CERTIFICATE HOLDER

Walnut Creek Community Development District
C/O Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens FL 33410

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Remarks Schedule (Continued from Page 1)

written contract in accordance with the terms and conditions of the policy.

Additional Remarks Schedule-Con't

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2022

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PRODUCER	CONTACT NAME: Dewin Molina	
Commercial Lines - 305-443-4886 USI Insurance Services LLC 2601 S Bayshore Dr Coconut Grove, FL 33133	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Dewin.molina@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
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	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15580993 **REVISION NUMBER:** See below

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER:	X	X	CR00R0A22	4/16/2022	4/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Combined Total Aggregate	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			06168245	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS0061173	4/16/2022	4/16/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	QWC3901091	06/29/2022	06/29/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COMMERCIAL GENERAL LIABILITY - per attached Endorsements and where required by written contract: Any person or organization, including Special District Services, Inc. included as Additional Insured; insurance provided is primary to and non-contributory with other insurance; insurer waives any right of recovery (subrogation) against any person(s) or organization(s), including Certificate Holder; 30 days' notice of Cancellation or Non-Renewal (except statutory days'
notice for non-payment) where required by written contract.

Waiver of subrogation is provided in favor of Special District Services, Inc., with respects to workers' compensation when required by written contract in

CERTIFICATE HOLDER

Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens FL 33410

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Remarks Schedule (Continued from Page 1)

accordance with the terms and conditions of the policy.

CONSIDER APPROVAL OF REGIONS SECURITY VIDEO SURVEILLANCE AND VIRUTAL GUARD SYSTEMS FIRST AMENDMENT

TO BE DISTRIBUTED UNDER SEPARATE COVER

SECURITY SERVICES ADMINISTRATION AGREEMENT

This Security Services Administration Agreement ("Agreement") is made and entered into this ___ day of _____, 2022 ("the Effective Date"), by and between:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Broward County, Florida, and whose mailing address is: 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

WALNUT CREEK COMMUNITY ASSOCIATION, INC., a Florida homeowner's association, pursuant to Chapter 720, Florida Statues, whose address is: 7500 N.W. 20th Street, Pembroke Pines, Florida 33024 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, currently provides security improvements and services for those certain lands and areas within the boundaries of the District; and

WHEREAS, the District has entered into an agreement with a security services contractor to provide for virtual guard kiosk and video management security systems and has a current need for coordination and administrative oversight of these security services; and

WHEREAS, the Association maintains the resident database and provides residents with the enforcement of Association rules and regulations within the boundaries of the District; and

WHEREAS, the Association engaged the services of a management company to provide for certain property management services for the Association, including providing direct services to residents; and

WHEREAS, the Association and District agree that the Association will provide to the District security services administration to coordinate and administer certain of the District's security services with the District's contractor, as described in this Agreement (hereinafter referred to as "Services") and the District shall pay the Association for providing such Services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

Section 2. Services. The Association and the District hereby agree that the Association shall provide the following Services:

A. Ensure a continuously updated resident information database, including, but not limited to names, addresses, email addresses and telephone numbers.

B. Education of residents with the virtual security system, including, but not limited to downloading and use of the security system application portal.

C. Provide direct personal contact for residents to assist with security systems issues and assist with utilization of the security system.

D. Monitor security services contractor engaged by the District and provide reports to the District of contractor's performance.

E. Monitor camera surveillance of District's gated entrances.

F. Monitor security equipment, including, but not limited to gate arms, cameras, software, video, internet connection, and report malfunctioning equipment to District contractor responsible for the maintenance and repair of the security equipment.

G. Review security video for any activity that causes damage to the security equipment or interference with the proper District security protocol and report such activity to the District.

H. Provide front entrance personal services when requested by the District or the District's security services contractor to assist with the proper and efficient functioning of the District's security services.

I. Provide the District with security video and reports for any incidents regarding the District's security system.

Section 3. Performance. The District and the Association hereby agree, as follows:

A. The Association shall provide and be solely responsible for all costs and liabilities that are associated with providing the Services set forth in Section 3.

B. The Association shall provide all Services in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Services are properly provided. Prior to performing the Services required under this Agreement, any such employees or contractors shall first submit proof to the Association of the required licenses and insurance in accordance with this Agreement. Copies of such licenses or certificates of insurance shall be made available to District upon request.

C. All contractors, subcontractors, or agents retained, hired by, or contracted to perform the Services shall be in accordance with District Rules and Florida Statutes.

D. Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) Broward County, Florida; and (c) any municipality with jurisdiction, either now or in the future.

E. Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide the Services in fulfillment of its obligations under this Agreement.

F. Association shall provide the Services at a minimum of thirty (30) hours per week for the full compensation set forth in this Agreement.

Section 4. Compensation. District shall pay the Association for the Services provided pursuant to this Agreement in an amount not to exceed **THIRTY THOUSAND AND 00/100 ($30,000.00) DOLLARS** (the "Contract Amount"). The Contract Amount shall be paid following the performance of the Services each month.

Section 5. Term. This Agreement shall commence on _____ and continue for one (1) year, unless sooner terminated in accordance with this Agreement (the "Initial Term"). This Agreement shall automatically renew for additional one (1) year terms and shall include a five (5%) increase in the Contract Amount for each subsequent one year renewal.

Section 6. Remedies, Default, & Specific Performance.

A. Convenience. The Parties may terminate this Agreement for convenience and without any liability therefor by providing at least thirty (30) days written notice to the non-terminating Party.

B. For Cause. Any failure of the Association to comply with this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and after ten (10) day's written notice of such breach and an opportunity to cure, may immediately terminate this Agreement for cause.

C. Discontinuation & Reimbursement by Association. At such time as the District should commence providing Services under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform the Services.

D. Other Remedies & Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages,

injunctive relief and specific performance. In the event of the Association's default under this Agreement, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to petition the court for specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

Section 7. Indemnification. The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Services, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District. Nothing herein shall be construed or interpreted as a waiver of the protections and immunities afforded the District pursuant to sovereign immunity and Section 768.28, Florida Statutes. The District does hereby expressly agree and understand the Association shall not be liable to the District, for any injury, loss or damage to person or property, caused by the District's own negligence of intentionally tortious conduct.

Section 8. Insurance.

A. The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "A", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

(1) the District as an additional insured to the extent of limits of liability set forth in the attached Exhibit "A"; and

(2) the District as a certificate holder of the Certificate of Insurance; and

(3) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

B. The Association shall require that any contractor retained by the Association to perform the Services shall have all necessary insurance coverage and specifically provide that Walnut Creek Community Development District and the Walnut Creek Community Association, Inc., and their respective officers, agents, employees, volunteers and representatives are additional insureds with respect to the required coverages and operations of the Contractor.

C. The Association shall require that any contractor retained by the Association to perform the Services ensure that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

Section 9. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Walnut Creek Community Development District
2501A Burns Road
Palm Beach Lakes, Florida 33410
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Blvd., Suite 600
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles

AS TO THE ASSOCIATION: Walnut Creek Community Association, Inc.
7500 N.W. 20th Street
Pembroke Pines, Florida 33024
Attention: President

Section 10. Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District and the Association. Each party agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

Section 11. Amendment & Waiver. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

Section 12. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

Section 13. Controlling Law. This Agreement shall be construed under the laws of the State of Florida.

Section 14. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

Section 15. Costs, Fees and Venue. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, appellate proceedings and pursuit of attorney's fees. In the event of litigation arising out of this Agreement or performance thereof, venue shall be Broward County, Florida.

Section 16. Successors & Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and the District, their receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

Section 17. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 18. Arm's Length Transaction. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section 19. Execution of Documents. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

Section 20. Construction of Terms. Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

Section 21. Captions. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

Section 22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

Section 23. Public Records.

A. Association 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 Association 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 Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association 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. Association 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 Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. **IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

THIS AGREEMENT/CONTRACT, THE ASSOCIATION 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

Section 24. E-Verify. The Association, on behalf of itself and its contractors or subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9.0 above, if the District has a good faith belief that the Association has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor or subcontractor of the Association performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Association and order the Association to immediately terminate its contract with the contractor or subcontractor. The Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name:
Title: Secretary/Assistant Secretary

By:_____
Print Name: _____

Title: Chair/Vice-Chair, Board of Supervisors

_____ day of _____, 2022

WITNESSES:

WALNUT CREEK COMMUNITY ASSOCIATION, INC.

_____
Print Name:

By:_____
Name: _____
Title: _____

_____
Print Name:

(CORPORATE SEAL)

_____ day of _____, 2022

EXHIBIT "A"

Schedule of Insurance Coverage(s)

Association shall make the District, its officers, agents, and representatives an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the work to be performed or Improvements to be maintained under this Agreement.

Schedule of Insurance Coverage(s):

Commercial General Liability to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:
$1,000,000 Occurrence
$2,000,000 General Aggregate
$1,000,000 Personal Injury
$1,000,000 Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement

Workers Compensation:
As required by Florida law and Federal law
Employers Liability with a minimum of $100,000.00 per accident

From: Print Shop-Howard, Eric, Debbie and Sarah <copyshopamerica@yahoo.com>
Sent: Friday, July 29, 2022 9:49 AM
To: Gloria Perez <gperez@sdsinc.org>
Subject: Re: WC Request for Gate Passes Order for Walnut Creek CDD PLUS OVERNIGHT ORDER

I also need to let you know that the cost has gone up, you have had the same price since 2019 and the cost of paper and toner has gone up a lot since Covid. The new price should be $772 but we continue to give you the 15% off which would be $656.

Please let me know if you wish to place this order.

Any Questions Please Feel Free To Call Debbie

Stay Safe
****
UNITECH PRINT inc.
http://CopiesAmerica.us

Toll Free 800-423-2679
Main Office
Customer Service Hours: 9am-7pm, Eastern Time

Due to global supply chain delays and shortages, some items may be unavailable. In order to meet your project deadlines, we may need to substitute certain items. In the event that an order is a "rush", please be sure to call us



Arking Solutions Inc.

July 18, 2022

Att. **Mrs. Gloria Perez**
Project Manager.
Special District Services, Inc.

Ref: **WALNUT CREEK GUARDHOUSE IMPROVEMENT.**

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for "Guardhouse Interior improvement" additional Work.

SCOPE OF WORK:

- Furnish and Installation Water Proof Exterior Outlet. (Main Guardhouse entrance)
- Furnish and Installation 1 additional outlet on Equipment Area. (Dedicated Circuit for Equipmet) **$1,900=**
- Remove debris and trash, General Repairs (Pavers, Interior Walls drywall and Paint)

$ 650=
TOTAL $ 2,550=

Not Included:
Calculations.
Shop drawings.
Permits.

TIME SCHEDULE:
2 Weeks.

PAYMENT SCHEDULE:
50% Deposit payment.
40% As per progress work.
10% Final Payment.
Best Regards,

Martha L. Arango
Martha L. Arango
C.G.C.
Construction Manager

Acceptance: A. Perez

* COIs are Required Prior to work commencement
* Please confirm if permits are required.

18268 SW 3rd St Pembroke Pines, FL 33029 phone: (305)-318-7703 | fax: (954)-442-9413

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Walnut Creek CDD – Holidays Lights Decorations Proposals

Randy's Holiday Lighting	Christmas Lights by AMCO	Miami Christmas Lights	
Est. # 10956		Option A Est. # 22-193	Option B Est. # 22-207
Installation and removal of holidays lighting decoration. Areas included: - Taft ST. East Waterfall - Taft ST. West Waterfall - Taft. ST Center (4 Palms each side). - Taft ST. Guardhouse - Sheridan ST. Entrance Monument - Sheridan ST. Guardhouse			
Warm White LED C-7 for the guardhouses and waterfall. Warm White Mini-Lights for Palms and planters.	Warm White LED C-9 for the guardhouses and waterfalls. Warm White Mini-Lights for Palms.	Warm White LED C-7 for the Guardhouses and Sheridan ST. Entrance Monument. Warm White Mini-Lights for Palms and planters. LED warm white harness on 20' full for 3 palm trees behind East waterfall and the 8 palms (4 each side) by the Taft entrance. 4 ft. red ornament to be placed on a platform in the middle of the 3 waterfalls (as shown in pictures/illustrations attached to their proposal).	Warm White LED C-7 for the Guardhouses and Sheridan ST. Entrance Monument. Warm White Mini-Lights for Palms and planters. LED warm white harness on 20' full for 3 palm trees behind East waterfall and the 8 palms (4 each side) by the Taft entrance. Illuminated acrylic landscape enhancing spheres on the rocks at the waterfalls (as shown in pictures/illustrations attached to their proposal).
Coaxial Connections to be used in all 4 proposals.			
Includes optical (photo-cell) timers for all outlets. Dusk-Down.	Includes digital timers for all outlets.	These 2 proposals include optical (photo-cell) timers for all outlets. Dusk–Down.	
*Technical specs about lighting and cable (to be used), detailed in every proposal.			

Total Price: $9,990.00 **See itemized price in the proposal.	Total Price: $24,129.44 **See itemized price in the proposal.	Total Price: $25,360.94 **See itemized price in the proposal.	Total Price: $17,056.19 **See itemized price in the proposal.
50% Deposit required			
***Proposals valid for a 3-year agreement. As per vendor.			
****No illustrations/models/pictures attached to proposal.			

Randy's holiday lighting

3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/5/2022	10956

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848	95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
**********CUSTOMER HAS REQUESTED THAT WE INSTALL OUR PHOTOCELL TIMERS ON ALL OUTLETS REGARDLESS OF WHETHER OR NOT THEY ARE CONTROLLED BY AN IN-HOUSE TIMER OR PHOTOCELL - MAKE SURE TO INSTALL OUR TIMERS ON ALL OUTLETS & SET THEM DUSK TO DAWN**********			
Timer is on entrance side behind waterfall. Guardhouse is on a photocell behind the guardhouse.			
Timers charge	25	18.00	450.00T
58' TRUCK NEEDED FOR THIS INSTALLATION			
INSTRUCTIONS: (ENTER INTERSECTION INFO & ZIP CODE) OR (JOB ADDRESS) BELOW INTO GPS FOR DETAILED DIRECTIONS: TAFT ST & NW 76TH AVE			
TAFT ENTRANCE (EAST SIDE):			
Outline 2 signs on East side on entrance with 35' of WARM WHITE LED C-7 lights per sign			
White wire C-7 stringer (12" spacing) cost per foot	70	2.00	140.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	70	2.00	140.00T
Light multi trunked Phoenix Reclinata Palm with 30 sets of COAXIAL WARM WHITE LED mini lights			
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	30	25.00	750.00T
TAFT ENTRANCE (CENTER):			
Light trunks & fronds of 8 Medjool Palms (4 on each side) with 32 sets of COAXIAL WARM WHITE LED mini lights each (18 fronds to be lit per tree)			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal

Sales Tax (0.0%)

Total

Print Name _____ **Signature**

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

Randy's holiday lighting

3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/5/2022	10956

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848	95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	256	25.00	6,400.00T
Scatter light 8 planter beds with 45 sets of COAXIAL WARM WHITE LED mini lights located at each Medjool Palm (5 or 6 sets per planter)			
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	45	23.00	1,035.00T
TAFT ENTRANCE (GUARD HOUSE):			
Outline the roofline edge of guard house with WARM WHITE LED C-7 lights (250')			
White wire C-7 stringer (12" spacing) cost per foot	250	2.00	500.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	250	2.00	500.00T
INSTRUCTIONS: (ENTER INTERSECTION INFO & ZIP CODE) OR (JOB ADDRESS) BELOW INTO GPS FOR DETAILED DIRECTIONS: SHERIDAN ST & NW 76TH AVE			
SHERIDAN ENTRANCE:			
Outline the roofline edge of guard house with WARM WHITE LED C-7 lights (60')			
White wire C-7 stringer (12" spacing) cost per foot	60	2.00	120.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	60	2.00	120.00T
Outline road sign with WARM WHITE LED C-7 lights (35')			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal

Sales Tax (0.0%)

Total

Print Name _____ **Signature**

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/5/2022	10956

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848	95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
White wire C-7 stringer (12" spacing) cost per foot	35	2.00	70.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	35	2.00	70.00T
Light lower bushes in front of sign and around entire median with 35 sets of COAXIAL WARM WHITE LED mini lights			
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	35	23.00	805.00T
BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	0	0.00	0.00
10% discount for 3 year contract - Customer agrees to spend not less than 90% of the first year contract price over the next three (3) years in exchange for a 10% discount each of the 3 years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Randy's Holiday Lighting the amount of the discount given each of the prior years. Cancellation must occur in writing no later than September 1st of each year, prior to their job being scheduled, or the customer will be obligated for the full amount of the contract for that year. (YEAR 1 OF 3)	1	-1,110.00	-1,110.00T
*Set-up, maintenance, take-down and storage is included. Maintenance is included from November 15th through January 2nd. Repairs outside of that time will cost extra. Lights can be left up until the end of January at no additional charge. Lights to be left up beyond that time will incur additional charges. All greens (trees, wreaths, garland, menorahs, etc.) must come down by January 15th. Any greens left up beyond January 15th at the	0	0.00	0.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal

Sales Tax (0.0%)

Total

Print Name _____ **Signature**

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/5/2022	10956

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848	95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
customers request, will incur additional charges. *Estimates are valid for only 30 days. *All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job. *All prices are for leased product, unless otherwise noted. ***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no way to prevent GFI protected outlets or breakers from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. Please have someone check them each evening to ensure that power is going to the lights. *Electrical receptacles are necessary for each area to be lit. *All trees & palms must be substantially pruned by September 15th or a minimum of 60 days prior to your turn-on date, failure to do so will result in pruning charges. *Hot glue is the only effective way to attach lights to concrete or stucco surfaces and some residue may be left once the lights are removed. We will make every effort to minimize the leftover residue and damage that may occur when removing the lights but the customer may have to make some repairs to the concrete/stucco surfaces after the lights have been removed. Randy's Holiday Lighting will not be responsible for repairing these surfaces if they become damaged during removal. *INSTALLATION DATES are booked upon receiving your signed contract and a 50% deposit. *Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing. Removal of all greens (Xmas trees, garland, wreaths, menorahs, etc). is done between January 2nd and January 15th. *Randy's Holiday Lighting reserves the right to use pictures of the above listed decor in promotional material.			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal	
Sales Tax (0.0%)	
Total	

Print Name _____ **Signature**

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/5/2022	10956

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848	95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
*All damages or theft to lights and decorations that we have no control over, i.e. vandalism, theft, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be billed as an additional charge to the customer. In the event of a disaster (i.e. hurricane, tornado, etc.) damaged lights/decorations or lights that must be reinstalled will be charged to the customer. *All lights are attached by staples and this pricing reflects using staples. If, for any reason, we cannot use staples, there will be an upcharge for alternate methods of attaching lights. *It is necessary many times to drive our trucks on sidewalks in order to install holiday lights but we will not be responsible for any damage our trucks may do to the sidewalks. If you do not want our trucks to drive on your sidewalks, you must notify us in writing. * Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the county of Palm Beach and the State of Florida, respectively *Randy's Holiday Lighting must be allowed to install lights up to 60 days prior to your turn on date. The lights will remain unplugged until your turn on date, we will ensure that your lights work properly on that date. *We realize that your Holiday lighting is important, if your lights are not working properly or changes need to be made regarding the decorations, please call Randy's cell phone (561-452-8766) to request repair service. We guarantee to repair or replace them within 48 hours upon notice of the problem. **LICENSED & INSURED**			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal	$9,990.00
Sales Tax (0.0%)	$0.00
Total	$9,990.00

Print Name _____ **Signature** _____

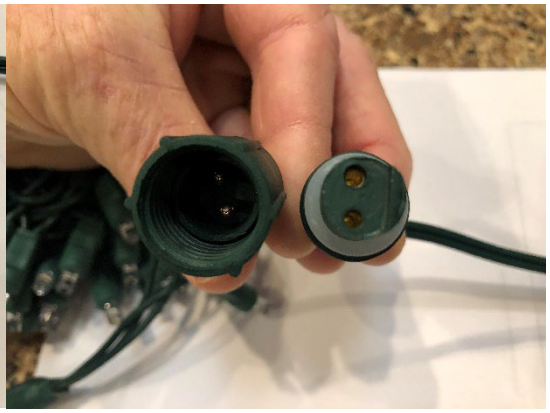
Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

COAXIAL CONNECTOR LIGHTS INFORMATION SHEET

Beginning the 2020 holiday season our company will be exclusively using coaxial connection light sets for all customers that are no longer under contract with us. For those customers that are still under contract (with the old pricing) we will continue to use the Edison plug connection light sets. However, any customers that wish to make the changeover before there contract ends can switch to the coaxial connection lights but there will be a price increase. Please let us know if that is something you would like to do. Below is some information about the differences between the coaxial connection light sets and Edison plug connection light sets.



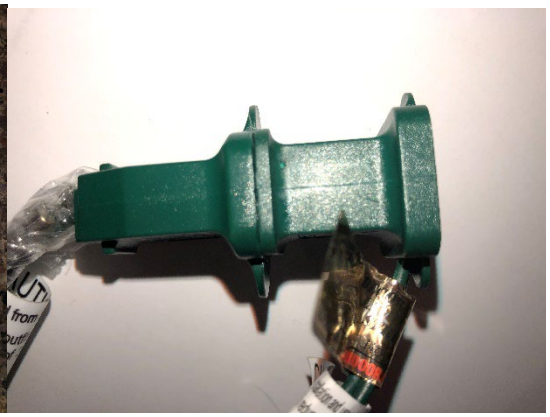
COAXIAL CONNECTION



COAXIAL CONNECTION



COAXIAL CONNECTION LIGHT SETS



EDISON PLUG CONNECTION

As you can see there is a significant difference between the two types of connections, however the lights are exactly the same high-quality lights. The reason we have decided to switch over to the coaxial connection lights is because of their durability in bad weather but especially for any jobs that are near the coast (the salt spray has caused many failures). 2019 was a particularly wet holiday season so that exacerbated the problems but regardless we feel that the coaxial connection lights will perform much better than the Edison plug lights. Also, with the coaxial connection lights we were able to eliminate the rectifiers (small soldered connections) from the light strings which will make them even more dependable.

Now you may be wondering if the Edison plug lights are any good and how much more do the coaxial connection lights cost. The Edison plug lights are fine, we have been using them for 20 years and they have performed very well for us, however over time technology changes and new products come out and we need to change as well. For most customers you will see about a 10% increase in pricing, but you will probably see about a 50% drop in failure rate, especially if you have GFI outlets. The coaxial lights will not eliminate GFI trips completely, however they will reduce the number of GFI trips significantly.

If you have any questions or would like to discuss anything in this information sheet, please email or call me anytime.

Sincerely,

Randy Gillman
randy@randysholidaylighting.com
www.randysholidaylighting.com
5621-845-8000 (office)
561-452-8766 (cell)

July 15, 2022

Walnut Creek CDD
7500 NW 20th Street
Pembroke Pines, FL 33024

Att: Ronald Dalvis

Re: Holiday Lighting Décor

Dear Ronald,

It was a pleasure meeting with you regarding your holiday lighting needs at the above-mentioned property. Attached you will find our proposal for general Holiday Lighting and Decorating for your consideration and review.

Christmas Lights by Amco is an American based company with offices in New Jersey and South Florida. We are family owned and operated providing personal service to every client since 1962. Our services are turn-key inclusive of renderings, installation, removal and storage for next season. We enjoy designing personalized displays for both our residential and commercial clients. Our clients include shopping malls, main street restaurants, office buildings, schools, churches, medical centers, warehouses, food establishments and corporate functions as well as residential homes of all sizes.

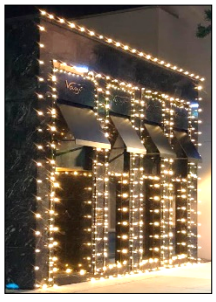
Christmas Lights by Amco is a nationwide CLIPA certified installer in Christmas/Holiday and Event Decorating. Rest assured you are in good hands. CLIPA installers must adhere to quality control guidelines and provide consistent monitoring.

Should you have any questions regarding this proposal, feel free to contact us at the address or phone number below.

Jean Paul Salazar
Operation Supervisor
786-312-5737

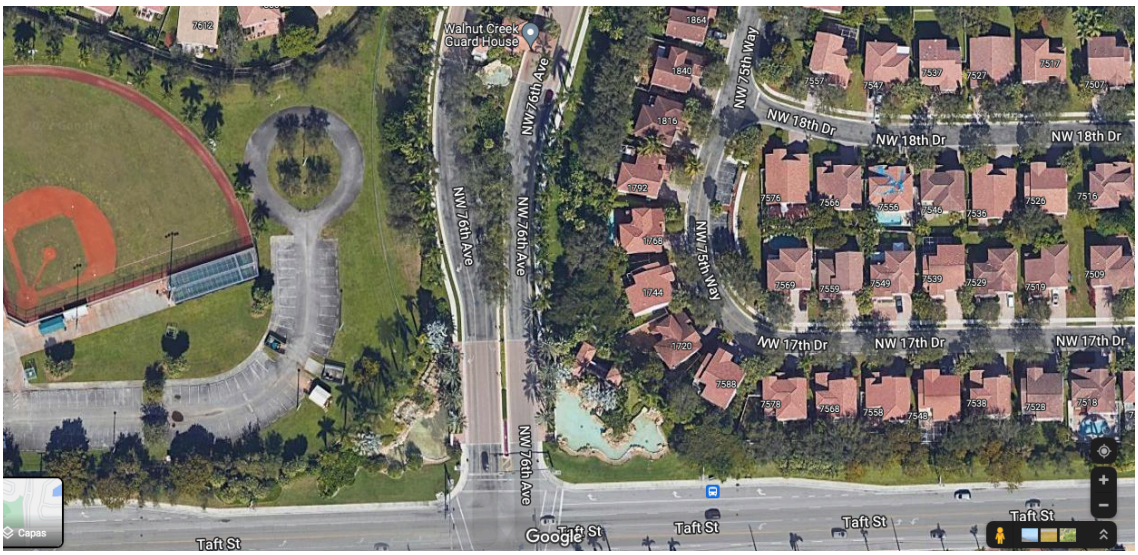






We propose the following:

Main entrance (NW 76th Ave, Taft St)



Guard House

1. We are going to place C-9 warm white lights, around the entire roof of the guard post. 380 ft.
   Total $1,501.00

2. We are going to place 750 LED warm white Minis to the Oak tree that is behind the left side checkpoint (exit) and 1000 warm white LED minis to two palm trees that are together, on the right side (entrance)
   Total $1,277.50

3. In the front of the sentry box, we will illuminate with Led Warm White Minis, three palm trees on the left side and on the right side another group of three thin palm trees, in total 3600 LED Minis.
   Total $2,628.00

4. We will place Ground light with C-9 bulbs around the fountain that is in front of the checkpoint. 25 feet.
Total $74.75

5. We will place Minis Led warm white to the 8 palm trees that are along the entrance, 4 on the right, 4 on the left, 1000 lights at each, total 8000 minis white.
Total $5,840.00

Right Corner

6. We will place C-9 bulbs in front and sides of the building that is behind the fountain. 210ft.
Total $829.50

7. Group of 3 palm trees in front of the same building. 2400 Minis LED warm white.
Total $1,752.00

8. Group of 8 thin palm trees between the two sings. 2000 Minis LED warm white.
Total $1,460.00

9. We will illuminate a group of robellini Palms, which are in front of the fountain, with 950 Minis white LED white.
Total $693.50

10. 46ft of Ground light in front of the fountain.
Total $137.54

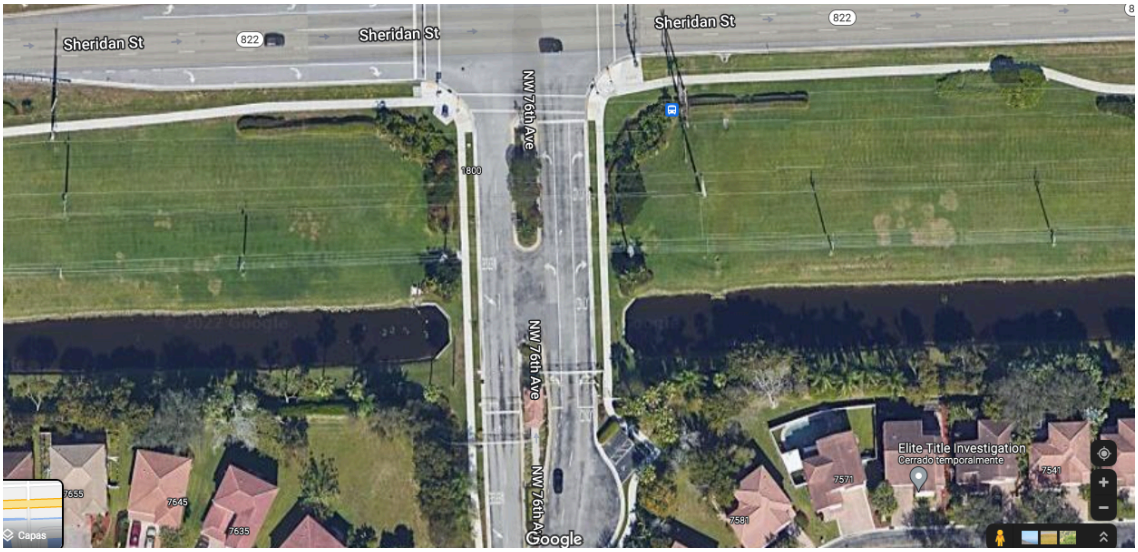
Left Corner

11. We will illuminate 5 of the palm trees that are behind the fountain. 4000 Minis LED warm white.
Total $2,920.00

12. We will place lights on all the robellini Palms, which are in front of the fountain. 2000 Minis Led warm white.
Total $1,460.00

13. 100 ft. of Ground light in front of the fountain.
Total $299.00

Second Entrance (NW 76th Ave, Sheridan St)



14. We will place C-9 bulbs around the roof of the guard post. 110ft.
Total $ 434.50

15. We will illuminate the bushes in front of the checkpoint, on the inside side with 1500 LED warm white Minis.
Total $780.00

16. The two shrubs on the sides of the sentry box with 1000 LED warm white Minis.
Total $520.00

17. The two small shrubs in front of the checkpoint, on the outside side with 600 LED warm white Minis.
Total $312.00

18. We will place 200 LED warm white Minis in the two robellini palms in front of the checkpoint.
Total $146.00

19. We will illuminate the three trees and the group of robellini Palms, which are next to the sign. 1500 LED warm white minis.
Total $1095.00

20. We will place a piece of Garland decorated and lighted, on top of the sign. 9ft.
Total $141.75

21. We will illuminate the top of each column of the sign with C-9, 32ft bulbs.
Total $126.40

All prices include installation of wiring, timers, lights and decorations as well as take down and storage.

Payment Terms: 50% of payment due upon signing. Balance due on installation.

Your continued confidence in Christmas Lights by Amco, Inc., is greatly appreciated. If you have any questions or need additional information regarding the proposal, please contact me at your earliest convenience.

Sincerely,

Jean Paul Salazar
Operations Supervisor
Christmas Lights by Amco

By signing this document, I accept this proposal and acknowledge the policies, terms and conditions set forth in the disclosure. Please initial, sign and date the disclosure also.

_____ _____
Approval (signature) Date

Christmas Lighting by Amco Policies, Terms and Conditions

Christmas Lighting by Amco's service is comprised of the design, installation, and removal of holiday decorations. All lighting and decorations remain the property of the service provider. This is a service agreement only and no goods are being sold.

Lighting and Decorations: Christmas Lighting by Amco warrants the quality of our decorations and workmanship as provided below. Should you have any problems with the decorations we want to correct them as soon as possible. We recommend that you turn the lights on for several hours over the first three to four evenings to test the lighting program. This will allow us to make corrections as soon as possible in order to maximize your enjoyment of the decorations. Repairs needed due to vandalism, extraordinary weather conditions and customer added lights are not warranted and will be billed as additional services. Power failure or tripping of GFI circuits that occur as a result of inclement weather cannot be the responsibility of Christmas Lighting by Amco. We will perform the required service calls to solve these issues, but we cannot be held liable for damage that may occur as a result of acts of nature. Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at no additional charge; this is included in the reinstallation and removal charge. As plants grow, we will add additional lights to any landscape lighting at our discretion and bill the service at the appropriate rates. Any additional items requested at the time of service will also be invoiced accordingly.

Billing Issues and Quality of Service: In the event that you have a question concerning any billing, contact our office within 7 days, or we assume that the billing is correct. All services, unless otherwise agreed, are billed at the time of installation, at which time payment is due. This normally would include materials, set up, installation accessories, removal, and boxing of decor. Storage of all decor is included with the service; Christmas Lighting by Amco guarantees the quality of all material and workmanship; however, any questions regarding the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first.

Seasonal Lighting: Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting unless otherwise specified. Christmas Lighting by Amco can only warrant seasonal lighting up to 90 days. Product life expectancy should not exceed 90 days when used continuously. Please consult your representative if you are interested in a permanent type of lighting. There is no permanent type of mini lighting or tree lighting available.

Photos: Please note, that unless otherwise agreed upon, Christmas Lighting by Amco reserves the right to take photos of our decor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet or postcards. The use of photo representations does not imply that any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

Terms and Conditions: A deposit may be required at the time your order is placed. Full payment for every item and service is due according to the invoice terms on the date of service. In the event payment is not made within terms on invoice, a finance charge of 18% (eighteen percent) per annum, but in no event more than the maximum amount allowed at law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by Christmas Lighting by Amco. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account. In the event the purchaser fails to make payments as required, your account shall be considered in default and the purchaser shall be responsible for costs of collection and reasonable attorneys' fees, as allowed by law. Client will provide all electrical power sources. If a requested item becomes unavailable, Christmas Lighting by Amco reserves the right to substitute an item of equal or better quality, subject to customer agreement or to delete the terms off of installation and invoice. Residential clients will be bound by continuing service agreement, meaning that yearly decor services are authorized unless Christmas Lighting by Amco is notified otherwise.

Lease Agreements: All clients, unless otherwise noted, will be serviced under the terms of the continuing service agreement. For those residential or commercial clients opting for a "multiple year" lease agreement, the contract will apply to the following decorating season(s):

_____ Initials _____. For commercial clients, please see separate lease contract.

Installation and Removal: Holiday decorations shall be installed and removed at your request if possible. Clients designating times are given priority based upon first-in-time notice. All services are subject to weather conditions and demand. The service provider retains sole discretion as to the timing of services and no breach occurs based on dates of services.

Limited Warranty and Limitation of Liability and Remedies: BOTH PARTIES TO THIS CONTRACT AGREE THAT IN THE EVENT OF THE FAILURE OR MALFUNCTION OF THE LIGHTING AND/OR DECORATIONS PROVIDED, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CLIENT SHALL BE THE REFUND OF THE COST OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE REPAIR OR REPLACEMENT OF THE LIGHTING AND/OR DECORATIONS, TO BE DETERMINED SOLELY AT THE DISCRETION OF THE SERVICE PROVIDER.

BOTH PARTIES AGREE THAT CHRISTMAS LIGHTING BY AMCO WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED TO THE PROPERTY OF THE CLIENT BY ANY FAILURE OR MALFUNCTION OF THE LIGHTING AND DECORATIONS PROVIDED UNDER THIS AGREEMENT. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

BOTH PARTIES AGREE THAT ANY CLAIM BY THE CLIENT THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE OR NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF THE CHRISTMAS LIGHTING BY AMCO REPRESENTATIVE IN WRITING WITHIN 72 HOURS OF THE SERVICE. FAILURE TO DO SO RESULTS IN A COMPLETE AND FINAL WAIVER OF ALL CLAIMS

Arbitration: ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH STATE LAW WHERE THE SERVICE PROVIDER IS LOCATED. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON ALL PARTIES, AND JUDGMENT MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF THE SERVICE PROVIDER WHERE ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED THROUGH THE DISPUTE RESOLUTION CENTER, OR ITS SUCCESSOR.

I have read, understand and agree to the above policies, terms, and conditions. Customer has the right to rescind this contract by giving written notice to the service provider within three days from the date below.

Customer _____ Date _____

MIAMI CHRISTMAS LIGHTS

Walnut Creek in Pembroke Pines

Jul 1, 2022

Prepared By: Kathryn Hernandez Ong
kathryn@miamichristmaslights.com

Estimate

Miami Christmas Lights
14374 Commerce Way
Miami Lakes, FL 33016

305.908.8000
info@miamichristmaslights.com
www.miamichristmaslights.com

Customer Information

Walnut Creek in Pembroke Pines
Ronald Galvis
7500 NW 20th Street
Pembroke Pines, FL 33024
Ph: 786-503-1633
Em: rgalvis@sdsinc.org

Proposal Information

Estimate#: 22 -193

Estimate Subject: Walnut Creek Holiday Lights and Décor Project 2022 -Option A
Proposal Date: Jul 1, 2022
Lights on Date: Nov 7, 2022
Contract Term: 3 years after execution

Contract Expire Date: 2024 {{Initial}}

Product Details	Price	Units	Total
Area Description: Main entrance 26.02415402828028, -80.24034589843035	$ 0.00	1	$ 0.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) 8 medjool palms (4 on each side - entrance and exit)	$ 569.00	8	$ 4,552.00
Area Description: entrance - west side fountain 26.024241485082893, -80.24057158684957	$ 0.00	1	$ 0.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) on 3 palm trees behind the fountain	$ 469.49	3	$ 1,408.47
4 ft' red ornament to be placed on a platform in the middle of the fountain	$ 3,500.00	1	$ 3,500.00
Area Description: entrance east side fountain 26.024267972388014, -80.24008633503985	$ 0.00	1	$ 0.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) palm behind the fountain	$ 469.49	3	$ 1,408.47
4 ft' red ornament to be placed on a platform in the middle of the fountain	$ 3,500.00	1	$ 3,500.00
Area Description: Guard House 26.025298552380605, -80.24026734673383	$ 0.00	1	$ 0.00
Install warm white LED C7 white wire lights along the rooflines of the guard house.	$ 8.00	300	$ 2,400.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) on 3 palms at the back of the fountain	$ 569.00	3	$ 1,707.00
4 ft' red ornament to be placed on a platform in the middle of the fountain	$ 3,500.00	1	$ 3,500.00
Area Description : Sheridan St. 26.03087827672853, -80.24061866570655	$ 0.00	1	$ 0.00
Install warm white LED C7 white wire lights to be installed on both sides of the monument	$ 8.00	125	$ 1,000.00
Install Warm White 5MM LED icicle lights to be installed on both sides of the monument	$ 13.00	20	$ 260.00
Install white wired Warm White 5MM LED mini lights on the bushes at the base of the monument ** has an option to change the lights to whichever color the client prefers. Price will vary depending on the chosen color.	$ 40.00	20	$ 800.00
Area Description: Small Guardhouse at Sheridan St. 26.03038283753772, -80.24059885363327	$ 0.00	1	$ 0.00
Install warm white LED C7 white wire lights on the rooflines of the small guard house.	$ 8.00	150	$ 1,200.00
Install optical timers on all outlets. Timers are set to Dusk - Dawn	$ 25.00	5	$ 125.00

Sub Total	$ 25,360.94
Discount Terms	$ 0.00
Adjustments	$ 0.00

Grand Total $ 25,360.94

Pay Deposit Now Online $ 12,680.47

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes:

Power:TBD
Outlet Location:
Circuit Breaker Location:
Timer Hours:

Insurance

Miami Christmas Lights carries $3,000,000/$4,000,000 commercial liability and $1,000,000 workers compensation insurance.**To be added as an additionally insured please click here.**

Terms and Conditions

By signing here, I agree and understands that this Estimate, combined with theMiami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf of which I have read and understand are incorporated by reference herein, becomes a legally binding contract. Miami Christmas Lights will not begin any work until deposit is received

Name:_____ Signature:_____ Effective Date:_____



Entrance -West side fountain - Option A

Add a festive touch to the property with a 4 ft. custom made red ornament situated the middle of the fountain. It is certain to bring holiday cheer to folks as they stroll by the Walnut Creek!

MIAMI CHRISTMAS LIGHTS

Rendering are concepts only. Actual production may deviate from art.



Entrance - East side Fountain - Option A

MIAMI CHRISTMAS LIGHTS

Rendering are concepts only.
Actual production may deviate
from art.



Fountain - Guardhouse - Option A

MIAMI CHRISTMAS LIGHTS

Rendering are concepts only. Actual production may deviate from art.



Taft St Main Entrance

MCL patented laborless lights are the ultimate way to create a stunning entrance to the property. This is the perfect way to make your guests feel welcomed and appreciated this Christmas season!

MIAMI CHRISTMAS LIGHTS

Rendering are concepts only. Actual production may deviate from art.



Walnut Creek Guardhouse

Put a little Christmas spirit into the guard house of Walnut Creek! Brighten up the season with these warm white LED C7s along the rooflines of the Guardhouse and spread the holiday cheer! .

MIAMI CHRISTMAS LIGHTS

Rendering are concepts only. Actual production may deviate from art.



Main Exit at Sheridan St.

Whether you're looking for a classic look that recalls memories of childhood during the holidays, or a modern, sleek design to warm the hearts of your loved ones and friends, these warm white light adds a lovely glow to your Christmas Decor at the Walnut Creek monument.

MIAMI CHRISTMAS LIGHTS

Rendering are concepts only. Actual production may deviate from art.

Estimate

Miami Christmas Lights
14374 Commerce Way
Miami Lakes, FL 33016

305.908.8000
info@miamichristmaslights.com
www.miamichristmaslights.com

Customer Information

Walnut Creek in Pembroke Pines
Ronald Galvis
7500 NW 20th Street
Pembroke Pines, FL 33024
Ph: 786-503-1633
Em: rgalvis@sdsinc.org

Proposal Information

Estimate#: 22 -207

Estimate Subject: Walnut Creek Holiday Lights and Décor Project 2022 -Option B
Proposal Date: Jul 1, 2022
Lights on Date: Nov 7, 2022
Contract Term: 3 years after execution
Contract Expire Date: 2024

Product Details	Price	Units	Total
Area Description: Main entrance 26.02415402828028, -80.24034589843035	$ 0.00	1	$ 0.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) 8 medjool palms (4 on each side - entrance and exit)	$ 569.00	8	$ 4,552.00
Area Description: entrance - west side fountain 26.024241485082893, -80.24057158684957	$ 0.00	1	$ 0.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) on 3 palm trees behind the fountain	$ 469.49	3	$ 1,408.47
Install elegant, 7" LED illuminated acrylic landscape enhancing spheres on the rocks at the fountain	$ 146.35	5	$ 731.75
Area Description: entrance east side fountain 26.024267972388014, -80.24008633503985	$ 0.00	1	$ 0.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) palm behind the fountain	$ 469.49	3	$ 1,408.47
Install elegant, 7" LED illuminated acrylic landscape enhancing spheres on the rocks at the fountain	$ 146.35	5	$ 731.75
Area Description: Guard House 26.025298552380605, -80.24026734673383	$ 0.00	1	$ 0.00
Install warm white LED C7 white wire lights along the rooflines of the guard house.	$ 8.00	300	$ 2,400.00
Install patented co-axial LED warm white harness on 20' full (32" - 64" in circumference) on 3 palms at the back of the fountain	$ 569.00	3	$ 1,707.00
Install elegant, 7" LED illuminated acrylic landscape enhancing spheres to be installed on the rocks at the fountain	$ 146.35	5	$ 731.75
Area Description : Sheridan St. 26.03038186869822, -80.24060216663368	$ 0.00	1	$ 0.00
Install warm white LED C7 white wire lights to be installed on both sides of the monument	$ 8.00	125	$ 1,000.00
Install Warm White 5MM LED icicle lights to be installed on both sides of the monument	$ 13.00	20	$ 260.00
Install white wired Warm White 5MM LED mini lights on the bushes at the base of the monument ** has an option to change the lights to whichever color the client prefers	$ 40.00	20	$ 800.00
Area Description: Small Guardhouse at Sheridan St. 26.03038283753772, -80.24059885363327	$ 0.00	1	$ 0.00
Install warm white LED C7 white wire lights on the rooflines of the small guard house.	$ 8.00	150	$ 1,200.00
Install optical timers on all outlets. Timers are set to Dusk - Dawn	$ 25.00	5	$ 125.00

Sub Total	$ 17,056.19
Discount Terms	$ 0.00
Adjustments	$ 0.00
Grand Total	**$ 17,056.19**

Pay Deposit Now Online **$ 8,528.10**

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes:

Power:TBD
Outlet Location:
Circuit Breaker Location:
Timer Hours:

Insurance

Miami Christmas Lights carries $3,000,000/$4,000,000 commercial liability and $1,000,000 workers compensation insurance.**To be added as an additionally insured please click here.**

Terms and Conditions

By signing here, I agree and understands that this Estimate, combined with theMiami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf of which I have read and understand are incorporated by reference herein, becomes a legally binding contract. Miami Christmas Lights will not begin any work until deposit is received

Name:_____ Signature:_____ Effective Date:_____

SERVICES AGREEMENT
(Holiday Lighting)

THIS IS A SERVICES AGREEMENT ("Agreement"), dated the 16th day of March, 2017, between:

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

RANDY GILLMAN ENTERPRISES, LLC, a Florida Limited liability company, **d/b/a RANDY'S HOLIDAY LIGHTING**, whose principal address is 1982 Avenue L, Riviera Beach, Florida 33404 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the District and Contractor entered into a Services Agreement pertaining to the installation of holiday lighting and displays in certain designated areas of the District which will conclude and the end of the 2016-2017 holiday season; and

WHEREAS, Contractor and District desire to enter into another Services Agreement to provide for the installation of holiday lighting and displays in certain designated areas of the District for five (5) holiday seasons through the 2022-23 holiday season, under the terms and conditions of this Agreement and any amendments or extensions thereto, while also providing for a Scope of Work; and

WHEREAS, at a public meeting, the District Board of Supervisors authorized the proper District officials to execute this Services Agreement for Holiday Lighting.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations and responsibilities of Contractor are more particularly described herein and in the Scope of Work, attached hereto and incorporated herein as Exhibit A. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Included as part of the services to be provided by Contractor, but not limited to, are the following:

a. Provide all labor and materials necessary to complete the Scope of Work except as specifically stated in the Scope of Work.
b. Provide District with the materials set forth in the Scope of Work.
c. Clean, store, and secure materials when not in use.
d. All lights and materials shall be installed and fully operational by mid-November of each year of this agreement, on a mutually agreed upon day. Contractor will use best

efforts to have all lights and materials installed and operational before mid-November prior to the Thanksgiving Community event, of each year of this Agreement.

e. Contractor may begin removing the materials for cleaning and storage beginning on the second week of January of each year of this Agreement to be completed by January 25th of each year of this Agreement.

f. Provide service to lights and materials while displayed and in accordance with the Scope of Work.

g. Provide the services as described in Exhibit A and such other necessary services as are standard in the industry in order to perform under this Agreement.

All personnel provided by Contractor pursuant to this Agreement shall perform the Services hereunder in a professional manner, consistent with all state, local, and federal laws, rules, and ordinances. District may adjust the Scope of Services to be provided under this Agreement. In the event such adjustment in the Scope of Services results in additional labor or materials, Contractor shall first furnish District with a proposal for such additional work, which, if accepted by the District Board of Supervisors, shall become an amendment to this Agreement.

Section 3. Compensation. District shall pay to the Contractor the annual amounts set forth below, minus deductions for work/services removed from the Scope of Work for a particular year, due on the stated days and upon completion of the Scope of Work on an annual basis:

Contract Years	Annual Amount	Payable to Contractor
2017-18	$5,924.50	50% deposit in August, 2017 and final payment (remaining 50%) upon complete removal of lights and materials
2018-2023	$6,581.55	50% deposit in August, 2018 and thereafter each year of this Agreement and final payment (remaining 50%) upon complete removal of lights and materials

Contractor shall provide the District with an invoices for deposit and upon completion of the Scope of Work for a particular year. All invoices are due and payable upon receipt.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Scope of Work pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with the terms of this Agreement and related Scope of Work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related work.

Section 6. Indemnification. Contractor agrees to so conduct its activities upon the premises as not to endanger any person lawfully thereon and agrees to indemnify and hold harmless the District, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out or in any way connected to activity or inactivity of Contractor and resulting or occurring from any negligent act, omission or error of Contractor, its agents, members or guests, resulting in or relating to injuries to body, life, limb or

property sustained in, about, or upon the permitted premises or improvements thereto, or arising from the use of said premises.

Section 7. Insurance. Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to District of compliance with the following insurance requirements:

A. Commercial General Liability Insurance and Errors and Omission Insurance
$1,000,000 each occurrence, $1,000,000 general aggregate

B. Workers Compensation and Employers' Liability Insurance
$1,000,000 each occurrence

C. Automobile Liability Insurance
$500,000 each occurrence

Contractor shall pay for and maintain, at Contractor's expense, such insurance throughout the term and any extended terms of this Agreement.

District shall be named as an additional named insured on all required policies of liability insurance.

Section 7. Independent Contractor. Neither the Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.

Section 8. District Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Scope of Work under this Agreement.

Section 9. Term. The performance of services under this Agreement shall commence upon the execution of this Agreement. The term of this Agreement shall be five (5) years, subject to extension upon the mutual agreement of the parties.

Section 10. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 11. Electric. District shall provide all necessary and suitable electrical connections and outlets required by Contractor for the installation of decorations as provided in the Scope of Work, at District's expense.

Section 12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor. Additional work may be added to the Agreement upon the mutual agreement of the parties which additional work shall be in the form of an Amendment to the Agreement.

Section 13. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

Section 14. Termination. District may terminate this Agreement for convenience and without any liability therefor by providing written notice to Contractor no later than September

1st of the contract year in which termination is to be effective. District may reduce the total program provided under this Agreement by up to ninety (90%) percent, provided District provide written notice of such intention to Contractor prior to October 1st of any contract year in which the reduced program will be effective. District agrees that if the District terminates the Agreement for convenience prior to the expiration of its full five (5) year term, the District agrees to pay the Contractor $1,161.45, which consists of the fifteen (15%) discount being provided by the Contractor. If the District terminates the Agreement for cause, which is solely determined by the District, the District will not pay any additional amounts to the Contractor in exchange for the fifteen (15%) discount. Upon any termination of this agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to the District: Walnut Creek Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

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

B. If to Contractor: Randy Gillman Enterprises, LLC
d/b/a Randy's Holiday Lighting
1982 Avenue L
Riviera Beach, Florida 33404
Attn: Randy Gillman, President

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

Section 16. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have

complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 17. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 18. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Broward County, Florida.

Section 19. Sovereign Immunity. The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 20. 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 CONTRATOR'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 Beach Gardens, Florida 33410
TELEPHONE: 786-347-2711, Ext. 2011
EMAIL: GPEREZ@SDSINC.ORG

Section 21. Definitions. Terms used in this Agreement that are defined in the Request for Proposal shall have the meanings indicated therein.

Section 22. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 23. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 24. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 25. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or Exhibit A, the provisions in the main body of this Agreement shall govern over Exhibit A.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 27. Emergency Response. Contractor shall immediately respond and take necessary reasonable action in the event of an impending hurricane or other weather-related event or a declared state of emergency. Immediate response shall mean that Contractor shall provide sufficient staff, equipment, vehicles, and supplies necessary to provide protection to District property and the public from any damages or injury. It is not the intent of this section to require Contractor to remove all lights in the event of an impending hurricane or weather-related event.

Section 28. Acts of God. In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

Section 29. Responsibility for Losses. Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. District shall orally notify Contractor of any loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by District, whichever is later, and shall notify Contractor in writing within ten (10) days of such loss occurring or having been discovered by District.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chair, Board of Supervisors

9 day of May, 2017

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Chair of the Board of Supervisors for WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

My commission expires:

_____
Notary Public

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

My commission expires:

_____
Notary Public

Witnesses:

RANDY GILLMAN ENTERPRISES, LLC, a Florida limited liability company, d/b/a RANDY'S HOLIDAY LIGHTING

Lisa Gillman
Name: Lisa Gillman

By: Randy Gillman
Title: Owner/President

Name:

GIAN HOGGUER NOTARY PUBLIC My Comm. Expires June 18, 2018 No. FF 134209 STATE OF FLORIDA

(CORPORATE SEAL)

16 day of 03, 2018

STATE OF FLORIDA }
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me this 16 day of 03 2016, ~~2017~~ by Randy William Gillman, as Manager/President of RANDY GILLMAN ENTERPRISES, LLC, a Florida limited liability company, d/b/a RANDY'S HOLIDAY LIGHTING, who is personally known to me or has produced DL/FL as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

My commission expires: June, 18, 2018

Notary Public

Randy's holiday lighting

1982 Avenue L
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/1/2017	3689

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, FL 33410 786-347-2711	95 to Taft, go West 4 miles on the right University Drive is just to the West

Terms	Rep	Account #	Project
50% prior/50% upo...	RG		

Description	Qt	Cost	Total
THIS ESTIMATE IS FOR 2017 - 2021 (5 YEAR CONTRACT) TAFT ENTRANCE (EAST SIDE): Outline 2 signs on East side on entrance with 35' of clear C-7 lights per sign (1.5 amps/sign)	2	95.00	190.00T
Light multi trunked Phoenix Reclinata Palm with 25 sets of WARM WHITE LED mini lights	1	498.00	498.00T
Light bushes in front of pond with 25 sets of WARM WHITE LED mini lights (REMOVE FOR 2017 ONLY)	1	425.00	425.00T
TAFT ENTRANCE (WEST SIDE): Light short fan Palm in front of pond with 5 sets WARM WHITE LED mini lights	1	98.00	98.00T
Light bushes on each side of fan Palm with 20 sets of WARM WHITE LED mini lights (REMOVE FOR 2017 ONLY)	1	348.00	348.00T
TAFT ENTRANCE (CENTER): Light trunks & fronds of 8 Medjool Palms (4 on each side) with 30 sets of WARM WHITE LED mini lights each (18 fronds to be lit per tree)	8	598.00	4,784.00T
TAFT ENTRANCE (GUARD HOUSE): Outline the roofline edge of guard house with clear C-7 lights (250') (10 amps)	1	595.00	595.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal	
Sales Tax (0.0%)	
Total	

Print Name _____ **Signature**

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

Randy's holiday lighting

1982 Avenue L
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/1/2017	3689

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, FL 33410 786-347-2711	95 to Taft, go West 4 miles on the right University Drive is just to the West

Terms	Rep	Account #	Project
50% prior/50% upo...	RG		

Description	Qt	Cost	Total
SHERIDAN ENTRANCE: Outline the roofline edge of guard house with clear C-7 lights (60') (3 amps)	1	135.00	135.00T
Outline road sign with clear C-7 lights (35') (1 amp)	1	95.00	95.00T
Light lower bushes in front of sign and around entire median with 35 sets of WARM WHITE LED mini lights	1	575.00	575.00T
BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	0	0.00	0.00
FOR THE YEAR OF 2017 ONLY WE WILL REMOVE THE LINES: Light bushes in front of pond with 25 sets of WARM WHITE LED mini lights ($425 less 15%, actual reduced amount will be $361.25) AND: Light bushes on each side of fan Palm with 20 sets of WARM WHITE LED mini lights ($348 less 15%, actual reduced amount will be $295.80) FOR 2017 ONLY, THE INVOICED TOTAL AMOUNT WILL BE $5,924.50 ALL REMAINING YEARS THE TOTAL JOB WILL BE INVOICED AT $6,581.55)		0.00	0.00T
15% discount for 5 year contract - Customer agrees to spend not less than 90% of the first year contract price over the next two years in exchange for a 15% discount each of the 5 years. If customer decides to cancel the contract prior to the expiration of the contract, the customer will reimburse Randy's Holiday Lighting the amount of the discount given each of the prior years. Cancellation must occur in writing no later than September 1st of that year or the customer will be obligated for the full amount of the contract. (YEAR 1)	1	-1,161.45	-1,161.45T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal	
Sales Tax (0.0%)	
Total	

Print Name _____ **Signature**

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

Randy's holiday lighting

1982 Avenue L
Riviera Beach, FL 33404

Estimate

Date	Estimate #
8/1/2017	3689

Name / Address	Ship To
Walnut Creek Community Development Distri C/O Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, FL 33410 786-347-2711	95 to Taft, go West 4 miles on the right University Drive is just to the West

Terms	Rep	Account #	Project
50% prior/50% upo...	RG		

Description	Qt	Cost	Total
*Set-up, maintenance, take-down and storage is included. Maintenance is included from mid November through January 2nd. Repairs outside of that time will cost extra. Installation to be in mid-November and lights can be left up until the end of January at no additional charge. Lights to be left up beyond that time will incur additional charges. *All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job. *All prices are for leased product, unless otherwise noted. ***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no way to prevent GFI protected outlets from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. Please have someone check them each evening to ensure that power is going to the lights. *Electrical receptacles are necessary for each area to be lit. *All trees & palms must be substantially pruned by October 1st, failure to do so will result in pruning charges. *Installation dates are booked upon receiving your signed contract and a 50% deposit. *Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing. *Randy's Holiday Lighting reserves the right to use pictures of the above listed decor in promotional material. *All lighting outages, that we have no control over, i.e. vandalism, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be documented and billed as an additional charge. *We realize that your Holiday lighting is important, if your lights are not working properly or changes need to be made regarding the decorations, please call Randy's cell phone (561-452-8766) to request repair service. We guarantee to repair or replace them within 48 hours upon notice of the problem. **LICENSED & INSURED**	0	0.00	0.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.

Subtotal	$6,581.55
Sales Tax (0.0%)	$0.00
Total	$6,581.55

Print Name _____ **Signature** _____

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

Holiday Lighting Designs Inc.

Walnut Creek Community Development District
LED Design Proposal 2016

AREA A: Taft Entrance (East Side)

1. **Light the 2 signs on East side on Entrance**
   - Outline the signs with 35 feet of C-7 lights per sign
     - 70 feet of C-7 lights @ $5.50 per foot $385.00

2. **Light the multi trunks of Phoenix Reclinata Palm**
   - Heavily spiral wrap the trunks with 25 sets of LED lights total
     - 25 sets of LED lights @ $25.00 each $625.00
   - Equipment Fee $25.00

3. **Light the bushes in front of pond**
   - Heavily Scatter the bushes with 25 LED light sets
     - 25 sets LED lights @ $25.00 $625.00

Total for Area A: $1,660.00

AREA B: Taft Entrance (West Side)

1. **Light the trunk of 1 Short Fan Palm in front of pond**
   - Heavily spiral wrap the trunk with 5 sets of LED lights total
     - 5 sets of LED lights @ $25.00 each $125.00

2. **Light the bushes on each side of Fan Palm**
   - Heavily Scatter the bushes with 20 LED light sets
     - 20 sets LED lights @ $25.00 $500.00

Total for Area B: $625.00

AREA C: Taft Entrance (Center)

1. **Light the trunk and fronds of 8 Majual Palms (4 on each side)**
   - Heavily spiral wrap the trunk and nut with 12 sets of LED lights each
     - 96 sets of LED lights @ $25.00 each $2,400.00
   - Double wrap 18 LED fronds per tree
     - 144 LED fronds @ $25.00 each $3,600.00
   - Equipment Fee @ $100.00 per tree $800.00

Total for Area C: $6,800.00

AREA D: Taft Entrance (Guardhouse)

1. **Light the roofline edge of guard house**
   - Outline roofline edge with 250' of C-7 lights
     - 250' of C-7 lights @ $5.50 per foot $1,375.00
   - Equipment Fee $50.00

Total for Area D: $1,425.00

AREA E: Sheridan Entrance

1. **Light the roofline edge of guard house**
   - Outline roofline edge with 60' of C-7 lights
     - 60' of C-7 lights @ $5.50 per foot $330.00
   - Equipment Fee $50.00

2. **Light the road sign**
   - Outline the sign with 35 feet of C-7 lights total
     - 35 feet of C-7 lights @ $5.50 per foot $192.50

3. Light the bushes in front of sign around entire median

- Heavily Scatter the bushes with 35 LED light sets total
  - 35 sets LED lights @ $25.00 $875.00
- Outline the top edge of center wall with 20 feet of C-7 lights per side
  - 40 feet of C-7 lights @ $5.50 per foot $220.00

Total for Area E: $1,667.50

COST RECAP

AREA A:	Taft Entrance (East Side)	$1,660.00
AREA B:	Taft Entrance (West Side)	$625.00
AREA C:	Taft Entrance (Center)	$6,800.00
AREA D:	Taft Entrance (Guardhouse)	$1,425.00
AREA E:	Sheridan Entrance	$1,667.50

Total Job Cost with a 1 year LED contract:	**$12,177.50**
Total Job Cost with a 3 year LED contract (10% discount):	**$10,960.00**

Customer Awareness and Troubleshooting Sheet

The following is a list of items that Holiday Lighting Designs has compiled to inform you the customer of some very important issues pertaining to your holiday lighting program.

Tree/Hedge Trimming

To ensure that your holiday lighting and decorations are installed properly your trees must be trimmed prior to the installation of your lighting. Please have your entire tree trimming **completed** by October 1st.

Electrical Requirements

We here at Holiday Lighting Designs want your lighting to work just as much as you do, but with a faulty electrical system that just can't happen. We have provided you with our Electrical Requirement sheet. Although you may see outlets at the locations required they may not be able to handle the amount of amperage needed for your holiday lighting. Your electrician is the only one to determine if your circuits are suitable for your holiday lighting. Please have your electrician verify that all outlets are in proper working order as well. Should your electrician have questions please have them call our office at 561-734-7277.

Service of your Holiday Lights

Holiday Lighting Designs understands that your holiday lighting is only up and lit for a limited amount of time and that you, *OUR VALUED CUSTOMER,* want any service issues to be addressed as quickly as possible. We have taken several steps to help minimize service issues; however, if service is required please call our **24 hour service line at 561-734-7277** so that we can address your service needs as quickly as possible.

GFCI (Ground Fault Circuit Interrupter)

A GFCI is a device that has been installed to aid against electrical shock. When your holiday lights or outlets get wet from rain or sprinkler systems your GFCI will trip and need to be reset. Please have your sprinkler times changed to a time when your holiday lighting is off. Mornings are a good time. In order to reset your GFCI outlet simply depress the "red" button. This can only be done when lights and outlets are dry. Holiday Lighting Designs is not responsible for resetting the GFCI outlets.

Lights do not turn off

Some customers have holiday lights that remain lit 24 hours a day. The main cause is that the electrical system is not hooked up to a time clock or photocell. Holiday Lighting Designs will install temporary timers at a charge of $25.00 each should you want this option.

Disconnecting and or Lighting Removal

Holiday Lighting Designs will send an email to you between January 2nd -4th asking when you would like to have your lights TURNED OFF. This does not mean removed. All lighting will be removed between the first week of January to the first week of February unless otherwise indicated.

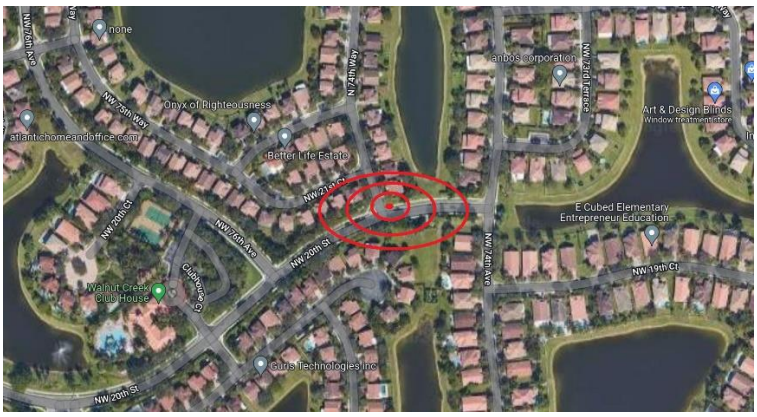
Contact Information

6778 Lantana Road, Suite 6
Lake Worth, FL 33467
Phone: 561-734-7277
Fax: 561-948-2347
E-mail: CustomerService@FloridaLightingDesgins.com

Walnut Creek CDD Monuments and Pavilion EIFS & Stucco Repairs	
Ocean Plaster & Paint Corp.	Elite Property Services
Scope: Rebuild damaged cornices with EIFS and repaint for 2 Monuments (Maple Glen & Sheridan Entrance) Stucco repair and paint for the affected area of the pavilion structure behind East Waterfall by Taft ST. Entrance.	
Total Price: $18,100.00	Total Price: $11,500.00
	*50% Deposit Required

Maple Glen Monument:







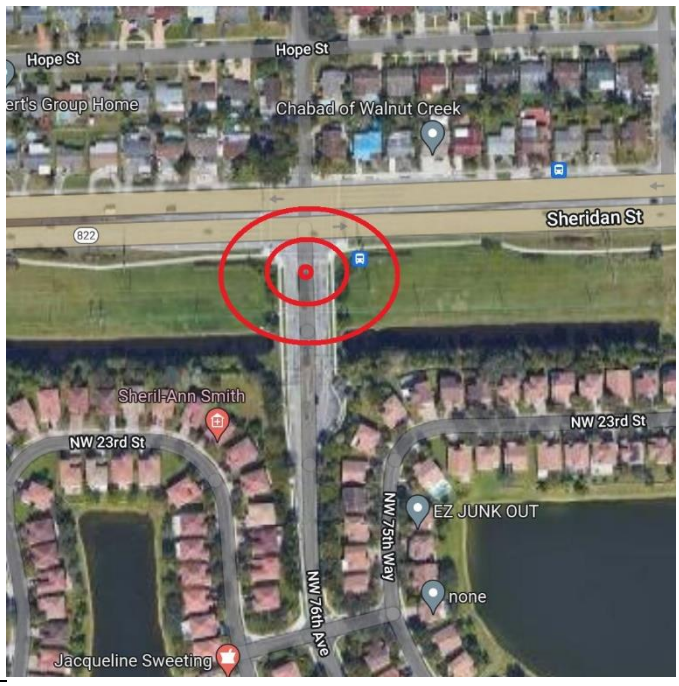






Sheridan Entrance Monument:



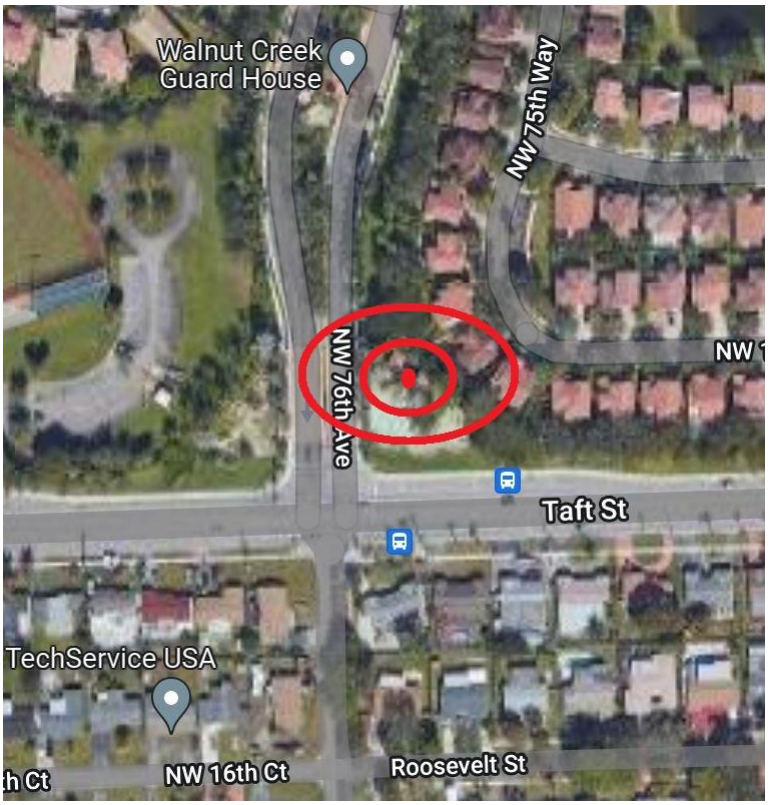






Taft – East Waterfall Structure:





OCEAN PLASTER & PAINT CORP

PROPOSAL

Owner Information

Name	Ronald gavis
Address	Walnut Creek
City, State ZIP	
Phone	
Email	rgalvis@sdsinc.org
Project name	Walnut Creek CDD

Contractor Information

Company	OCEAN PLASTER & PAINT CORP
Name	MIGUEL AVILA
Address	1775 SW 9TH ST
City, State ZIP	MIAMI, FL 33135
Phone	(786) 973-1802 - (412) 523 8135
Email	OCEANPLASTER07@GMAIL.COM
Scheduled date to start	

Scope of Work

Maple Green Monument: Rebuild cornice with EIFS and repaint - $9,100
Sheridan Entrance Monument: Rebuild cornice with EIFS and repaint - $6,000
Taft- East Waterfall structure: Stuco work and repaint - $3,000

PROPOSAL INCLUDES

•ALL LABOR •ALL MATERIAL
•EQUIPMENT

Company Proposal

WE, OCEAN PLASTER & PAINT CORP, PROPOSE THE ABOVE SCOPE OF WORK, FOR THE AMOUNT OF **$18,100**

Submitted by (Company Representative) **Date**

Owner Acceptance

Submitted by (home owner or authorized representative) **Date**

Elite Property Service
& Painting Corp.

Proposal submitted to:

Walnut Creek Community District
C/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Repair EFIS on 2 monument signs at Walnut Creek and Repair Stucco and Repair in the Taft. ST, Entrance Pavilion Located at 1800 NW 76th Ave, Pembroke Pines FL.

Scope of Work:

1. Apply a bonding primer.
2. Apply a skim coat of hydraulic Cement as needed
3. Apply Sherwin Williams Elastomeric coating applied to smooth and uniform finish.

Work Schedule

Monday to Friday from 7:30 to 4:30

Payment Schedule

50% upon Signing of Contract
50% upon Completion of Work

Proposal Sums:

$11,500.00

WHEN DULY SIGNED AND DATED, THIS PROPOSAL SHALL BE A BINDING CONTRACT BETWEEN THE PARTIES INVOLVED.

---	---
District	Elite Property Service
Title & Date: _____	Title & Date: _____

REGIONS SECURITY
"Ensuring A Safer Tomorrow"

POST ORDERS

SPECIFICALLY PREPARED FOR:

Walnut Creek Homeowners Association

1800 NW 76th Avenue Pembroke Pines, FL, 33025



Regions Security Services, Inc. ● 1100 NW 72nd Ave, Miami, FL 33126
Telephone: (305) 517-1266 ● Fax: (305) 517-1267 ● www.RegionsSecurity.us

Confidential: Post Orders contain proprietary and confidential information of Regions Security Services, Inc. and may not be copied or reproduced without prior and expressed consent.

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Contact List

Regions Security Services, Inc.:
1100 NW 72nd Ave
Miami, FL 33126
www.RegionsSecurity.us
(305) 517-1266 – Office
(305) 517-1266 - 24/7 Dispatch
Operations@RegionsSecurity.us

Special District Services (CDD)
786-347-2711

Cliff Cole, Property Manager
Tel: (954) 985-8529
WalnutCreekFLA@comcast.net



At Shift Start

- Arrive on time (15 minutes prior preferably) to your shift start.
- Take a brief tour around the community and note any vehicles in violation.
- Report on duty by signing into the required system(s) or if not available call the on/off duty line.
- Inspect equipment and make sure they are in working order and you have everything you need.
- Talk to previous shift personnel if any about any incident that occurred during their shift.
- Check in with Property Management at your post when you arrive, let them know you are on duty and you are available to assist them.

At Shift End

- Clean and tighten up your station or area.
- Inspect all equipment and make sure everything is in working order.
- Leave equipment such as Tablet or Cellphone charging for the next shift.
- Debrief your relief on any incidents, latest information received, or procedures implemented.
- Report off duty by signing into the required system(s) or if not available call the on/off duty line.

Rules to Abide By

- Sleeping on duty calls for immediate termination.
- There are to be no newspapers, books, magazines or distracting reading material of any type.
- There are to be no radios, TV's, headphones or distracting electronic devices of any type.
- Don't leave the property during your shift unless properly relieved by a coworker or Supervisor.
- Cellphone usage is to be kept to emergency situations only while on duty.
- You may not have Friends, Family Members or Guests of any kind on the property.
- You must arrive and depart the property in complete uniform.
- Regions Security does not permit smoking while on duty.

Breaks

Bathroom use is to be kept brief and not to be abused of. You are entitled to a working break. This means during down time you may take your lunch but must remain attentive during this time.

Telephone Etiquette

When answering the phone use proper greeting according to the time of day. **Example:** Good Evening, Site Name, "Your Name" speaking, how may I help you. Always address people with Sir, Mam, Mr. or Ms. Use proper closing of a conversation with a "Thank you…". If you receive a complaint make sure to document the caller's name, unit number, phone number and reason for calling. Investigate the complaint and after resolving the issue, contact the resident and inform him/her the issue was resolved.

Noise Complaints

When a noise complaint is received by a resident, ask the resident for the unit of the residence where the noise is coming from. Once the unit has been identified, proceed to the unit and ask resident to lower the noise as there are several residents who have complained about the noise. If no one answers or the noise continues after speaking with the resident, contact the Police. In any case, an Incident Report must be submitted. Excessive noise is restricted between 11:00 pm and 7:00 am.

Access Control

Access to Visitors

Walnut Creek uses the SOS VMS system. All gatehouse guards are trained on this system prior to them servicing the guardhouse.

All visitors must be properly processed before being granted access to the community. Visitors must clearly identify which address they are visiting. You are to input the visitor's driver's license using our Visitor Management System application in addition to the license plate number.

The Visitor Management System must be used for every visitor. Should the system go down, you may revert to using paper logs.

There are two types of passes at Walnut Creek, an overnight pass and an extended pass.

- Overnight passes are issued by you, the guard. Overnight passes are valid for 24 hours and are generated automatically by the SOS system when you process a visitor.

- Extended passes are issued by the management office and can be valid for up to an entire month. For an extended pass, the resident must request it in writing and in person at the management office.

You should carefully monitor the flow of people/vehicles through the gatehouse and other points of access that can be seen from the CCTV system. You will learn the normal patterns of traffic and for what purposes people regularly enter the property. When assisting someone who is visiting a resident, follow proper protocol as listed below:



1. Greet politely, Ask for their name and a photo ID
2. Ask what resident they are visiting
3. Contact the resident and ask for approval.
4. Process the visitor in the Visitor Management System
5. Provide access to the visitor and once again greet visitor with a "have a good day".

If the individual(s) attempting to enter through the visitor lane are residents of the community, follow proper protocol as listed below:

1. Greet politely, Ask for their name and a photo ID
2. Make sure the name in the Visitor Management System matches the name on the driver's license.
3. Return the resident their ID and greet them with "have a good day".

Public Services

Officer will allow automatic access to public service vehicles which include:

- DHL
- U.P.S
- FEDEX
- USPS
- FPL
- BELLSOUTH
- AT&T
- COMCAST XFINITY
- SCHOOL BUSSES,
- WASTE MANAGEMENT
- PUBLIC UTILITY VEHICLES (POWER, GAS, ELECTRIC, WATER, SEWER ETC…)

Overflow Traffic

- No matter the cause, you must NOT allow traffic to reach the main road. Doing so causes build-up on the main street and poses a liability concern for Walnut Creek.

- Should you notice traffic start reaching the main street, you must immediately begin letting visitors in without calling while noting their information down on the overflow log, found inside the site binder. Additionally, you must immediately submit an incident report under the "information" category that you had to begin using the overflow log due to heavy traffic build-up.

SAMPLE OF OVERFLOW LOG

REGIONS SECURITY — OVERFLOW CONTROL LOG — WALNUT CREEK HOMEOWNERS ASSOC.

DATE	TIME	VEHICLE MAKE	COMPANY NAME (IF ANY)	LICENSE PLATE	NOTES

Page 1

Deliveries & Services by Service Providers
Construction, services, or other activity that would generate excessive noise are not allowed on site from 7:30pm to 7:30am.

If someone is attempting to move in, you must get prior authorization from the management office by calling 954-985-8529.

Service Providers are allowed after-hours only for the following emergency repairs or services:

- Air Conditioner
- Water
- Electricity

Should a service provider be allowed in after hours for an emergency repair, it must immediately be documented in an incident report.

Deliveries such as food or medication are allowed in at any time, as these are essential services.

Residents Entering Via Visitor Lane
Residents should always use the resident lane. If a resident attempts to enter via the visitor lane, they must be processed as if they were any other visitor.

Visitors Entering More Than Once Per Day
Visitors entering more than once per day should be processed each time without fail.

Gate Damage
When damage to a gate arm or property occurs, the officer will get a vehicle description, license plate number, time of incident and direction of travel. The officer will notify the shift supervisor of the situation immediately in addition to an incident report. If the officer does not observe the damage, he/she is to report a timeframe in the incident report. In all cases, **POLICE MUST BE CALLED,** and a case number must be received and logged in an incident report.

- If gate damage occurs outside of rover hours, Security Officer is to notify management staff immediately so that they can remove the damaged gate arm.
- If gate damage occurs during rover hours, Security Officer is to notify the rover so that they can remove the damaged gate arm and properly close off the area with caution tape and cones.

No matter what time gate damage occurs, you must also contact Regions Security's dispatch center (305) 517-1266 and notify the on-duty dispatcher of the gate damage immediately. The on duty dispatcher will then make a gate service request.

NOTE: This includes the resident gate leading to Sheridan Street.

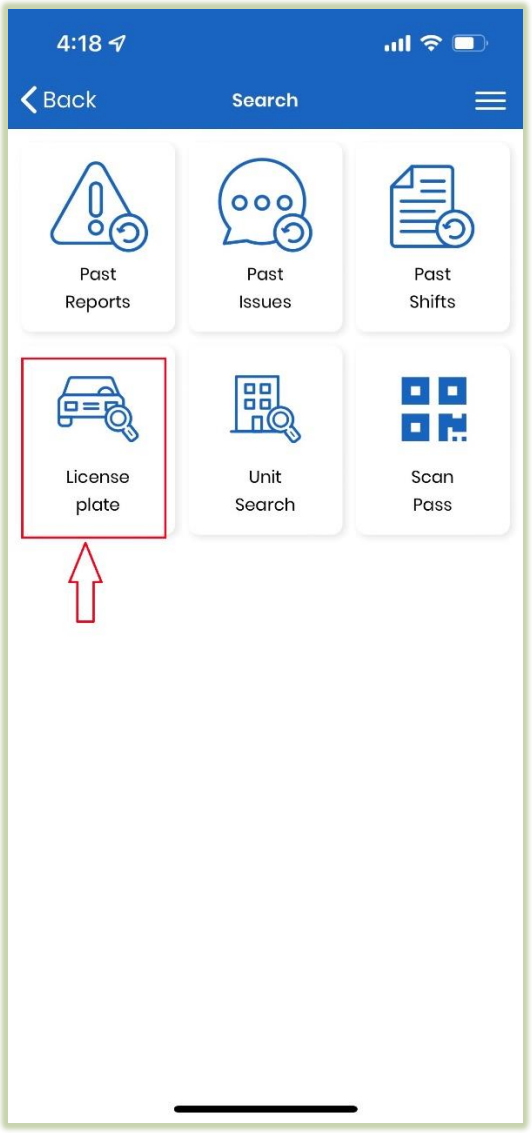
Trespassing
A person is considered to be trespassing if the person entered the property without permission. This includes tailgating. You must contact police if this occurs. If a vehicle tailgates, get their license plate number and provide it to police as well. All incidents will be documented and reported to Property Management and Regions Security. In any case, an Incident Report must be submitted.

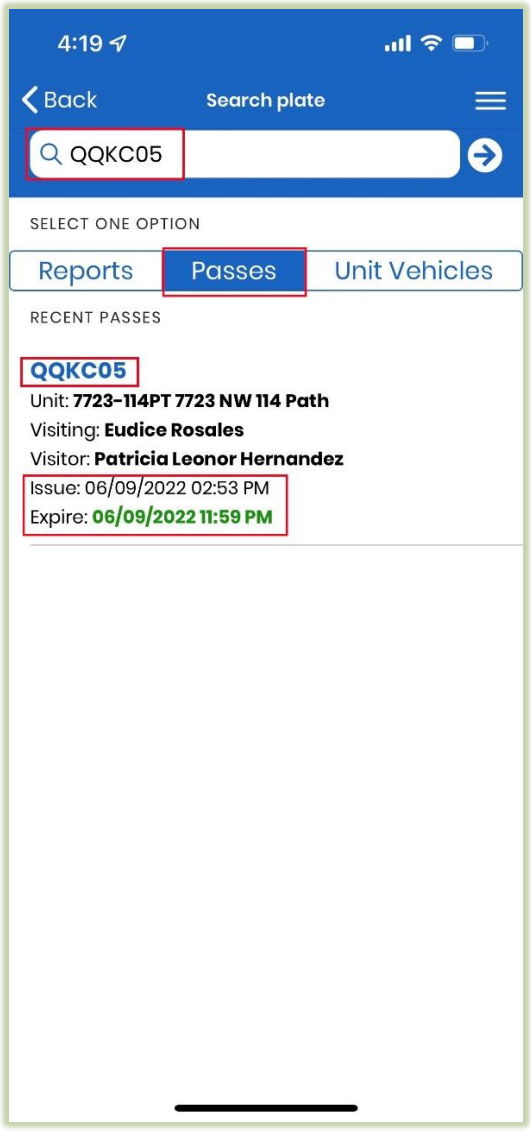
The pool must be clear of trespassers. Site cameras will reveal if there are any personnel in the pool after dark, which is considered to be trespassing.

Parking Enforcement

It is essential that prior to starting his shift, the rover pass by the guardhouse and note down any vehicles processed using the overflow log. These vehicles will NOT have a virtual pass and will not appear on the system.

All vehicles parked in a visitor's guest parking space must have a valid visitor pass. You can see if the vehicle has a valid pass by opening your SOS application, tapping on "search" (magnifying glass icon), then "license plate". In the search bar, type in the vehicles license plate. Make sure you select "passes" after you search for the license plate.





Issue a sticker and tow on the 3rd warning:

DO NOT TOW OR STICKER VEHICLES PARKED IN DRIVEWAYS! If a vehicle is in violation and it is parked on a driveway, simply take a picture of it and submit a parking violation report with the address.

- Any vehicle in a visible state of disrepair or inoperable condition (ex: broken window, missing door, flat tire, etc..) that is parked in a common area or visible to anyone in common areas.
- Any guest vehicle parked in a guest space without a visitor pass/with an expired visitor pass, or not listed on the gatehouse overflow log. This includes residents.
- Commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of any other kind; recreational vehicles (RV's, jet skis, ATV's); boats, or boat trailers that are stored in the common areas or visible to anyone from the common areas.
- Oversized trucks such as dump trucks, delivery trucks (uHaul) or vans, moving vans, truck cabs or flat bed trucks.
- Vehicles parked in the office/clubhouse parking lot after hours.

Tow immediately:

- Vehicles parked on the street between 10pm and 7am
- Vehicles parked on the grass or obstructing the sidewalk

Fire Alarm System

When the fire alarm is activated, locate the exact location of the alarm that has been activated in order to investigate the cause.

If a fire <u>is</u> detected:

- Call 911 immediately
- Report your findings to the Property Management
- Alert residents and assist as necessary

If a fire <u>is not</u> detected:

- Alert residents of the false alarm
- Continue to monitor the situation and contact Property Management

Water Leaks & Floods

Water leaks can pose a serious problem as well as hazards to the property. If you observe or receive a report of a visible and/or comprehensible water leak the following steps should be taken:

1. Attempt to determine the source
    a. Sprinkler line
    b. Domestic water line
2. Contact Property Management to report the problem
3. Take photographs of damages and submit an Incident Report with assessment of damage

Body Cam

The rover is required to wear and use the body cam when interacting with any resident or personnel. Body cams serve as backup in the event that a conversation needs to be reviewed for any reason.

Rover Procedures

- Security Officer(s) shall complete the required patrol rounds, observe (front, back, and sides) and report any and all findings. It is imperative that the roving officer patrols the community and stays away from the guardhouse unless he/she is taking over the guardhouse due to a virtual guard system failure, is on his/her lunch break or is attending to an incident.

- Security Officer will ensure to conduct the required parking enforcement as specified in the "parking enforcement" section.

- Security Officer shall make sure that the playground is unlocked before departing the property.

- Security Officer shall note and follow through with anyone who appears to be suspicious after the hours of midnight. Should the roving officer feel safe to do so, he/she may approach and question the suspicious person. If the roving officer feels unsafe doing so, he/she may call police to report the suspicious activity.

- While patrolling the property, inspect all areas to include light poles and alleys (foot patrol). Report any and all deficiencies observed.

- Any objects that are left in common areas must be reported. Basketball hoops, trampolines, furniture or any other miscellaneous objects or items left on the property need to be thoroughly reported. If the item is left out for pickup by the county and they have a sign, guards must include a picture of the sign.

- This officer will inspect the floors, walls, fire equipment and outside premises and report any unusual condition.

- Will respond immediately to fire alarms, burglar alarms and medical emergencies reported by a resident or pedestrian within the community.

- No mechanical repairs are allowed in the common areas of the community. That includes oil changes. Only essential repairs that will get a vehicle moving are allowed such as jump starting a battery or changing out a flat tire.

- Things to look for/assist with:
    - Water Leaks/Floods
    - Lights Out
    - Smoke/Fire
    - Fire Hazards
    - Expired Fire Extinguishers
    - Defective equipment
    - Trespassers
    - Security Breaches
    - Unauthorized vehicles
    - Inoperable Vehicles
    - Nonfunctional or malfunctioning fountains

  In any case, an Incident Report must be submitted.

Trespassing

A person is considered to be trespassing if the person entered the property without permission. You will make contact with the subject and verify that they entered illegally and if so, the subject will be asked to leave the property. If the subject refuses to leave the property, the local police department will be called. All incidents will be documented and reported to Property Management and Regions Security. In any case, an Incident Report must be submitted.

Access by Law Enforcement, Fire Department and Process Servers

Representatives from the state attorney's office, and local fire and police departments may have access to the premises and visit units to see residents without prior approval by the resident. But the following criteria must be met before this can happen:

A. Law enforcement officers with either search warrants or arrest warrants are allowed on the premises automatically and will be allowed to go to the unit without resident's approval.
B. Appropriate badge and ID are to be displayed which matches the law enforcement agency and name given.
C. The papers being served must clearly and unmistakably indicate the name of the resident, and the law enforcement agency and the purpose of the service.
D. An Incident Report must be completed on the matter.

Private companies do not have the privilege of automatic entry nor do they deserve it. A private process server who is not a police officer is not an officer of the court. Nor is it obstruction of justice to keep them out. They are on private property and they have no rights at all.

Emergency Vehicles

Ambulance, fire rescue, fire vehicle, and police are all to be allowed automatic access in an emergency. Always ask where they are going so the Field Supervisor may be dispatched to the location to assist emergency team as needed.

DO NOT ATTEMPT TO CHALLENGE ANY SUCH EMERGENCY VEHICLE OR CREATE ANY DELAY WHEN. THEY ARE RESPONDING TO LIVE THREATENING EMERGENCIES EVERY SECOND COUNTS!





Incident Reports

Your job is to observe and report. Including report writing is very important because, among other things, it protects you as well as others involved. **Incident Reports** are often used in the court of law as a legal document. Incident reports **must** be taken for any complaint, injury, vandalism, theft, crime, or potentially dangerous situation whether it has occurred or may occur. Call the corporate office to report what happened.

All incidents that become public matters should have a case or alarm #. Ask the Police Officer or Fire Fighter to give you a case or alarm #.

All complaints received must be directed to Regions Security Services Inc, immediately. Make sure to listen to the persons issue until the very end. Do not cut the person off or prevent them from finishing what they need to say. Even if you know the person is wrong here them out to the very end than offer your assistance and advice. Make sure to always obtain the persons full name, contact number and address or vehicle info depending on the situation.

When writing an Incident Report, it is important that you include Who, What, Where, When, Why, and How details to submit a proper report.

All reports will be written and submitted via SOS. If the system is down use your backup physical reports.



MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 7, 2022

RE: 2022 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2022 – 220, Laws of Florida (HB 7055). The legislation prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident and establishes penalties and fines for certain ransomware offenses against a government entity[1]. The law provides that a ransomware offense is punishable as a first degree felony. The legislation further provides that an employee or contractor of a government entity, with access to the government entity's network, who willfully and knowingly aids or abets another in the commission of a ransomware offense against the government entity commits a felony of the first degree. The law defines the severity level of a cybersecurity incident in accordance with the National Cyber Incident Response Plan. State agencies and local governments must report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible, but no later than 12 hours after the discovery of the incident. Local Governments must also report the incident to the local sheriff's office. The legislation requires state agency and local government employees to undergo certain cybersecurity training within 30 days of employment and annually thereafter. The law requires local governments to adopt cybersecurity standards that safeguard the local government's data, information technology (IT), and IT resources. Counties with a population less than 75,000 and municipalities with a population less than 25,000 must adopt the standards by January 1, 2025. The legislation expands the purpose of the Cybersecurity Advisory Council (CAC) to include advising local governments on cybersecurity and requires the CAC to examine reported cybersecurity and ransomware incidents to develop best practice recommendations. The effective date of this act is July 1, 2022.

2. Chapter 2022 – 221, Laws of Florida (HB 7057). The legislation provides a general public record exemption in ch. 119, F.S., for the following information held by an agency:

[1] The bill defines the term "government entity" to mean any official, officer, commission, board, authority, council, committee, or department of the executive, judicial, or legislative branch of state government; state universities; and any county or municipality, special district, water management district, and any other district in this state.

- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of IT systems, operational technology systems, or data of an agency.
- Information relating to critical infrastructure.
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents.
- Cybersecurity incident information reported pursuant to Sections 282.318 or 282.3185, F.S.

The law also creates a public meeting exemption for any portion of a meeting that would reveal confidential and exempt information; however, any portion of an exempt meeting must be recorded and transcribed. The recording and transcript are confidential and exempt from public record requirements. The legislation provides for release of the confidential and exempt information in certain instances and authorizes agencies to report information about cybersecurity incidents in an aggregate format. The law provides for repeal of the exemptions on October 2, 2027, unless reviewed and saved from repeal by the Legislature, and provides a public necessity statement as required by the Florida Constitution. The effective date of this act is July 1, 2022.

3. Chapter 2022 – 140, Laws of Florida (HB 7001). In 2018, the electorate of Florida amended the state constitution to prohibit lobbying by certain public officers both during public service and for a six-year period after leaving public office. This legislation implements the new constitutional public officer lobbying prohibitions. The prohibitions address lobbying on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision. It provides that the prohibitions apply to persons in public office on or after December 31, 2022. It authorizes the Commission on Ethics (Commission) to investigate and determine violations of the new prohibitions. The bill provides a range of penalties for violations and directs the Commission to report post-service lobbying violations and recommended punishment to the Governor for imposition of penalties. The prohibitions affect the following officers:

- Statewide elected officers;
- Members of the Legislature;
- County commissioners;
- Constitutional county officers and county charter officers;
- School board members;
- School superintendents;
- Elected municipal officers,
- Elected special district officers in special districts with ad valorem taxing authority; and
- Secretaries, executive directors, and other administrative heads of executive branch departments.

The effective date of this act is December 31, 2022.

4. Chapter 2022 – 97, Laws of Florida (HB 7071). The legislation provides for a number of tax reductions and other tax-related modifications designed to directly impact both families and businesses. Of interest to Special Districts is the provision that provides tax relief to parcel owners affected by a sudden and unforeseen collapse of a residential building. The law requires the tax collector to abate all taxes and non-ad valorem assessments for the year in which the destruction occurred, and the property appraiser must notify the owners of the abatement. The condition of the residential improvement on January 1 of the year the property was destroyed must have been in such a state that the residential improvement had no value due to a latent defect of the property not readily discernable by inspection. Parcel owners whose property tax is abated are not required to make a payment and property appraisers and tax collectors are prohibited from issuing tax notices. The legislation requires tax collectors to refund tax payments made for taxes levied in the year of collapse. The law requires value adjustment boards to dismiss petitions from parcel owners challenging the value of the parcel for the year of the collapse. The legislation also provides for the following sales tax holidays:

- Back to School July 25 to August 7
- Disaster Preparedness May 28 to June 10
- Energy Star Appliances September 1 to February 28
- Freedom Week[2] July 1 to July 7
- Tools used by Skilled Trade Workers September 3 to September 9
- Diapers July 1, 2022 to June 30, 2023
- Baby and Toddler Clothing July 1, 2022 to June 30, 2023
- Children's Books May 14 to August 14
- Impact resistant Windows and Doors July 1, 2022 to June 30, 2024

Section 197.3195, Florida Statutes, as created by this act, applies retroactively to January 1, 2021. The effective date of this legislation is July 1, 2022.

5. Chapter 2022 – 83, Laws of Florida (HB 1411). The legislation promotes the use of floating solar facilities by requiring local governments to allow these facilities as a permitted use under certain conditions and to amend its land development regulations to promote the use of floating solar. Floating solar is a concept that refers to any type of solar array that floats atop a body of water. The legislation defines "floating solar facility" as a solar facility, as defined in s. 163.3205(2), F.S., which is located on wastewater treatment ponds, abandoned limerock mine areas, stormwater treatment ponds, reclaimed water ponds, or other water storage reservoirs. Under the law, counties and municipalities may adopt ordinances specifying buffer and landscaping requirements for floating solar facilities, however, such requirements may not exceed the requirements for similar uses involving the construction of other solar facilities that are permitted uses in agricultural land use categories and zoning districts. The effective date of this legislation is July 1, 2022.

6. Chapter 2022 – 202, Laws of Florida (HB 967). The legislation requires the turfgrass science program at the University of Florida Institute of Food and Agricultural Sciences

[2] Specified admissions (live music events, live sporting events, movie theater tickets, gym access, entry to fairs and festivals, etc.) and items related to recreational activities.

(UF/IFAS), in coordination with the Department of Environmental Protection (DEP), to administer certification for golf course best management practices (BMPs) in order to provide a means of documenting and ensuring compliance with BMPs for fertilizer application to golf courses. The law requires UF/IFAS to provide training and testing certification programs and to issue certificates demonstrating completion of such programs. The certification expires four years after the date of issuance, and recertification is available if an applicant completes continuing education. Persons certified in golf course BMPs are exempt from additional local training and from local ordinances relating to water and fertilizer use, blackout periods, or restrictions unless a state of emergency is declared. The legislation encourages UF/IFAS to create a registry of persons certified on its website. The effective date of this legislation is July 1, 2022.

7. Chapter 2022 – 103, Laws of Florida (HB 7049). The legislation gives a governmental agency the option to publish its legal notices on the publicly accessible website of the county in which it lies instead of in a printed newspaper or on a newspaper's website if doing so would cost less than publishing legal notices in a newspaper. The law requires a special district spanning the geographic boundaries of more than one county and opting to publish legal notices on a publicly accessible website to publish its legal notices on the publicly accessible website of each county within its boundaries. A link to legal notices published on a publicly accessible website must be conspicuously placed on or accessible through a direct link from the (1) publicly accessible website's homepage; and (2) the homepage of the website of each governmental agency publishing legal notices online. A governmental agency publishing legal notices on a publicly accessible website must (1) give notice in a newspaper or in a mailed or delivered publication, at least annually, that property owners and residents may receive legal notices from the governmental agency by first-class mail or e-mail upon registering with the agency; and (2) maintain a registry of property owners and residents who request in writing to receive legal notices from the governmental agency by mail or e-mail. The effective date of this act is January 1, 2023.

8. Chapter 2022 – 216, Laws of Florida (HB 1057). The legislation provides that when an agency is determining whether a vendor is a responsible vendor, an agency may establish financial stability criteria and require a vendor to demonstrate its financial stability. If an agency requires a vendor to demonstrate its financial stability during the competitive solicitation process, the agency must accept any of the following documents as evidence of the vendor's financial stability:

- Audited financial statements that demonstrate the vendor's satisfaction of financial stability criteria.
- Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
- For a vendor with annual revenues exceeding $1 billion, a letter containing a written declaration issued by the chief financial officer or controller attesting that the vendor is financially stable and meets the definition of financial stability.
- For a vendor with annual revenues of $1 billion or less, documentation, based on criteria established by the agency, evidencing that the vendor is financially stable and meets the definition of financial stability. The criteria established by the agency must be reasonably related to the value of the contract and may not include audited financial statements.

The law does not prohibit agencies from accepting additional documentation as evidence of financial stability and it does not preclude an agency from requiring a performance bond for the duration of the contract, when appropriate. The legislation defines the term "financial stability" to mean, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract. The legislation is effective upon becoming law.

9. Chapter 2022 – 190, Laws of Florida (SB 1062). The relevant portion of this legislation provides that service of process against any municipal corporation, agency, board, commission, department, subdivision of the state or any county that has a governing board, council, or commission or which is a body corporate must be served on the registered agent. However, if the entity does not have a registered agent, or if the registered agent cannot be served after one good faith attempt, the entity must be served:

- On the president, mayor, chair, or other head thereof, and in the absence of the aforementioned;
- On the vice president, vice mayor, or vice chair, and in the absence of the aforementioned;
- On any member of the governing board, council, or commission, the manager of the governmental entity, or an in-house attorney for the governmental entity, and in the absence of the aforementioned;
- On any employee of the governmental entity at the main office of the governmental entity.

The effective date of this legislation is January 2, 2023.

10. Chapter 2022 – 76, Laws of Florida (SB 882). The legislation requires each of the state's five regional water management districts (WMD), as part of its district water management plan and in cooperation with local governments, to develop a list of critical wetlands to be acquired using funds from the Land Acquisition Trust Fund. The WMD must consider the following criteria in designating a wetland for inclusion on the list:

- The ecological value of the wetland as determined by the physical and biological components of the environmental system;
- The effect of the wetland on water quality and flood mitigation;
- The ecosystem restoration value of the wetland; and
- The inherent susceptibility of the wetland to development due to its geographical location or natural aesthetics.

The law requires that before adopting or amending its list of critical wetlands, each WMD must notify property owners whose property the WMD is contemplating including on the list. A property owner who wishes to remove their property from the list must submit a letter to the WMD requesting such removal and sufficiently identifying the property. The WMD must approve the removal if those requirements are met. The effective date of this act is July 1, 2022.

11. Chapter 2022 – 121, Laws of Florida (SB 518). The legislation amends s. 163.045, F.S., to clarify that a local government may not burden a property owner's rights to prune, trim, or remove trees on his or her own residential property if the tree "poses an unacceptable risk" to

persons or property and the property owner possesses "documentation" from a landscape architect or certified arborist. A tree poses an "unacceptable risk" if removal is the only means of practically mitigating the risk below "moderate." The law also adds definitions for the terms "documentation" and "residential property." The definition for "documentation" requires that an onsite assessment be made in a certain manner by a specified type of certified arborist or architect. The bill defines "residential property" as a single-family detached building located on a lot that is actively used for single-family residential purposes. The effective date of this act is July 1, 2022.

12. Chapter 2022 – 89, Laws of Florida (HB 7053). To assist local governments in resilience planning, this legislation creates the Resilient Florida Grant Program (grant program), which authorizes the Department of Environmental Protection (DEP) to provide grants to a city or county to fund the costs of community resilience planning. In addition, the law directs DEP to develop an annual Statewide Flooding and Sea Level Rise Resilience Plan (plan), which consists of a list of ranked projects submitted by cities and counties that address risks posed by flooding and sea-level rise. With respect to the plan, the legislation requires DEP to rank and include in the plan all eligible projects that were submitted for the plan and to include a detailed narrative overview describing how the plan was developed. The bill authorizes special districts that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility to submit projects for inclusion in the plan. This act is effective July 1, 2022.

13. Chapter 2022 – 266, Laws of Florida (SB 4-C). This legislation dissolves all independent special districts established by a special act prior to the ratification of the Florida Constitution on November 5, 1968, if those districts have not been reestablished, re-ratified, or otherwise reconstituted by special act or general law after such date. Such special districts will be dissolved effective June 1, 2023. The following six districts appear to operate pursuant to a charter, which predates the 1968 Florida Constitution and was not reestablished, re-ratified, or otherwise reconstituted by a special act or general law after November 5, 1968:

- Bradford County Development Authority (Bradford County)
- Sunshine Water Control District (Broward County)
- Eastpoint Water and Sewer District (Franklin County)
- Hamilton County Development Authority (Hamilton County)
- Reedy Creek Improvement District (Orange and Osceola Counties)
- Marion County Law Library (Marion County)

The law allows an independent special district affected by the bill to be re-established on or after June 1, 2023, pursuant to the requirements and limitations of ch. 189 F.S. When there is a dissolution of a special district government, the special district transfers the title to all property owned by the preexisting special district to the local general-purpose government, either a county or municipality, which shall also assume all indebtedness of the preexisting special district. This act is effective July 1, 2022.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the

District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: http://laws.flrules.org/.