



**WALNUT CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**BROWARD COUNTY  
REGULAR BOARD MEETING  
NOVEMBER 15, 2022  
6:00 P.M.**

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

[www.walnutcreekcdd.org](http://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 20<sup>th</sup> Street  
Pembroke Pines, Florida 33024  
**REGULAR BOARD MEETING**  
**November 15, 2022**  
**6:00 p.m.**

<b>A.</b>	<b>Call to Order</b>	
<b>B.</b>	<b>Proof of Publication</b>	Page 1
<b>C.</b>	<b>Establish Quorum</b>	
<b>D.</b>	<b>Additions or Deletions to Agenda</b>	
<b>E.</b>	<b>Comments from the Public for Items Not on the Agenda</b>	
<b>F.</b>	<b>Approval of Minutes</b>	
1.	August 16, 2022 Regular Board Meeting Minutes	Page 2
<b>G.</b>	<b>Administrative Matter</b>	
1.	Financial Update	Page 14
<b>H.</b>	<b>New/Additional Business</b>	
1.	Consider Approval of Iguana Control Proposal	Page 27
2.	Consider Approval of Pest Control Service Agreement	Page 31
3.	Consider Approval of Turf Management Proposal	Page 44
4.	Consider Approval of Resolution No. 2022-04 – Authorizing and Adopting an Amended Final Fiscal Year 2021/2022 Budget	Page 46
5.	Ratify and Approve Arking Solutions CO#1	Page 51
6.	Consider Approval Arking Solutions CO#2	Page 52
7.	Update on Results from the Broward County 2022 Supervisor of Election’s Results	
<b>I.</b>	<b>Security Systems/Services</b>	
1.	Comments from the Public Regarding Security	Page 53
2.	Discussion Regarding Taft Visitor Entrance Gate Incident that Occurred on October 3, 2022	Page 54
3.	Ratify and Approve ABDI Termination	
4.	Consider Approval of Gate Maintenance Service Proposals	Page 68
5.	Security Update to be Provided by Regions	
6.	Consider Approval of Security Workshop with HOA for January 2023	
<b>J.</b>	<b>Old Business</b>	
<b>K.</b>	<b>Additional Staff Updates/Requests</b>	
1.	Attorney	
2.	District Manager	
<b>L.</b>	<b>Additional Board Member/Public Comments</b>	
<b>M.</b>	<b>Adjourn</b>	

## Miscellaneous Notices



Published in Broward Daily Business Review on November 3, 2022

### Location

Broward County,

### Notice Text

WALNUT CREEK COMMUNITY

DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023

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 15, 2022

January 17, 2023

February 21, 2023

April 18, 2023

May 16, 2023

June 20, 2023

August 15, 2023

September 19, 2023

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](http://www.walnutcreekcdd.org)

11/3 22-21/0000628511B

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
AUGUST 16, 2022**

**A. CALL TO ORDER**

District Manager, Gloria Perez, called the August 16, 2022, Regular Board Meeting of the Walnut Creek Community Development District (the “District”) to order at 6:01 p.m. in the Walnut Creek Clubhouse located at 7500 NW 20<sup>th</sup> Street, Pembroke Pines, Florida 33024.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Broward Daily Business Review* on November 5, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mrs. Perez determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairperson Betty Ross, Vice Chairman Alex Perez and Supervisors Zalman Kagan (via phone), 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: Carlos Riveros of Regions Security; Brian Ruiz of Regions Security; Miguel Reto of Landshore Enterprises; Cliff Cole, Property Manager for the HOA; Allan Beckman, Ali Manju and several members of the public.

**D. CONSIDER RESIGNATION**

Alex Perez provided a written resignation letter resigning from Seat #1 of the Board, effective July 29, 2022, for District records.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and unanimously passed accepting Alex Perez’s resignation from Seat #1; and simultaneously declaring a vacancy in Seat #1, which term expires in November 2022.

**E. CONSIDER APPOINTMENT TO VACANCIES**

Mrs. Perez announced that both Allan Beckman and Ali Manju had provided letters requesting consideration for appointment to the vacant Seat, which were presented in the meeting materials for Board review.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and unanimously passed appointing Allan Beckmann to fill the vacancy and unexpired term of office in Seat #1, which term expires



in November 2022. Mr. Beckmann provided all the necessary documentation and it has been determined that he is a qualified candidate eligible for appointment.

#### **F. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES**

Ms. Wald, as Notary Public in the State of Florida, administered the Oath of Office to Mr. Beckmann who was provided with the Financial Disclosure Form-1 required for this year (2021 Form-1). Mrs. Perez also provided the newly appointed Supervisor with information regarding “Government in the Sunshine Law”, public records and conflicts of interest, along with information on the workings and benefits of a CDD and the responsibilities and duties of Board Members. Key elements were reviewed.

#### **G. ELECTION OF OFFICERS**

Mrs. Perez stated that it would now be in order to elect Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair with the remaining three Supervisors being designated as Assistant Secretaries.

Supervisor Kagan nominated Betty Ross for Chairperson and Elina Levenson for Vice Chair. The following slate of Officers was nominated for election:

- Chairperson – Betty Ross
- Vice Chairperson – Elina Levenson
- Assistant Secretary – Zalman Kagan
- Assistant Secretary – Igor Fateyev
- Assistant Secretary – Allan Beckmann
- Secretary/Treasurer – Gloria Perez
- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers with Special District Services, Inc., in Mrs. Perez’s absence)

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and unanimously passed electing the Slate of Officers, as nominated above.

#### **H. ADDITIONS OR DELETIONS TO THE AGENDA**

Item M-10 was changed to Consider Holiday Lighting Proposals.

*District Engineer Stephen C. Smith arrived at approximately 6:16 p.m.*

#### **I. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA.**

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

#### **J. APPROVAL OF MINUTES**

##### **1. May 25, 2022, Security Workshop**

The minutes from the May 25, 2022, Security Workshop were presented for consideration.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and unanimously passed approving the minutes of the May 25, 2022, Security Workshop, as presented.

## **2. June 21, 2022, Special Security Board Meeting**

The minutes from the June 21, 2022, Special Security Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and unanimously passed approving the minutes of the June 21, 2022, Special Security Board Meeting, as presented.

### **K. ADMINISTRATIVE MATTERS**

#### **1. Financial Update**

As is procedurally done, Financial Reports were presented in the meeting book and reviewed: Monthly Financial Report-Operating Fund (actual revenues and expenditures with fund balances and availability); Check Registers; Balance Sheet; Debt Service Profit and Loss YTD Comparisons/Report(s); Tax/Assessment Collections; Expenditure Recap. Available Funds as of July 31, 2022, reflect \$1,668,700.45.

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

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously ratifying and approving the financials, as presented.

#### **2. Consider Changing to Alternate Payment Method of Bill.com**

Mrs. Perez noted that fraudulent activity had occurred in June 2022, referring to the email from Tori Shamy of June 6, 2022:

**From:** Tori Shamy <tshamy@sdsinc.org>

**Sent:** Monday, June 6, 2022 1:00 PM

**To:** Betty Ross (bar.one@juno.com) <bar.one@juno.com>

**Cc:** Alex Perez (alex@fpisecurity.com) <alex@fpisecurity.com>; Betty Ross (bar.one@juno.com) <bar.one@juno.com>; Elina S. Levenson (elinasal47@yahoo.com) <elinasal47@yahoo.com>; Igor Fateyev (restitutio-wccdd01@yahoo.com) <restitutio-wccdd01@yahoo.com>; Zalman Kagan (zalmyk@gmail.com) <zalmyk@gmail.com>; Gloria Perez <gperez@sdsinc.org>; Jeff Walker <JWalker@sdsinc.org>

**Subject:** Fraud on Walnut Creek account

Walnut Creek Supervisors,

On Friday, Sylvia was reconciling the bank statement for Walnut Creek and discovered a check that cleared for the wrong amount. We wrote check # 10927 for \$157.32 and it cleared for \$7,896.65. Our check was written to AT&I Services. The check that cleared the bank was written to Tony Jackson. From looking at our checks compared to the check that cleared, it looks like they used all our account information, including the check number to generate the fraudulent check which cleared the bank. They even copied the signatures that would be on our check. I am guessing that they pulled the check from the

mail because the check for \$157.37 has never cleared. I have notified the bank and completed a check dispute form. The bank is going to close the account and open a new one and research the fraud.

The bank also notified me that we should set up positive pay which is a means of submitting to them a list of checks with the amounts that we issue so that they can be properly matched and pay only the ones that we have pre-authorized. The cost for this service is \$50 per month which is outrageous. We have gotten around this with our other districts because we have started using a service called Bill.com. It has been in used with other districts for over two years and has been very effective. It is a payment processing service that would debit our account and issue all our payments for us. It even allows vendors to be paid via ACH. The way that it works is Bill.com would debit the bank account and issue the payments. The payments would look like they are coming from us but are issued off bill.com's account. The benefit is that our checks with our account information are not floating around in the mail. Once the check clears, we can pull a copy of the cleared check through bill.com, if proof of payment is needed. This is a service that has worked very well for our other districts, and we have not seen any fraud on those districts. Special District Services pays for the monthly service so it would not cost Walnut Creek anything. The downfall is in the reporting. We can pull reports out of Quickbooks and Bill.com, but it does not give us the detail that you are accustomed to. We can pull a check register that shows us the vendors that are being paid, but it no longer gives us the detail of the "memo" line. The only way that this could be done is through a very tedious manual process. Due to the large volume of transactions that occur monthly with Walnut Creek, we would not be able to offer this amount of detail.

Gloria and I have discussed this at length and will further the discussion with you at the next board meeting. At this time, we wanted you to be aware of the situation.

Tori Shamy  
Special District Services  
2501 A Burns Rd  
Palm Beach Gardens, FL 33410  
561-630-4922

Mrs. Perez noted that changing to this alternative payment method, which is being used by the majority of districts managed by Special District Services, does not offer all the reports that are currently provided in the meeting books. Therefore, the check register report (on Page 17 of the meeting book) would not be available. The comparable report generated through Bill.com is shown on Page 28 of the meeting book, which was pulled from a different district. Mrs. Perez added that the other reports would still be provided through Bill.com. A discussion ensued after which:

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and passed unanimously approving and authorizing District management to proceed with the change from the current payment procedure to the Bill.com payment process.

### **3. Accept and Receive 20-Year Stormwater Needs Analysis**

Mrs. Perez presented in the meeting book the 20-Year Stormwater Needs Analysis, noting that the report was submitted in accordance with required time frame.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and unanimously passed accepting and receiving the District's 20-Year Stormwater Needs Analysis, as presented.

#### **4. Accept and Receive 2022 Annual Engineer's Report**

Mrs. Perez presented the 2022 Engineer's Report. She previously provided it to the Board via e-mail and also provided it via hand out during the meeting.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and unanimously passed accepting and receiving the District's 2022 Annual Engineer's Report, as presented.

#### **L. CANAL EMBANKMENT EROSION CONTROL SHORELINE RESTORATION**

##### **1. Landshore Enterprises Presentation Inclusive of Survey, Soil Analysis and Data, Detailed Cross Sections and Proposed Solutions with Specifications**

Presented in the meeting book was the Landshore letter with detailed study information, a cost analysis and the recommendations. Mrs. Perez distributed the plans for the Board's review. Mrs. Perez also distributed the e-mail and comments from Alex Perez, the former Board Member who also happens to be an engineer.

**From:** Alex Perez <alexperewalnutcreekcdd@gmail.com>

**Sent:** Monday, August 15, 2022 8:25 PM

**To:** Gloria Perez <gperez@sdsinc.org>

**Subject:** Review of Landshore Technical Analysis and Design Plans

Hi Gloria,

The existing condition at these canals is a geotechnical problem which requires a specialized geotechnical engineering firm to analyze and propose a solution. I believe awarding the contract to Landshore was the right decision.

Regarding the analysis, their expertise in the subject matter is very evident. Their analysis methodology is sound and logical. Their 17 sheet plan set is very comprehensive and well presented.

I agree with their recommendation in proposing the Filter Point Fabric.

Just a couple of edit corrections:

1. The canal is maintained by the Central Broward WCD, not Broward County.
2. The large pipe that discharges to the canal is 84 or 96 inches, not 48 inches.

I think Landshore appears to be very well qualified to provide additional construction phase service.

Let me know if you need additional information.

Alex

Mr. Perez addressed the Board, noting that he was in favor of the recommended application.

Miguel Reto Jr., an engineer with Landshore Enterprises, provided a detailed presentation of the information, while addressing questions from the Board and members of the public.

Mr. Smith, the District's Engineer, agreed with the recommended application and moving forward with this long term "proven method."

When discussing alternate applications, Mr. Reto recommended against any application with joints; he recommended a continuous product/application.

Mr. Reto thinks that the application has a warranty of 25 to 30 years, but needs to confirm this, as he believes it might be longer than stated. The Shoreflex product has a warranty of 75 years.

Ms. Wald confirmed that at the current cost, a competitive bid process would not be required since the requirements for this type of work is estimated to be between \$260,000 and \$300,000.

Supervisor Kagan asked for an explanation for the erosion that has occurred, and it was confirmed by Messrs. Reto, Smith, and Perez that it was due to a combination of the circumstances with the soft sandy soil, water movement, wind, rain, etc. Mr. Perez added that in the opinion of the CBWMD and the lack of proper maintenance over the years such as dredging, that the District had the resources to conduct said maintenance repair. Mr. Smith agreed and added that one effects the other creating a snowball effect.

Mr. Perez added that the District will need to acquire a permit through CBWMD, once a method of repair has been approved.

Supervisor Kagan stated that he appreciated the detailed presentation, but he recommended that the District look into other options of maintenance repairs prior to committing to this application. Supervisor Fateyev agreed with Supervisor Kagan's recommendation.

Mr. Smith stated that it would be very difficult to get contractors to bid or conduct this type of work at this time because of the amount of work currently being performed and noted the small size of this project. He added that the Board might have "sticker shock" with alternative methods.

Discussion ensued and the Board directed the District Engineer to provide his proposal to oversee the project for the upcoming meeting.

Mr. Smith offered to gather proposals to be presented at an upcoming meeting.

Mr. Reto will also provide a proposal for Board consideration.

## **M. NEW/ADDITIONAL BUSINESS**

### **1. Allstate Resource Management 2023 Increase Notice for Budgeting Purposes**

Mrs. Perez presented the 2023 Increase Notice, advising of a 5-10% increase.

### **2. Consider Ratification of Regions Security Service Agreement**

Mrs. Perez presented the electronically approved Security Service Agreement and requested ratification. Ms. Wald elaborated on the document and provided the Board with an overview of the same.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Beckmann and passed unanimously ratifying the Regions Security Service Agreement dated July 28, 2022, as presented.

### **3. Consider Ratification of Regions Security Video Surveillance and Virtual Guard Systems Agreement**

Mrs. Perez presented the electronically approved Security Video Surveillance and Virtual Guard Systems Agreement dated July 21, 2022, and requested ratification. Ms. Wald elaborated on the document and provided the Board with an overview of the same.

A **MOTION** was made Supervisor Beckmann, seconded by Supervisor Fateyev and passed unanimously ratifying the Security Video Surveillance and Virtual Guard Systems Agreement dated July 21, 2022, as presented.

### **4. Consider Regions Security Video Surveillance and Virtual Guard Systems First Amendment**

Mrs. Perez previously circulated the amendment via email and also presented it via handout at the meeting. Mrs. Perez advised the Board that the District was not able to finalize the agreement with SOS because they did not meet the insurance requirements and Regions offered to include said service in the attached amendment under the Regions insurance coverage. Ms. Wald gave an overview of the document.

A **MOTION** was made by Supervisor Beckmann, seconded by Supervisor Levenson and passed unanimously approving the First Amendment to the Regions Security Agreement and Restated Small Project and Services Agreement (Video Surveillance and Virtual Guard Systems), as presented.

### **5. Consider Agreement between the District and the HOA for Security Services Administration**

Mrs. Perez presented the Security Services Administration Agreement between the District and the HOA. This agreement will provide the necessary and detailed services for a flat fee amount of \$30,000 annually, which breaks down to \$2,500 monthly payments.

Mrs. Perez suggested that the following be added to the agreement: this individual will also report to the District with District related issues and for the individual to review the Regions reports on daily basis.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev approving the Agreement, in substantial final form, pending HOA review and approval and the addition of language as indicated above, between the District and the HOA for Security Services Administration for a flat fee amount of \$30,000 annually. The **MOTION** carried 4 to 1 with Supervisor Levenson dissenting.

### **6. Consider Ratification of Manned Security Officer Services Until the SOS System is Ready to Launch**

Mrs. Perez asked that the Board consider the ratification of the manned security officer services provided until the SOS System is ready to launch, currently scheduled to commence on September 1, 2022.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and passed unanimously ratifying the manned security officer services provided until the SOS System is ready to launch, currently scheduled to commence on September 1, 2022.

## **7. Consider Ratification of Comcast Service Enhancement at Both Guardhouse Locations**

The estimated increase for internet service enhancements is \$40 each for the Taft and Sheridan guardhouses. This enhancement was required in order for the SOS system to run efficiently.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Beckmann and passed unanimously ratifying the Comcast internet service enhancement at both guardhouse locations, as presented.

## **8. Consider Gate Pass Price Increase**

Mrs. Perez advised that the new proposed rate would be \$656 from the original amount of \$596, an increase of \$60. This would only be applicable until the SOS System is fully functional. Since the District recently placed an order, said amount may not even go into effect; therefore no action was taken at this time and this item was tabled.

## **9. Consider Ratification of Arking Solutions' Installation of GFCI Outlet on Exterior of Taft Guardhouse**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and passed unanimously ratifying the Arking Solutions' installation of a GFCI outlet on the exterior of the Taft guardhouse in the amount of \$2,550, as presented.

## 10. Consider Holiday Lighting Proposals

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: <ul style="list-style-type: none"><li>- Taft ST. East Waterfall</li><li>- Taft ST. West Waterfall</li><li>- Taft. ST Center (4 Palms each side).<ul style="list-style-type: none"><li>- Taft ST. Guardhouse</li></ul></li><li>- Sheridan ST. Entrance Monument<ul style="list-style-type: none"><li>- Sheridan ST. Guardhouse</li></ul></li></ul>			
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 <u>optical</u> (photo-cell) timers for all outlets. Dusk-Down.	Includes <u>digital</u> timers for all outlets.	These 2 proposals include <u>optical</u> (photo-cell) timers for all outlets. Dusk-Down.	
*Technical specs about lighting and cable (to be used), detailed in every proposal.			

Total Price:  <b>\$9,990.00</b>  **See itemized price in the proposal.	Total Price:  <b>\$24,129.44</b>  **See itemized price in the proposal.	Total Price:  <b>\$25,360.94</b>  **See itemized price in the proposal.	Total Price:  <b>\$17,056.19</b>  **See itemized price in the proposal.
50% Deposit required			
***Proposals valid for a 3-year agreement. As per vendor.			

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and passed unanimously selecting Randy's Holiday Lighting in the amount of \$9,900 for the installation and removal of holiday lighting in the specified areas; further authorizing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

## 11. Consider Monument Repair Proposals

Presented in the meeting book were the following proposals for consideration:



<p style="text-align: center;"><u>Walnut Creek CDD</u> <u>Monuments and Pavilion EIFS &amp; Stucco Repairs</u></p>	
Ocean Plaster & Paint Corp.	Elite Property Services
<p>Scope:</p> <p>Rebuild damaged cornices with EIFS and repaint for 2 Monuments (Maple Glen &amp; Sheridan Entrance)</p> <p>Stucco repair and paint for the affected area of the pavilion structure behind East Waterfall by Taft ST. Entrance.</p>	
Total Price: <b>\$18,100.00</b>	Total Price: <b>\$11,500.00</b>
	*50% Deposit Required

The Board decided to table this item and directed District management to obtain another proposal for the replacement of the caps with precast for the two locations and for all locations to determine the overall cost and to bring back this option as well.

## **N. SECURITY SYSTEMS/SERVICES**

### **1. Regions Security Report/Update**

The official start date took place on Thursday, July 28, 2022, and therefore there is no report at this time. Mr. Ruiz provided additional information after which a discussion ensued.

### **2. Consider Regions Security Draft Post Orders**

Ms. Wald noted the post orders would need to be revised and resubmitted, as this Board cannot approve any post orders directed at the HOA. This Board can only approve items pertaining to the District. She added that the HOA would need to engage Regions Security via a separate agreement; therefore this item was tabled.

### **3. Discussion on SOS Workshop Dates and Anticipated Official Start Date**

Mrs. Perez advised that the official start date for the SOS system and virtual guard service would be September 1, 2022, and prior to that date the District will circulate a letter providing the individual unique credentials for each unit within the District and will also include information for the Workshop scheduled for Thursday, August 25, 2022, and will be hosted by Regions and SOS at the community clubhouse.

They will be onsite from 4:00 p.m. to 6:00 p.m. to offer individual assistance, followed by a brief presentation starting at 6:00 p.m.

**O. OLD BUSINESS**

**1. Update on Taft Guardhouse Improvement Project**

These improvements are contingent upon the equipment being placed on the mobile desk and an ABDI confirmation date was scheduled for this morning.

**2. Update on Tyron Electric Waterfalls Electrical Improvements and Repairs Project**

This project has been completed and the final permit was issued.

**3. Update on Archidesign Decorative Taft Street Fence Replacement**

The Archidesign decorative Taft Street fence replacement has been completed and we are awaiting the final permit for District records.

**4. Update on Shekinah Fence Installation Project Surrounding the Canal**

Mrs. Perez advised that she had a productive phone call with Dean Piper and Jairo from Shekinah Fence and it appears the permit process is finally moving forward with some additional requests from the City of Pembroke Pines.

**P. ADDITIONAL STAFF UPDATES/REQUESTS**

**1. Attorney**

There were no additional updates from the attorney.

**2. District Manager**

There were no additional updates from the District Manager.

**Q. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS**

**1. District Counsel Update on 2022 Florida Legislative Session**

This item was tabled.

**R. ADJOURNMENT**

There being no further business to come before the Board a <b>MOTION</b> was made by Supervisor Ross, seconded by Supervisor Levenson and passed unanimously adjourning the meeting at 8:25 p.m.
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**ATTESTED BY:**

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**Secretary /Assistant Secretary**

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**Chairman/Vice-Chair**

Walnut Creek  
Community Development District

**Financial Report For  
September 2022**

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
OPERATING FUND  
SEPTEMBER 2022**

	<b>Annual Budget 10/1/21 - 9/30/22</b>	<b>Actual Sep-22</b>	<b>Year To Date Actual 10/1/21 - 9/30/22</b>
<b>REVENUES</b>			
ADMINISTRATIVE ASSESSMENTS	162,648	0	163,665
MAINTENANCE ASSESSMENTS	1,116,372	0	1,115,379
DEBT ASSESSMENTS (2010)	130,015	0	129,938
OTHER REVENUE	0	0	3,999
INTEREST INCOME	1,500	16	201
<b>TOTAL REVENUES</b>	<b>\$ 1,410,535</b>	<b>\$ 16</b>	<b>\$ 1,413,182</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	6,000	0	6,600
PAYROLL TAXES (EMPLOYER)	480	0	505
ENGINEERING	35,000	0	11,973
LEGAL FEES	19,000	525	23,380
AUDIT FEES	3,800	0	3,900
MANAGEMENT	46,284	3,857	46,284
POSTAGE	1,250	725	1,941
OFFICE SUPPLIES/PRINTING	5,750	937	3,699
INSURANCE	14,000	0	15,252
LEGAL ADVERTISING	1,300	0	771
MISCELLANEOUS	9,000	494	5,932
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	7,500	7,500
TRUSTEE FEES	2,500	0	1,420
CONTINUING DISCLOSURE FEE	350	350	350
WEBSITE MANAGEMENT	2,000	167	2,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 154,389</b>	<b>\$ 14,555</b>	<b>\$ 131,682</b>
<b>MAINTENANCE EXPENDITURES</b>			
FIELD MANAGEMENT	5,000	0	5,000
OPERATIONS MANAGEMENT	12,000	1,000	12,000
SECURITY SERVICES	317,000	444	265,591
SECURITY SERVICES - ABDI	12,000	810	10,380
SECURITY CAMERAS & MAINTENANCE	5,000	0	14,804
TELEPHONE	10,500	863	11,385
ELECTRIC	80,000	7,033	81,069
WATER & SEWAGE	17,000	1,026	10,107
GUARD HOUSE - VISITOR PASSES	6,700	0	1,908
GATE SYSTEM MAINTENANCE	26,000	1,082	23,717
GUARD HOUSE INT/EXT MAINTENANCE	12,500	1,846	29,324
LAKE & PRESERVE MAINTENANCE	41,000	2,838	36,905
SIGNAGE	2,000	0	0
STREETLIGHT MAINTENANCE	5,000	0	190
WATERFALL MAINTENANCE	60,000	4,650	74,242
HOLIDAY LIGHTING	6,600	4,995	8,286
LAKE RESTORATION & MAINTENANCE	5,000	0	7,790

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
OPERATING FUND  
SEPTEMBER 2022**

	<b>Annual Budget 10/1/21 - 9/30/22</b>	<b>Actual Sep-22</b>	<b>Year To Date Actual 10/1/21 - 9/30/22</b>
IGUANA REMOVAL SERVICES	27,000	2,242	26,900
MISCELLANEOUS MAINTENANCE	5,000	317	7,055
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	8,010
TAFT STREET STRUCTURE MAINTENANCE	0	0	8,400
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 1,049,390</b>	<b>\$ 29,146</b>	<b>\$ 668,273</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,203,779</b>	<b>\$ 43,701</b>	<b>\$ 799,955</b>
<b>EXCESS OR (SHORTFALL)</b>	<b>\$ 206,756</b>	<b>\$ (43,685)</b>	<b>\$ 613,227</b>
PAYMENT TO TRUSTEE (2010)	(122,214)	0	(122,564)
<b>BALANCE</b>	<b>\$ 84,542</b>	<b>\$ (43,685)</b>	<b>\$ 490,663</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,181)	0	(27,123)
DISCOUNTS FOR EARLY PAYMENTS	(56,361)	0	(52,778)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (43,685)</b>	<b>\$ 410,762</b>
FUNDS FROM IMPROVEMENT ACCOUNT (FOR S-8 CANAL PROJECT)	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (43,685)</b>	<b>\$ 410,762</b>

**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.**

<b>Bank Balance As Of 9/30/22</b>	<b>\$ 993,591.66</b>
<b>Accounts Payable As Of 9/30/22</b>	<b>\$ 57,930.98</b>
<b>Accounts Receivable As Of 9/30/22</b>	<b>\$ 1,200.00</b>
<b>Reserve For Headwall Stabilization As Of 9/30/22</b>	<b>\$ 40,000.00</b>
<b>Reserve For Lake Slope Soil Maintenance As Of 9/30/22</b>	<b>\$ 10,000.00</b>
<b>Reserve For Stormwater Maint/Pipe Replacement As Of 9/30/22</b>	<b>\$ 41,500.00</b>
<b>Reserve For S-8 Canal Reconstruction As Of 9/30/22</b>	<b>\$ 180,000.00</b>
<b>Operating Account Available Funds As Of 9/30/22</b>	<b>\$ 665,360.68</b>
<b>Improvements/Emergency Funds As Of 9/30/22</b>	<b>\$ 873,615.75</b>
<b>Total Available Funds As Of 9/30/22</b>	<b>\$ 1,538,976.43</b>

# Walnut Creek Community Development District

## Budget vs. Actual

### September 2022

	Oct 21 - Sept 22	21/22 Budget	\$ Over Budget	% of Budget
<b>Income</b>				
01-3100 · Administrative Assessment	163,665.00	162,648.00	1,017.00	100.63%
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	-27,123.46	-28,181.00	1,057.54	96.25%
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	201.35	1,500.00	-1,298.65	13.42%
<b>Total Income</b>	<b>1,210,716.67</b>	<b>1,203,779.00</b>	<b>6,937.67</b>	<b>100.58%</b>
<b>Expense</b>				
01-1307 · Payroll tax expense	504.90	480.00	24.90	105.19%
01-1308 · Supervisor Fees	6,600.00	6,000.00	600.00	110.0%
01-1310 · Engineering	11,973.00	35,000.00	-23,027.00	34.21%
01-1311 · Management Fees	46,284.00	46,284.00	0.00	100.0%
01-1315 · Legal Fees	23,380.00	19,000.00	4,380.00	123.05%
01-1318 · Assessment/Tax Roll	7,500.00	7,500.00	0.00	100.0%
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	5,932.44	9,000.00	-3,067.56	65.92%
01-1513 · Postage and Delivery	1,940.87	1,250.00	690.87	155.27%
01-1514 · Office Supplies	3,699.45	5,750.00	-2,050.55	64.34%
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	350.00	350.00	0.00	100.0%
01-1570 · Website Management	1,999.92	2,000.00	-0.08	100.0%
01-1601 · Security Services	265,591.37	317,000.00	-51,408.63	83.78%
01-1604 · Guardhouse Int/Ext Maintenance	29,323.89	12,500.00	16,823.89	234.59%
01-1605 · Gate System Maintenance	23,717.22	26,000.00	-2,282.78	91.22%
01-1606 · Guard house-Visitor Passes	1,908.00	6,700.00	-4,792.00	28.48%
01-1608 · Security Services - ABDI	10,380.00	12,000.00	-1,620.00	86.5%
01-1609 · Security Cameras & Maintenance	14,804.33	5,000.00	9,804.33	296.09%
01-1803 · Lake & Preserve Maintenance	36,905.00	41,000.00	-4,095.00	90.01%
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	81,068.94	80,000.00	1,068.94	101.34%
01-1815 · Miscellaneous Maintenance	7,053.08	5,000.00	2,053.08	141.06%
01-1816 · Telephone	11,384.83	10,500.00	884.83	108.43%
01-1817 · Water & sewer	10,107.46	17,000.00	-6,892.54	59.46%
01-1818 · Field Management	5,000.00	5,000.00	0.00	100.0%
01-1821 · Waterfall Maintenance	74,241.78	60,000.00	14,241.78	123.74%
01-1824 · Streetlight Maintenance	189.99	5,000.00	-4,810.01	3.8%
01-1826 · Holiday Lighting	8,286.02	6,600.00	1,686.02	125.55%
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	26,900.04	27,000.00	-99.96	99.63%
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	8,010.00	285,290.00	-277,280.00	2.81%
01-1843 · Taft Street Structure Maintenance	8,400.00	0.00	8,400.00	100.0%
01-2311 · Operations Management	12,000.00	12,000.00	0.00	100.0%
<b>Total Expense</b>	<b>799,954.41</b>	<b>1,203,779.00</b>	<b>-403,824.59</b>	<b>66.45%</b>
<b>Net Income</b>	<b>410,762.26</b>	<b>0.00</b>	<b>410,762.26</b>	<b>100.0%</b>

**Walnut Creek Community Development District**  
**Check Register**  
**August 2022**

<b>Check #</b>	<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
11022	08/01/2022	1st Solution Pest Control	140.00
11023	08/01/2022	Allstate Resource Management, Inc.	2,888.00
11024	08/01/2022	Applications by Design, Inc.	810.00
11025	08/01/2022	AT&I Systems	660.00
11026	08/01/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	5,300.00
11027	08/01/2022	Blue Iguana Pest Control Inc	2,241.67
11028	08/01/2022	Comcast (Voice 8931)	153.20
11029	08/01/2022	Crystal Pool Service Inc	4,650.00
11030	08/01/2022	Crystal Springs	39.41
11031	08/01/2022	FPI Security Services	15,232.81
11032	08/01/2022	FPL	7,105.86
11033	08/01/2022	Hancock Bank (Tax Receipts)	1,427.45
11034	08/01/2022	Office Depot Credit Plan	419.97
11035	08/01/2022	Special District Services, Inc.	5,514.30
11036	08/03/2022	A to Z Statewide Plumbing Inc	274.00
11037	08/03/2022	City of Pembroke Pines	1,377.86
11038	08/03/2022	Comcast (8939)	640.91
11039	08/03/2022	Comcast (9044)	364.09
11040	08/03/2022	FPI Security Services	12,852.21
11041	08/03/2022	Unitech Print LLC	736.00
PR 08-16-22	08/17/2022	Payroll Processing	52.60
PR 08-16-22	08/17/2022	Payroll Taxes	122.40
PR 08-16-22	08/17/2022	Supervisor Fees	738.80
<b>TOTAL</b>			<b>63,741.54</b>



**Walnut Creek Community Development District**  
**Check Register**  
**September 2022**

<b>Check #</b>	<b>Date</b>	<b>Name</b>	<b>Credit</b>
11042	09/01/2022	Allstate Resource Management, Inc.	2,838.00
11043	09/01/2022	Amazon Capital Services	63.75
11044	09/01/2022	Applications by Design, Inc.	810.00
11045	09/01/2022	AT&I Systems	750.00
11046	09/01/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	4,827.50
11047	09/01/2022	Blue Iguana Pest Control Inc	2,241.67
11048	09/01/2022	Comcast (Voice 8931)	154.20
11049	09/01/2022	Craig A Smith & Associates LLC	2,165.00
11050	09/01/2022	Crystal Pool Service Inc	4,650.00
11051	09/01/2022	FPI Security Services	2,566.50
11052	09/01/2022	FPL	6,995.49
11053	09/01/2022	J & J Davis Plumbing Services Inc	195.00
11054	09/01/2022	Landshore Enterprises LLC	4,005.00
11055	09/01/2022	Regions Security	13,569.60
11056	09/01/2022	Special District Services, Inc.	6,635.71
11057	09/01/2022	Tirone Electric	5,834.99
11058	09/01/2022	Turf Management	1,200.00
11059	09/01/2022	Blue Iguana Pest Control Inc	2,241.67
9-1	09/12/2022	Comcast (8939)	349.66
9-2	09/12/2022	Comcast (9044)	471.49
9-3	09/12/2022	Regions Security	3,201.80
9-4	09/12/2022	Randy's Holiday Lighting	4,995.00
9-5	09/12/2022	Arking Solutions	2,550.00
<b>TOTAL</b>			<b>73,312.03</b>

**Walnut Creek Community Development District**  
**Expenditures**  
**August through September 2022**

	<b>Date</b>	<b>Invoice #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
<b>Expenditures</b>					
<b>01-1307 · Payroll tax expense</b>					
	08/17/2022	PR 08-16-22		mtg 08/16/22/22 PR 8/19/22 (Payroll Taxes)	61.20
Total 01-1307 · Payroll tax expense					61.20
<b>01-1308 · Supervisor Fees</b>					
	08/17/2022	PR 08-16-22		mtg 08/16/22/22 PR 8/19/22 (Supervisor Fees)	800.00
Total 01-1308 · Supervisor Fees					800.00
<b>01-1310 · Engineering</b>					
	08/31/2022	CASA-INV-000306	Craig A Smith & Associates LLC	services August 2022	4,685.00
Total 01-1310 · Engineering					4,685.00
<b>01-1311 · Management Fees</b>					
	08/31/2022	2022-0822	Special District Services, Inc.	management fee August 2022	3,857.00
	09/30/2022	2022-0932	Special District Services	Management fee September 2022	3,857.00
Total 01-1311 · Management Fees					7,714.00
<b>01-1315 · Legal Fees</b>					
	08/31/2022	176864	Billing, Cochran, Lyles, Mauro, & Ramsey	legal fees August 2022	3,152.50
	09/30/2022	177328	Billing, Cochran, Lyles, Mauro, & Ramsey	legal fees September 2022	525.00
Total 01-1315 · Legal Fees					3,677.50
<b>01-1318 · Assessment/Tax Roll</b>					
	09/29/2022	2022-1537	Special District Services	Assessment roll prep 2022	7,500.00
Total 01-1318 · Assessment/Tax Roll					7,500.00
<b>01-1512 · Miscellaneous</b>					
	08/17/2022	PR 08-16-22		mtg 08/16/22/22 PR 8/19/22 (Payroll Processing)	52.60
	08/31/2022	2022-0822	Special District Services, Inc.	Document Storage July 2022	40.47
	08/31/2022	2022-0822	Special District Services, Inc.	travel July 2022	243.57
	09/30/2022	2022-0932	Special District Services	mailouts - August 2022	170.00
	09/30/2022	2022-0932	Special District Services	Document Storage - August 2022	89.04
	09/30/2022	2022-0932	Special District Services	Travel - August 2022	234.99
Total 01-1512 · Miscellaneous					830.67
<b>01-1513 · Postage and Delivery</b>					
	08/31/2022	2022-0822	Special District Services, Inc.	Postage July 2022	29.56
	08/31/2022	2022-0822	Special District Services, Inc.	FedEx July 2022	41.52
	09/30/2022	2022-0932	Special District Services	FedEx - August 2022	203.93
	09/30/2022	2022-0932	Special District Services	postage - August 2022	520.98
Total 01-1513 · Postage and Delivery					795.99
<b>01-1514 · Office Supplies</b>					
	08/31/2022	2022-0822	Special District Services, Inc.	Copier July 2022	22.20
	09/30/2022	2022-0932	Special District Services	copier charges August 2022	901.35
	09/30/2022	2022-0932	Special District Services	meeting books - August 2022	36.00
Total 01-1514 · Office Supplies					959.55
<b>01-1551 · Continuing Disclosure Fee</b>					

**Walnut Creek Community Development District**  
**Expenditures**  
**August through September 2022**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Total 01-1551 · Continuing Disclosure Fee	09/28/2022	2022-1593	Special District Services	continuing disclosure fee	350.00
<b>01-1570 · Website Management</b>					350.00
	08/31/2022	2022-0822	Special District Services, Inc.	website fee August 2022	166.66
	09/30/2022	2022-0932	Special District Services	website fee September 2022	166.66
Total 01-1570 · Website Management					333.32
<b>01-1601 · Security Services</b>					
	08/31/2022	25862	Regions Security	security 7/28/22 - 7/31/22	3,201.80
	09/13/2022	26100	Regions Security	raise all cables high enough to allow new desk to be installed underneath	444.00
Total 01-1601 · Security Services					3,645.80
<b>01-1604 · Guardhouse Int/Ext Maintenance</b>					
	08/05/2022	S-20725	J & J Davis Plumbing Services Inc	replace hose bib and main shut off valve	195.00
	08/23/2022	1KFV-3FJF-7CQD	Amazon Capital Services	adjustable mobile laptop stand	63.75
	08/31/2022	1343	Arking Solutions Inc	construction	7,381.20
	08/31/2022	1342	Arking Solutions Inc	furnish and install waterproof exterior outlet	2,550.00
	09/27/2022	1350	Arking Solutions Inc	construction final payment	1,845.70
Total 01-1604 · Guardhouse Int/Ext Maintenance					12,035.65
<b>01-1605 · Gate System Maintenance</b>					
	08/01/2022	37060	AT&I Systems	monthly all inclusive service gate maintenance contract August 2022	660.00
	08/19/2022	WO-039239	AT&I Systems	Taft St second arm to be damaged, missing nuts & washer able to reinstall	90.00
	09/01/2022	37723	AT&I Systems	monthly all inclusive service gate maintenance contract September 2022	502.68
	09/19/2022	WO-039812	AT&I Systems	visitor arm - Taft remount, Residents 2nd gate arm stuck open - vandalism	90.00
	09/23/2022	WO-039918	AT&I Systems	replacement of gearbox and 12 ft LED arm and residents lane toggle switch	399.00
	09/29/2022	WO-040061	AT&I Systems	all barrier arms and gates need to be put back in working order Hurricane lan	90.00
Total 01-1605 · Gate System Maintenance					1,831.68
<b>01-1608 · Security Services - ABDI</b>					
	08/01/2022	66874	Applications by Design, Inc.	replace hose bib and main shut off valve	810.00
	08/18/2022	67783	Applications by Design, Inc.	tech support to relocate workstation and configure	660.00
	09/01/2022	67264	Applications by Design, Inc.	monitor virus and malware protection software September 2022	810.00
Total 01-1608 · Security Services - ABDI					2,280.00
<b>01-1609 · Security Cameras &amp; Maintenance</b>					
	08/02/2022	25777	Regions Security	new security camera system - 30% deposit	7,713.60
	08/02/2022	25777	Regions Security	virtual guard equipment and deployment - 50% deposit	5,856.00
	08/31/2022	2022-0822	Special District Services, Inc.	computer, monitor, locksmith, and keys	1,234.73
Total 01-1609 · Security Cameras & Maintenance					14,804.33
<b>01-1803 · Lake &amp; Preserve Maintenance</b>					
	08/01/2022	186902	Allstate Resource Management, Inc.	mitigation are maintenance and lake management services August 2022	2,838.00
	09/01/2022	187607	Allstate Resource Management, Inc.	mitigation area maintenance and lake mgmt services September 2022	2,838.00
Total 01-1803 · Lake & Preserve Maintenance					5,676.00
<b>01-1814 · Electricity</b>					
	08/18/2022	04574-72025	FPL	acct# 04574-72025 (07/19/2022 - 08/18/22)	512.57

**Walnut Creek Community Development District**  
**Expenditures**  
**August through September 2022**

	Date	Invoice #	Vendor	Description	Amount
	08/18/2022	54061-43023	FPL	acct# 54061-43023 (07/19/2022 - 08/18/22)	165.45
	08/18/2022	63522-34022	FPL	acct# 63522-34022 (07/19/2022 - 08/18/22)	214.23
	08/18/2022	63714-09001	FPL	acct# 63714-09001 (07/19/2022 - 08/18/22)	33.01
	08/18/2022	91603-83023	FPL	acct# 91603-83023 (07/19/2022 - 08/18/22)	1,184.09
	08/18/2022	36358-71365	FPL	acct# 36358-71365 (07/19/2022 - 08/18/22)	4,886.14
	09/19/2022	36358-71365 0922	FPL	acct# 36358-71365 8/18/22 - 9/19/22	4,886.14
	09/19/2022	04574-72025 0922	FPL	acct# 04574-72025 8/18/22 - 9/19/22	556.21
	09/19/2022	54081-43023 0922	FPL	acct# 54081-43023 8/18/22 - 9/19/22	173.93
	09/19/2022	63714-09001 0922	FPL	acct# 63714-09001 8/18/22 - 9/19/22	33.83
	09/19/2022	91603-83023 0922	FPL	acct# 91603-83023 8/18/22 - 9/19/22	1,191.16
	09/19/2022	63522-34022 0922	FPL	acct# 63522-34022 8/18/22 - 9/19/22	191.99
Total 01-1814 · Electricity					14,028.75
<b>01-1815 · Miscellaneous Maintenance</b>					
	08/15/2022	83951	Turf Management	trimming of seed pods from large palms around fountains	1,200.00
	09/30/2022	2022-0932	Special District Services	chargeback for keys, copies, and fan	316.84
Total 01-1815 · Miscellaneous Maintenance					1,516.84
<b>01-1816 · Telephone</b>					
	08/15/2022	152907662	Comcast (Voice 8931)	Inv# 152907662 account# 904688931	154.20
	08/24/2022	8495751000518939	Comcast (8939)	acct# 8495751000518939 (9/4/22 - 10/3/22)	349.66
	08/24/2022	8495751000519044	Comcast (9044)	acct# 8495751000519044 (9/4/22 - 10/3/22)	471.49
	09/15/2022	155060076	Comcast (Voice 8931)	acct# 904688931 inv# 155060076 (9/15/22 - 10/14/22)	152.20
	09/24/2022	8495751000519044	Comcast (9044)	acct# 8495751000519044 (10/4/22 - 11/3/22)	355.42
	09/24/2022	8495751000518939	Comcast (8939)	acct# 8495751000518939 (10/4/22 - 11/3/22)	355.42
Total 01-1816 · Telephone					1,838.39
<b>01-1817 · Water &amp; sewer</b>					
	09/22/2022	536645-248297	City of Pembroke Pines	1800 NW 76 Ave (8/17/22 - 9/21/22)	662.51
	09/22/2022	536646-248298	City of Pembroke Pines	1800 NW 76 Ave W (8/17/22 - 9/21/22)	154.38
	09/22/2022	536647-248299	City of Pembroke Pines	1800 NW 76 Ave E (8/17/22 - 9/21/22)	209.58
Total 01-1817 · Water & sewer					1,026.47
<b>01-1821 · Waterfall Maintenance</b>					
	08/01/2022	2215180800	Crystal Pool Service Inc	August 2022 service charge	4,650.00
	08/17/2022	52022	Tirone Electric	fountain electrical rework per proposal 321-931	5,645.00
	09/01/2022	2215180900	Crystal Pool Service Inc	September 2022 service	4,650.00
Total 01-1821 · Waterfall Maintenance					14,945.00
<b>01-1824 · Streetlight Maintenance</b>					
	08/23/2022	52107	Tirone Electric	trouble shoot light pole in median by Taft St entrance, replaced bad corn bulb	189.99
Total 01-1824 · Streetlight Maintenance					189.99
<b>01-1826 · Holiday Lighting</b>					
	09/07/2022	10687	Randy's Holiday Lighting	deposit on 2022 holiday lights	4,995.00
Total 01-1826 · Holiday Lighting					4,995.00
<b>01-1839 · Iguana Removal Services</b>					

**Walnut Creek Community Development District**  
**Expenditures**  
**August through September 2022**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	08/31/2022	3306	Blue Iguana Pest Control Inc	monitoring lakes and canals August 2022	2,000.00
	08/31/2022	3307	Blue Iguana Pest Control Inc	monitoring Taft entrance August 2022	241.67
	09/30/2022	3386	Blue Iguana Pest Control Inc	monitoring lakes and canals September 2022	2,000.00
	09/30/2022	3387	Blue Iguana Pest Control Inc	monitoring Taft Entrance waterfalls September 2022	241.67
Total 01-1839 · Iguana Removal Services					<u>4,483.34</u>
<b>01-1842 · S-8 Canal Reconstructn-Eng Dsgn</b>					
	08/08/2022	1810	Landshore Enterprises LLC	completion of work on Technical Engineering services	4,005.00
Total 01-1842 · S-8 Canal Reconstructn-Eng Dsgn					<u>4,005.00</u>
<b>01-2311 · Operations Management</b>					
	08/31/2022	2022-0822	Special District Services, Inc.	Field Operations Mgmt August 2022	1,000.00
	09/30/2022	2022-0932	Special District Services	Field Operations management September 2022	1,000.00
Total 01-2311 · Operations Management					<u>2,000.00</u>
<b>Total Expenditures</b>					<b><u>117,009.47</u></b>

**Walnut Creek Community Development District**  
**Balance Sheet**  
**As of September 30, 2022**

	Operating Fund	Debt Service (2010) Fund	General Fixed Assets	Long Term Debt	TOTAL
<b>ASSETS</b>					
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	123,727.50	0.00	0.00	123,727.50
Investments - Revenue Account	0.00	115,850.20	0.00	0.00	115,850.20
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	489.16	0.00	0.00	489.16
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	240,067.31	240,067.31
Amount To Be Provided	0.00	0.00	0.00	804,932.69	804,932.69
Total Other Assets	1,200.00	240,067.31	8,505,281.00	1,045,000.00	9,791,548.31
<b>TOTAL ASSETS</b>	<b>2,003,028.19</b>	<b>240,067.31</b>	<b>8,505,281.00</b>	<b>1,045,000.00</b>	<b>11,793,376.50</b>
<b>LIABILITIES &amp; EQUITY</b>					
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	10,809.66	0.00	0.00	551,295.94
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	240,067.31	8,505,281.00	0.00	10,414,048.76
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,003,028.19</b>	<b>240,067.31</b>	<b>8,505,281.00</b>	<b>1,045,000.00</b>	<b>11,793,376.50</b>

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

	<b>Annual Budget 10/1/21 - 9/30/22</b>	<b>Actual Sep-22</b>	<b>Year To Date Actual 10/1/21 - 9/30/22</b>
<b>Revenues</b>			
Interest Income	25	275	908
NAV Tax Collection	122,214	0	122,564
Bond Prepayments	0	0	0
<b>Total Revenues</b>	<b>\$ 122,239</b>	<b>\$ 275</b>	<b>\$ 123,472</b>
<b>Expenditures</b>			
Principal Payments	50,000	0	50,000
Additional Principal Payments	10,256	0	0
Interest Payments	61,983	0	62,663
<b>Total Expenditures</b>	<b>\$ 122,239</b>	<b>\$ -</b>	<b>\$ 112,663</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 275</b>	<b>\$ 10,809</b>

**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	Int -3	Broward Cty Tax Collector	07/26/22	Interest		\$ 14.88			\$ 14.88	\$ 14.88			\$ 14.88			
16	12	Broward Cty Tax Collector	08/15/22	NAV Taxes/Interest	\$ 72.81	\$ 56.79	\$ (2.59)		\$ 127.01	\$ 129.60			\$ 127.01			
17									\$ -							
18									\$ -							
					\$1,407,892.10	\$ 1,089.85	\$ (27,123.46)	\$ (52,778.22)	\$ 1,329,080.27	\$ 163,665.00	\$1,115,379.25	\$ 129,937.70	\$ 154,436.12	\$ 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  
8/15/2022  
Distribution  
Includes FY 17/18  
Assessments  
Totaling \$72.81

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.

\$ 1,407,892.10	
\$ 1,089.85	\$ 1,329,080.27
\$ (163,665.00)	\$ (154,436.12)
\$ (1,115,379.25)	\$ (1,052,080.20)
\$ -	\$ -
\$ (129,937.70)	\$ (122,563.95)
\$ 0.00	\$ (0.00)





# Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Admin@IguanaControl.com | www.IguanaControl.com

## RECIPIENT:

### Walnut Creek Community Development District

C/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

## SERVICE ADDRESS:

7500 Northwest 20th Street  
Pembroke Pines, Florida 33024

## Estimate #6091

Sent on 09/08/2022

**Total \$24,000.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Monitoring (Weekly for 1 year)	Monitoring includes weekly visits (more frequent if necessary) to trap (as needed) and employ aggressive methods (netting, noosing, and pellet) for an entire year.  This is your renewal estimate for the 2022-2023 service year.  (Lakes and Canals)	1	\$24,000.00	\$24,000.00*
Monthly Billing Option	Client to be billed monthly at the rate of \$2,000 per month.	1	\$0.00	\$0.00
Service Agreement: Iguana Control Inc.	Service Agreement: Iguana Control Inc. - Effective Iguana treatment requires consistent monitoring for nests and their displacement to reduce iguana nesting sites. - Owner holds Iguana Control Inc. and its affiliates harmless for any loss of plant life. - Labor is included in all installation of barrier, monitoring or any service as noted. - In absence of signatures, issuance of payment and acceptance of payment constitute a binding agreement. - When you keep your monitoring program without interruption , your annual fee will never increase.  The undersigned agent, owner or acting manager fully grants Iguana Control Inc and its agents full access to property. Permission for complete access to property for services required; including repeat visits for multiple applications and use of utilities.	1	\$0.00	\$0.00*

**Payment in the amount of \$2,000.00 will be required to begin.**



## Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Admin@IguanaControl.com | www.IguanaControl.com

**Total**

**\$24,000.00**

\* Non-taxable

I agree to pay Iguana Control Inc. or any of its agents the full cost of this agreement. Verbal agreements between owner and Iguana Control Inc. are not enforceable. Payment is due on acceptance of this estimate. All liens and legal fees will be paid by the property owner.

I attest that I am either the owner or a legal representative of the property to be serviced.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Iguana Control

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(855) 525-5656 | Admin@IguanaControl.com | www.IguanaControl.com

## RECIPIENT:

### Walnut Creek Community Development District

C/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

## Estimate #6092

Sent on 09/08/2022

**Total \$2,900.00**

## SERVICE ADDRESS:

7500 Northwest 20th Street  
Pembroke Pines, Florida 33024

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Monitoring (Weekly for 1 year)	Monitoring includes weekly visits (more frequent if necessary) to trap (as needed) and employ aggressive methods (netting, noosing, and pellet) for an entire year.  This is your renewal estimate for the 2022-2023 service year.  (Taft Entrance - Waterfalls)	1	\$2,900.00	\$2,900.00*
Monthly Billing Option	Client to be billed monthly at the rate of \$241.67 per month.	1	\$0.00	\$0.00
Service Agreement: Iguana Control Inc.	Service Agreement: Iguana Control Inc. - Effective Iguana treatment requires consistent monitoring for nests and their displacement to reduce iguana nesting sites. - Owner holds Iguana Control Inc. and its affiliates harmless for any loss of plant life. - Labor is included in all installation of barrier, monitoring or any service as noted. - In absence of signatures, issuance of payment and acceptance of payment constitute a binding agreement. - When you keep your monitoring program without interruption, your annual fee will never increase.  The undersigned agent, owner or acting manager fully grants Iguana Control Inc and its agents full access to property. Permission for complete access to property for services required; including repeat visits for multiple applications and use of utilities.	1	\$0.00	\$0.00*

**Payment in the amount of \$241.67 will be required to begin.**



## Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Admin@IguanaControl.com | www.IguanaControl.com

**Total**

**\$2,900.00**

I agree to pay Iguana Control Inc. or any of its agents the full cost of this agreement. Verbal agreements between owner and Iguana Control Inc. are not enforceable. Payment is due on acceptance of this estimate. All liens and legal fees will be paid by the property owner.

I attest that I am either the owner or a legal representative of the property to be serviced.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **SERVICE AGREEMENT (Pest Control)**

**THIS SERVICE AGREEMENT** (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 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

**REAS PEST CONTROL INC.**, a Florida corporation, doing business under the Florida registered fictitious name, 1<sup>ST</sup> SOLUTION PEST CONTROL, having its principal address as 18619 SW 107 Avenue, Miami, Florida 33157 (the “Contractor”).

### **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, has the authority and responsibility for the two (2) guardhouses located within the District; and

**WHEREAS**, the District has a need to retain an independent contractor to provide pest control services for the two (2) guardhouses as identified in the Proposal provided by the Contractor attached hereto and incorporated herein by reference as **Exhibit A** (“Proposal”); and

**WHEREAS**, the Contractor represents that it is qualified to perform the pest control services for the District.

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

**Section 1. Recitals.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

#### **Section 2. Services.**

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, pest control services for the two (2) guardhouses located within the District in accordance with this Agreement and the Proposal.

B. The Work under this Agreement shall include pest control service of the guardhouses,

including, but not limited to:

1. Placement and replacement, as necessary, of rodent control traps on the exterior of the guardhouses;
2. Pest control spray to eradicate ants, roaches, silverfish, spiders, fleas and ticks on the interior and exterior of the guardhouses;
3. Preparation of service reports to the District manager or her designee, as requested.

The Work under this Agreement will also include call out services, as necessary.

C. 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.

D. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

E. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the guardhouses and site, and any other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work.

### **Section 3. Manner of Contractor Performance.**

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in the City of Pembroke Pines, Broward County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

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

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A. and B., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or her designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the

District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

#### **Section 4. Compensation.**

A. District agrees to pay Contractor **EIGHT HUNDRED AND FORTY 00/100 (\$840.00) DOLLARS** for the Work as set forth in this Agreement and Proposal. Contractor shall invoice the District after each service is provided.

B. Should the District desire additional services or add additional areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**Section 5. Term.** This Agreement shall commence on the effective date and the initial term of the Agreement shall one (1) year (the "Initial Term"), which Initial Term, unless otherwise terminated pursuant to Section 6, shall automatically renew for up to five (5) extension terms of one year each, as agreed by the parties.

**Section 6. Termination.** Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. 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 7. Insurance.**

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to

this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

1. Worker's Compensation Insurance in accordance with Florida law.
2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
3. Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
4. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance; in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **Section 8. Indemnification.**

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.



C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**Section 9. Liens and Claims.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District. In addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**Section 10. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**Section 11. Custom and Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

**Section 12. Successors.** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

**Section 13. Permits and Licenses.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**Section 14. Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

**Section 15. Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**Section 16. Familiarity with Laws.** Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

**Section 17. Conflicts.** In the event of a specific conflict with respect to any provision of this Agreement and the Exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. Agreement; followed by;
- B. **Exhibit A**--Proposal.

**Section 18. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor effect the meaning or construction of any of the provisions of this Agreement.

**Section 19. Attorney's Fees.** In the event either party 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, and appellate proceedings.

**Section 20. Extent of Agreement.** This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

**Section 21. Amendments.** Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

**Section 22. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have

complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

**Section 23. 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:

- DISTRICT:

**Walnut Creek Community Development District**  
2401 Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager
- With copy to:

**District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Suite 600  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis Lyles, Esq.
- CONTRACTOR:

**Reas Pest Control, Inc.**  
d/b/a 1<sup>st</sup> Solution Pest Control  
18619 SW 107 Avenue  
Miami, Florida 33157  
Attention: 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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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 changes 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 herein.

**Section 24. Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**Section 25. Governing Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida

with venue lying in Broward County, Florida.

**Section 26. 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: 877-737-4922**  
**EMAIL: fware@sdsinc.org**

**Section 27. Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 28. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event 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 any doubtful language will not be interpreted or construed against either party.

**Section 29. Effective Date.** This Agreement shall be effective after execution by both the District and the Contractor.

**Section 30. 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 31. E-Verify.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The 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. The 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 the 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. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The 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 the 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 the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice-Chairman

\_\_\_\_\_ day of \_\_\_\_\_, 2022

WITNESSES:

CONTRACTOR:

REAS PEST CONTROL, INC.  
d/b/a 1<sup>ST</sup> SOLUTION PEST CONTROL

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_\_ day of \_\_\_\_\_, 2022

(CORPORATE SEAL)

STATE OF FLORIDA                                 }  
COUNTY OF \_\_\_\_\_                         }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of REAS PEST CONTROL, INC., d/b/a 1<sup>ST</sup> SOLUTION PEST CONTROL, a Florida corporation. He or she is personally known to me or has produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Proposal**



1st Solution Pest Control agrees to provide pest control service by application of control measures performed on the premises described below. The work order covers only the pest specified below. Should customer request service for pest other than those specified below, it will be at additional charge.

It is further agreed that the premises shall be made available for inspection and treatment by 1st Solution Pest Control as often as necessary to control the specified pest(s) during the duration of this agreement.

This work order does not guarantee against present or future pest damages to building contents, or provide repairs or compensation therefore.

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_\_ Location # \_\_\_\_\_

Walnut Creek Comm. Develop. Dist.

NAME 1800 NW 76 Ave, Pembroke Pines, FL 33024 TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS TO BE SERVICED \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

**SPECIAL INSTRUCTION:** 1. GENERAL PC- SPRAY INSIDE AND PERIMETER OF BOTH GUARD HOUSE.  
2. FILL UP BAIT BOXES AROUND GUARD HOUSE OUTSIDE

- Proposal**  
BOTH SERVICES WILL BE \$140 BI-MONTHLY
- ☒ Reas Solution - Ants, Roaches, Silverfish, Spiders (No Contract)  
☐ Fleas and Ticks.  
☐ Reas Regular Pest Control - Ants, Roaches, Silverfish, Spiders  
☒ Fleas and Ticks (One year agreement).  
☒ Rodent Control & Exclusion Service  
☐ Special Services - 30 days guarantee only.  
☐ Commercial Monthly Service.  
☐ Reas Combination Service (Lawn & Pest Control).

YOUR SCHEDULED MONTH AS INDICATED:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Intensive Service _____	Full Year _____
SVC Rates _____ x _____ SVC= _____	Amount Paid \$ _____
Sales Tax (if applicable) _____	Check Number _____
Total Per Year _____	Credit Card <input type="checkbox"/> _____ Cash <input type="checkbox"/> _____

First Solution Pest Control 10/07/22

REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Disclaimer:** If services provided has follow up must be done within \_\_\_\_ days of service. A follow up cannot be replaced for a regular service. Charges outstanding over 30 days from the date of service are subject to a 1 1/2% finance charge per month or annual percentage rate of 18%. Customer agrees to pay accrued expenses in the event of collection. Please note there will be a fee of \$35 for all returned checks.

FOR OFFICE USE ONLY



## Proposal

12600 S.W. 125 Avenue, Miami, FL 33186  
Phone: 305 255 7000 Fax: 305 255 1281

<b>TO:</b> Walnut Creek CDD	<b>DATE:</b> 8/26/22
<b>ADDRESS:</b> Gloria Perez	<b>JOB NAME:</b> Walnut Creek
2501A Burns Rd	<b>JOB LOCATION:</b> East & West Fountain
Palm Beach Gardens, FL. 33410	<b>PAGE:</b> 1

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We hereby submit specifications and estimates for:

We propose to repair rock and dirt runoff into fountains at main entrance. Rocks will be pulled back to install border where necessary. Lastly we will fill in rocks as needed.

### East and West side waterfall repair

5- yards of Medium River rock  
300 linear ft of plastic border

\*\* Price includes delivery and installation of rock\*\*

Our Charge: \$3,760.00

Turf Management carries \$1,000,000 property liability insurance, vehicle insurance, and all workmen are covered under workers compensation.

---

We Propose hereby to furnish material and/or labor in accordance with above specifications, for the sum of:

\$3,760.00

Acceptance of Proposal

Signature\_\_\_\_\_

Date\_\_\_\_\_

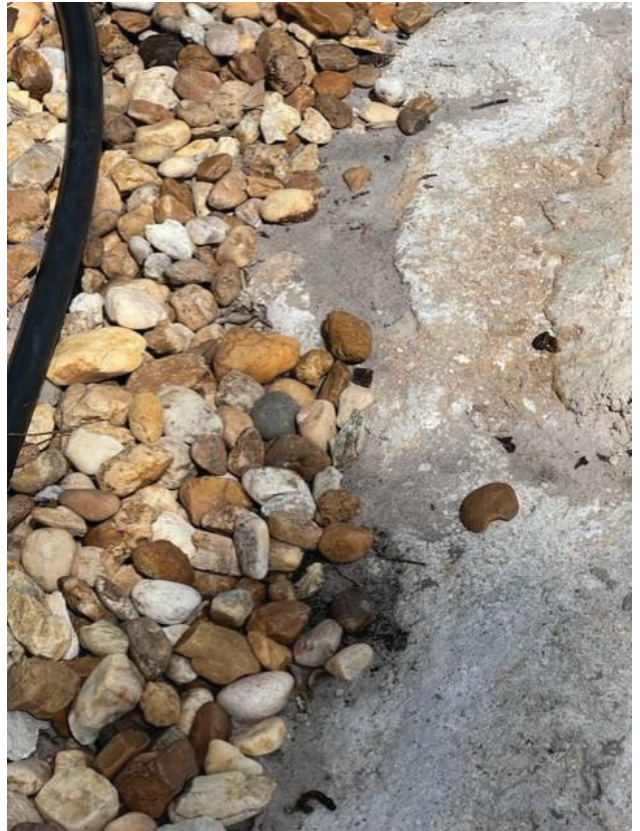
By:

**Fernando Toledo, Certified Arborist**

*For Turf Management*

***This Proposal becomes a Contract upon acceptance by both parties.***







**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Walnut Creek Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 15<sup>th</sup> day of November, 2022

**ATTEST:**

**WALNUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# Walnut Creek Community Development District

**Amended Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

# **CONTENTS**

- I        AMENDED FINAL OPERATING FUND BUDGET**
- II       AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2010)**

**AMENDED FINAL BUDGET**  
**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
<b>REVENUES</b>			
ADMINISTRATIVE ASSESSMENTS	162,648	163,665	163,665
MAINTENANCE ASSESSMENTS	1,116,372	1,115,379	1,115,379
DEBT ASSESSMENTS (2010)	130,015	129,939	129,938
OTHER REVENUES	0	3,999	3,999
INTEREST INCOME	1,500	201	201
<b>TOTAL REVENUES</b>	<b>\$ 1,410,535</b>	<b>\$ 1,413,183</b>	<b>\$ 1,413,182</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	6,000	6,600	6,600
PAYROLL TAXES (EMPLOYER)	480	505	505
ENGINEERING	35,000	17,500	11,973
LEGAL FEES	19,000	23,380	23,380
AUDIT FEES	3,800	3,900	3,900
MANAGEMENT	46,284	46,284	46,284
POSTAGE	1,250	1,975	1,941
OFFICE SUPPLIES/PRINTING	5,750	3,750	3,699
INSURANCE	14,000	15,252	15,252
LEGAL ADVERTISING	1,300	1,300	771
MISCELLANEOUS	9,000	7,500	5,932
DUES & SUBSCRIPTIONS	175	175	175
ASSESSMENT ROLL	7,500	7,500	7,500
TRUSTEE FEES	2,500	1,420	1,420
CONTINUING DISCLOSURE FEE	350	350	350
WEBSITE MANAGEMENT	2,000	2,000	2,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 154,389</b>	<b>\$ 139,391</b>	<b>\$ 131,682</b>
<b>MAINTENANCE EXPENDITURES</b>			
FIELD MAINTENANCE	5,000	5,000	5,000
OPERATIONS MANAGEMENT	12,000	12,000	12,000
SECURITY SERVICES	317,000	317,000	265,591
SECURITY SERVICES - ABDI	12,000	12,000	10,380
SECURITY CAMERAS & MAINTENANCE	5,000	30,000	14,804
TELEPHONE	10,500	11,385	11,385
ELECTRIC	80,000	81,069	81,069
WATER & SEWAGE	17,000	10,107	10,107
GUARD HOUSE - VISITOR PASSES	6,700	3,000	1,908
GATE SYSTEM MAINTENANCE	26,000	26,000	23,717
GUARD HOUSE INT/EXT MAINTENANCE	12,500	32,000	29,324
LAKE & PRESERVE MAINTENANCE	41,000	39,000	36,905
SIGNAGE	2,000	500	0
STREETLIGHT MAINTENANCE	5,000	1,000	190
WATERFALL MAINTENANCE	60,000	78,000	74,242
HOLIDAY LIGHTING	6,600	9,000	8,286
LAKE RESTORATION & MAINTENANCE	5,000	8,500	7,790
IGUANA REMOVAL SERVICES	27,000	30,000	26,900
MISCELLANEOUS MAINTENANCE	5,000	10,000	7,055
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	74,800	74,800	25,210
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES	14,000	5,000	0
HEADWALL STABILIZATION PROJECT	10,000	10,000	0
LAKE SLOPE SOIL MAINTENANCE	10,000	10,000	0
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	285,290	285,290	8,010
TAFT STREET STRUCTURE MAINTENANCE	0	8,400	8,400
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 1,049,390</b>	<b>\$ 1,109,051</b>	<b>\$ 668,273</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,203,779</b>	<b>\$ 1,248,442</b>	<b>\$ 799,955</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 206,756</b>	<b>\$ 164,741</b>	<b>\$ 613,227</b>
PAYMENT TO TRUSTEE (2010)	(122,214)	(122,564)	(122,564)
<b>BALANCE</b>	<b>\$ 84,542</b>	<b>\$ 42,177</b>	<b>\$ 490,663</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,181)	(27,123)	(27,123)
DISCOUNTS FOR EARLY PAYMENTS	(56,361)	(52,778)	(52,778)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (37,724)</b>	<b>\$ 410,762</b>
CARRY FORWARD SURPLUS	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (37,724)</b>	<b>\$ 410,762</b>

FUND BALANCE AS OF 9/30/21	\$1,397,714
FY 2021/2022 ACTIVITY	(\$37,724)
GROSS FUND BALANCE AS OF 9/30/22	\$1,359,990
LESS IMPROVEMENTS/EMERGENCY FUND BALANCE AS OF 9/30/22	\$873,616
PROJECTED OPERATING FUND BALANCE AS OF 9/30/22	\$486,374

Note: Fund Balance Includes Reserve Balances Totaling \$271,500.  
Reserves (S-8 Canal, etc.) will be adjusted in October 2022.

**AMENDED FINAL BUDGET**  
**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND (SERIES 2010)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR</b>	<b>AMENDED</b>	<b>YEAR</b>
	<b>2021/2022</b>	<b>FINAL</b>	<b>TO DATE</b>
	<b>BUDGET</b>	<b>BUDGET</b>	<b>ACTUAL</b>
<b>REVENUES</b>	<b>10/1/21 - 9/30/22</b>	<b>10/1/21 - 9/30/22</b>	<b>10/1/21 - 9/29/22</b>
Interest Income	25	908	908
NAV Tax Collection	122,214	122,564	122,564
Prepaid Bond Collection	0	0	0
<b>Total Revenues</b>	<b>\$ 122,239</b>	<b>\$ 123,472</b>	<b>\$ 123,472</b>
<b>EXPENDITURES</b>			
Principal Payments	50,000	50,000	50,000
Additional Principal Payments	10,256	0	0
Interest Payments	61,983	62,663	62,663
<b>Total Expenditures</b>	<b>\$ 122,239</b>	<b>\$ 112,663</b>	<b>\$ 112,663</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 10,809</b>	<b>\$ 10,809</b>

FUND BALANCE AS OF 9/30/21	\$229,257
FY 2021/2022 ACTIVITY	\$10,809
FUND BALANCE AS OF 9/30/22	\$240,066

Notes

Reserve Fund Balance = \$123,727\*. Revenue Fund Balance = \$115,850\*

Redemption Account Balance = \$489\*.

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$30,056.

\* Approximate Amounts

**Series 2010 Bond Information**

Original Par Amount =	\$2,650,000	Annual Principal Payments Due:
Interest Rate =	2.051% - 5.95%	May 1st
Issue Date =	January 2010	Annual Interest Payments Due:
Maturity Date =	May 2040	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$1,045,000	





August 30/2022

Att. Mrs. Gloria Perez  
Project Manager.  
Special District Services, Inc.

Ref: WALNUT CREEK GUARDHOUSE IMPROVEMENT.  
CHANGE ORDER

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for "Guardhouse Interior improvement" change order.

## SCOPE OF WORK:

- Remove Damaged Drywall on bathroom. (Cut and Replace)
- Furnish and Installation new drywall, tape and plaster.

\$800=

Schedule Payment:

100% Final Payment.

Best Regards,

Martha L. Arango  
Martha L. Arango  
C.G.C.  
Construction Manager

*Al Arking*  
*9/01/2022*  
*Approving C.O. #1*  
*to the agreement dated*  
*March 31, 2022*  
*Thereby replacing damaged*  
*drywall.*  
*Not to exceed \$800.00*



September 13, 2022

Att. Mrs. Gloria Perez  
Project Manager.  
Special District Services, Inc.

Ref: WALNUT CREEK GUARDHOUSE IMPROVEMENT.  
CHANGE ORDER 2

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for "Guardhouse Interior improvement" change order 2

## SCOPE OF WORK:

- Remove and Replace by new one the " Exit Sign". (2 Un))
- Remove and Replace by new one the A/C ceiling grill. ( 10" x 10" ) (1 Un)
- Remove and Replace by new one Supply wall frame and grill A/C Unit. (1 Un)
- Remove and paint return wall grill A/C unit. (1 Un)
- Remove and Replace by new one the Toilette Paper holder. (1 Un)
- Remove and Replace by new one the bathroom Mirror. ( 1 Un)
- Remove and Replace by new one the Fan w/ control & extension

\$ 2,350=

Schedule Payment:

100% Final Payment.

Best Regards,

Martha L. Arango  
Martha L. Arango  
C.G.C.  
Construction Manager

18268 SW 3rd St Pembroke Pines, FL 33029

*ADO Pleguez*  
*CO #2*  
*Approved 9/16/2022*  
*w/ Thompson Ross*  
*authorization in amount*  
*not to exceed \$2,350.00*  
*under terms of existing*  
*Agreement dated 3/31/2022*  
*9/16/22*  
phone: (305)-318-7703 | fax: (954)-442-9413

**From:** andy rose <[arose001@yahoo.com](mailto:arose001@yahoo.com)>

**Sent:** Monday, September 19, 2022 5:30 PM

**To:** Gloria Perez <[gperez@sdsinc.org](mailto:gperez@sdsinc.org)>; Clifton Cole <[walnutcreekfla@hotmail.com](mailto:walnutcreekfla@hotmail.com)>; Clifton Cole <[walnutcreekfla@comcast.net](mailto:walnutcreekfla@comcast.net)>

**Subject:** Walnut Creek Security

Gloria,

Over the weekend we had several individuals in the Park South causing problems, and there was no security to assist. People were Driving recklessly everywhere and doing drugs in the guest parking lot.

I was just made aware that the CDD has decided to stop the daytime security rover until 10pm. This is absolutely insane, and this decision puts our entire community at risk!

How could this decision be made with complete disregard for the residents at Walnut Creek?? We have guests and some residents doing what ever they want with no regard for rules and safety.

I have heard many residents outraged with this decision, and we need our security brought back ASAP! The CDD has no right to make a decision like this, and the residents at Walnut Creek deserve to have our neighborhood protected with a daytime and nighttime security guard roaming the property every day. We are paying for this service in our monthly dues, and when word gets out that this community has no security you can bet your bottom line the crime rate will skyrocket in this community!!

I am speaking with several home owners over the next few days, and they will be speaking with many more home owners until we have enough people to come together as a collective. We will make our voice heard at the CDD board until this ridiculous decision is reversed, and our security is brought back.

Andy Rose  
954-558-4074

[Sent from Yahoo Mail for iPhone](#)



Report Type	<b>General / Access Gate Arm Barrier Damage</b>
Reported By	Brian Ruiz [Administrator]
Site Name	Walnut Creek CDD
Site Address	7500 NW 20th st, Pembroke Pines, Florida, 33024
Date / Time	Mon 10/03/2022 03:40 PM
Report Ref #	02120000185162

#### Report Description:

On October 3rd at 1540 hours Miss Julia Ehrlich entered the community, hitting the gate arm in the process. The gate arm was hit as Miss Ehrlich sped in and failed to wait until the gate arm fully closed before being opened again. Review of the video footage shows that Miss Ehrlich initially reacted to the gate arm coming down before hitting it, but did not completely stop and instead attempted to dodge it, which I believe may be due to the high speed she was entering at. Please note that signage is clearly posted at the entrance stating that the gate closes after each vehicle.

#### Emergency Responder Involved

Type: **Police**

Name: **Ofc. Rivas**

Badge: **934**

Case or Alarm #: **2022-065562**

Arrival Time: **Wed 10/26/2022 09:30 AM**

Departure Time: **Wed 10/26/2022 09:47 AM**

#### Vehicle(s) Involved:

Vehicle Ref	Plate	State	Make	Model	Color	Decal
Ref #1	<b>JUUJU</b>	Florida	Mercedes Benz	N/A	GOLD	

#### Person(s) Involved:

Person Ref	Role	Name	Address	Phone
Ref #1	Suspect	Julia Ehrlich	, N/A, N/A,	+1 954-663-5382

Reported by:

**Brian Ruiz**

Tue 11/08/2022 12:00 PM

**From:** [Julia Ehrlich](#)  
**To:** [bruiz@regionssecurity.us](mailto:bruiz@regionssecurity.us)  
**Cc:** [Gloria Perez](#); [Carlos Rivero, Jr.](#); [Walnut Creek](#); [Ronald Galvis](#); [Frances Ware](#); [Gabrielle Vitucci](#); [James Walling](#)  
**Subject:** Re: Walnut Creek Incident  
**Date:** Tuesday, October 25, 2022 2:55:02 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

Good afternoon,

I called within a week of the incident and gave the car description and described the incident and was told “cliff” was out of town. I’m guessing he is the property manager. He then called me back October 11th at 1:14 pm saying I need to email Gloria which is what I did. There is no possible way there is no footage when it hasn’t even been a month. Due to the lack of initiative taken, now I have to pay out of pocket when the footage could’ve been obtained when I first called. You can’t say the guard does not recall the incident when many guards work there so how did you know which guard to talk too? Yes I would like to file the police report and will take this to court if needed too. Thank you  
Julia Ehrlich

On Tuesday, October 25, 2022, <[bruiz@regionssecurity.us](mailto:bruiz@regionssecurity.us)> wrote:

Good afternoon Gloria & Julia,

Julia, I’m very sorry to hear that you experienced damage to your vehicle.

Unfortunately, due to this issue happening on October 3<sup>rd</sup>, we no longer have the video footage to check and prove that this was a mistake caused by our operation of the gates. I can tell you that our guard does not physically open the gate, it is done through an automated system and the gate will automatically close after each vehicle.

We questioned our guard upon receiving this communication last Friday and he claims that he does not have any recollection of this incident happening. This is understandable, considering that this incident happened at the start of the month and our staff processes hundreds of vehicles each day.

At the moment, the most we can do is have a police report filed, but we would need you to be present at the guardhouse while police is contacted so a full report can be submitted. As mentioned, due to the length of time between the incident and this being reported we’re not able to collaborate the claims with any video evidence or employee testimony.

Should you ever have a similar case in the future (which we hope is never the case), please make sure to immediately turn around and report the incident to the gatehouse officer. They



are trained to contact police and fill out a full report on the issue.

If you would like to proceed with the police report, please let me know a good date and time for you to stop by our guardhouse so that we can inform the corresponding security officer.

If you have any questions or concerns please do not hesitate to reach out. Thank you.

Cordially,



Brian Ruiz  
Operations Manager

Regions Security Services, Inc.

[1100 NW 72nd Ave](#)

[Miami, FL 33126](#)

[www.RegionsSecurity.us](http://www.RegionsSecurity.us)

(305) 323-5534 – **Direct**

(877) 505-7774 – **Toll Free**

(305) 517-1267 – **Fax**

[Bruiz@RegionsSecurity.us](mailto:Bruiz@RegionsSecurity.us)

**Security Guards | Front Desk Personnel | Technology | CCTV & Access Control |  
Security Assessments & Training | Gate Systems | CAM CE Provider**

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**Electronic Signature Notice:** Nothing contained in the body and/or header of this e-mail is intended as a signature or intended to bind the addressor or any person represented by the addressor to the terms of any agreement that may be the subject of this e-mail or its attachment(s), except where such intent is expressly indicated.



Please consider the environment when handling this email.

---

**From:** Gloria Perez <[gperez@sdsinc.org](mailto:gperez@sdsinc.org)>

**Sent:** Thursday, October 20, 2022 3:45 PM

**To:** Julia Ehrlich <[julia33024@gmail.com](mailto:julia33024@gmail.com)>

**Cc:** [bruiz@regionssecurity.us](mailto:bruiz@regionssecurity.us); Carlos Rivero, Jr. <[crivero@regionssecurity.com](mailto:crivero@regionssecurity.com)>; Walnut

Creek <[walnutcreekfla@comcast.net](mailto:walnutcreekfla@comcast.net)>; Ronald Galvis <[rGalvis@sdsinc.org](mailto:rGalvis@sdsinc.org)>; Frances Ware <[FWare@sdsinc.org](mailto:FWare@sdsinc.org)>; Gabrielle Vitucci <[gvitucci@sdsinc.org](mailto:gvitucci@sdsinc.org)>; James Walling <[james@atisecuritysystems.com](mailto:james@atisecuritysystems.com)>

**Subject:** RE: Walnut Creek Incident

Julia, thank you for the prompt response and details.

Brian, please investigate this matter, pull the footage, and request a police report.

Have a great day All,

Gloria Perez

District Manager

Special District Services, Inc.

[gperez@sdsinc.org](mailto:gperez@sdsinc.org)

Office: 786-347-2711 Ext. 2011

Toll Free: 877-737-4922



[www.sdsinc.org](http://www.sdsinc.org)

**BOARD MEMBERS:** Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

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**From:** Julia Ehrlich <[julia33024@gmail.com](mailto:julia33024@gmail.com)>  
**Sent:** Thursday, October 20, 2022 3:39 PM  
**To:** Gloria Perez <[gperez@sdsinc.org](mailto:gperez@sdsinc.org)>  
**Cc:** [bruiz@regionssecurity.us](mailto:bruiz@regionssecurity.us); Carlos Rivero, Jr. <[crivero@regionssecurity.com](mailto:crivero@regionssecurity.com)>; Walnut Creek <[walnutcreekfla@comcast.net](mailto:walnutcreekfla@comcast.net)>; Ronald Galvis <[rGalvis@sdsinc.org](mailto:rGalvis@sdsinc.org)>; Frances Ware <[FWare@sdsinc.org](mailto:FWare@sdsinc.org)>; Gabrielle Vitucci <[gvitucci@sdsinc.org](mailto:gvitucci@sdsinc.org)>; James Walling <[james@atisecuritysystems.com](mailto:james@atisecuritysystems.com)>  
**Subject:** Re: Walnut Creek Incident

Okay, the location of the gate at Walnut Creek was on Taft street. October 3 at around 3:40pm rose gold Mercedes license plate is "Juuju". I haven't gotten quotes yet as I don't have the funds to even pay for it so I didn't wanna waste anyone's time but I will go ahead and get quotes soon to send the document. About the incident, I waved at the guard as the previous car told him we were together. The guard waved at me back signaling to go through the gate. As I was going my car was already halfway in when it closed on me twice and it was lit up green not red. I've been there many times and this has never happened to me. Thank you!

On Thursday, October 20, 2022, Gloria Perez <[gperez@sdsinc.org](mailto:gperez@sdsinc.org)> wrote:

Good afternoon,

The Regions Security team copied herein will pull footage from the referenced date and time to evaluate what occurred. Kindly specify the location of the gate. With this footage Regions is required to issue a police report for this incident. Feel free to contact Brian Ruiz copied herein with regards to the footage and/or the police report.

In the meantime, if you have already obtained an estimate for repairs kindly forward the same for District records in case it should be determined that damages were caused by a malfunction of the system, the same would be brought before the Board of Supervisors for review and approval consideration.

Thank you,

Gloria Perez

District Manager



Special District Services, Inc.

[gperez@sdsinc.org](mailto:gperez@sdsinc.org)

Office: 786-347-2711 Ext. 2011

Toll Free: 877-737-4922



[www.sdsinc.org](http://www.sdsinc.org)

**BOARD MEMBERS:** Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Under Florida Law, e-mail addresses are public records.

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**From:** Julia Ehrlich <[julia33024@gmail.com](mailto:julia33024@gmail.com)>  
**Sent:** Thursday, October 20, 2022 1:28 PM  
**To:** Gloria Perez <[gperez@sdsinc.org](mailto:gperez@sdsinc.org)>  
**Subject:** Walnut Creek incident

Good evening,

I am emailing you in regards to an incident that occurred at the main gate on Taft street at Walnut Creek. I spoke to multiple people including cliff who gave me your email. On October 3rd at around 2:45pm I was entering the community and the gate closed twice on my car causing two dents and the paint to come off. I drive a rose gold brand new mercedes 2022 with the license plate "Juuju". I spoke to friends in the neighborhood and they stated the gate has problems and that has happened to their people before too.

If you can give me a call at 954-663-5382 or email me back if I don't pick up I would highly appreciate it. Thank you!

Julia Ehrlich

954-663-5382

# GATE MAINTENANCE AGREEMENT

## AT&I SECURITY SYSTEMS

12260 SW 53RD ST

/ james@atisecuritysystems.com / <http://atisecuritysystems.com>

## CLIENT: WALNUT CREEK COMMUNITY DEVELOPMENT

Delivered on: October 28, 2022

Submitted by: James Walling





Dear Walnut Creek Community Development,

AT&I knows that the first thing people notice when they come to Walnut Creek Community Development are the gates, which is why AT&I strives to not only keep them working, but to create an aesthetically pleasing entrance.

AT&I's staff is made up the most experienced technicians in the industry, with multiple technicians having decades of experience in the field. That is why AT&I can put full trust in our employees, just like Walnut Creek Community Development can. Our knowledge and experience can help Walnut Creek Community Development reach their full potential.

Constant issues with gates can create a headache not only for the residents, but for the management company as well. AT&I knows that if the equipment is neglected, then issues will arise. Which is why we recommend preventative maintenance to stop any issues before they start.

In other words, when it comes to gate maintenance, no news is good news. At AT&I Security Systems, we don't just maintain basic standards - we go above and beyond.

I've prepared this proposal for Walnut Creek Community Development's specific needs. I look forward to partnering with you to enhance your already outstanding reputation.

Sincerely,

James Walling







# ABOUT AT&I SYSTEMS

We are a local security business serving Dade, Broward, Palm Beach, and Orlando for over 25 years. Our experience and expertise in the gate servicing, access control and video surveillance positions AT&I Systems well to help protect your most valuable assets. Our experts are asked for by name by our clients! AT&I Systems prides itself on our customer service and communication with our clients. We design our internal processes to meet the needs of our clients and provide constant communication with our clients for events like a service call to a complicated installation.

## ***Our AT&I Notify System Supports Our Communication Strategy***

Do you have trouble calling service companies? Do you have to chase them down and don't really know when they will arrive at your location? With ATI Notify, we push communications directly to you via email notifications with a detailed description of your request. When our technicians complete a request, they update the work order documenting a description of the work completed. From there, ATI Notify immediately sends a copy of the completed work order to the client.

Have trouble reconciling work order invoices? With ATI Notify, our invoice number matches the work order number, allowing your accounting department to quickly match to the invoice, making their job a bit easier as well. ATI Security Systems has the experience, expertise and ATI Notify communications system to support all of your gates, access control and video surveillance needs. Stop chasing your vendors and let AT&I Systems stay in touch with you!



## ***Our people***

Each member of the AT&I Systems team is carefully screened. We hire only the most conscientious and professional candidates. Each technician is thoroughly trained in our systems, products, and equipment, and is bonded and insured.

## ***Services We Provide***

AT&I Systems is proud to provide a variety of state-of-the-art surveillance, access control, and gate system solutions across Florida:



**Gate Systems**



**Access Control Systems**



**High Definition  
Surveillance Systems**

## ***Security Solutions***

AT&I Systems offers complete end to end solutions for any commercial application. From gates and visitor management systems for your community, to state-of-the-art cameras with analytics and industry-leading access control for your doors, AT&I Systems can build a solution for you.

There is more to security than just designing a surveillance security system. Understanding the business environment where the solution will be used is crucial to ensuring that the solution has all the capabilities to meet the needs of our clients. Whether these requirements are generated by day-to-day conditions, business needs or outside regulations or requirements, they must be considered when designing a system. With this philosophy always in mind, AT&I Systems builds integrated security solutions that are specifically designed for specific needs of specific users.



# AT&I tailors every Gate Maintenance Agreement to each property's needs.

This helps your property receive high quality service at a competitive price that will help maintain budget predictability year round.

Maintenance Agreement Provisions	Level 1 All Inclusive	Level 2 Labor Inclusive	Level 3 Maintenance Only
Remote Support	Included	Included	Included
Telephone Entry/Access Control Programming	Included	Included	Not included. Subject to standard programming fees
Priority Response	Included	Included	Not included
On-Site Emergency Service (Weekends & After Hours)	Available	Available	Available
Preventative Maintenance Health Status Report	Included	Included	Included
On-Site Standard Labor Fee	No Charge	No Charge	Standard Service Fee
Parts Fees	No Charge	10% off all Parts	Standard Pricing
Preventative Maintenance Service	4 times a year	4 times a year	4 times a year
Gate Arm Remounting	2 per month included	1 per month included	Not included. Subject to standard service fees
Hurricane Preparation	Included	Not included. Subject to standard service fees	Not included. Subject to standard service fees





## WHAT WILL WE CHECK FOR DURING A PREVENTATIVE MAINTENANCE?

A preventative maintenance check can keep Walnut Creek Community Development running as smoothly as possible. AT&I likes to take care of issues before they become one. We perform several tasks during a PM including:

- Check and lubricate the inside of the operators, all moving parts, components, and hinges
- Check, adjust, or replace all worn belts and chains
- Check clutches on gear boxes and maintain proper fluid levels
- Check loop detectors and verify loop settings
- Adjust and tighten all hardware on swing/ slide gates
- Check all bolts, anchors, and wiring for operators
- Check motor brushes
- Meter test battery backup system for proper voltage
- Check the cooling fans and remove debris from the fans
- Walnut Creek will receive one (1) additional gate arm remount per month








# YOUR CUSTOMIZED PLAN

Preventative Maintenance checks with a game plan, as our techs are aware of your equipment before they arrive on site. Below is the equipment we will service and maintain:

**\*Sheridan Street Entrance & Exit\***  
4 Liftmaster Barrier Mega Arm Gate Operator  
4 Liftmaster Swing Gate Operator  
2 BAI Bar Code Scanner (This unit will need to be sent to the factory for repairs which the repairs for this unit are not covered under this contract)

**\*Taft Street Main Entrance & Exit\***  
5 Liftmaster Barrier Mega Arm Gate Operator  
1 BAI Bar Code Scanner (This unit will need to be sent to the factory for repairs which the repairs for this unit are not covered under this contract)

22 Inground Safety Loops

PM AGREEMENT LEVEL			Total Monthly	
<input type="checkbox"/> All Inclusive	\$1,613 /month	1	\$1,613 /month	 INITIALS Gloria Perez
<input type="checkbox"/> Labor Included	\$680 /month	1	\$680 /month	 INITIALS Gloria Perez
<input type="checkbox"/> Maintenance Only	\$450 /month	1	\$450 /month	 INITIALS Gloria Perez



# OUR AGREEMENT AND NEXT STEPS

This contract is made between AT&I Systems and Walnut Creek Community Development for a period of one year with the options listed above with an automatic annual renewal.

**Service Contract Exclusions:** Any damage due to Acts of Nature or Vandalism, i.e vehicle driving through a gate arm operator, knocking off the gate arm and crushing it. Resident/ visitor entry devices, such as: Telephone entry system, RFID System, Barcode System, etc., needing factory repair charges, are not covered. The labor to install, diagnose, and send to manufacturer is covered however.

**Hourly Service Call Rate:** \$125.00/ hour.

**Travel Charges:** \$0.00

**Normal Service Hours:** Monday thru Friday 7:30am-4:30pm. (Saturday and Sundays are for emergency purposes only.)

**Emergency Service:** Emergency service is billed at \$150.00/ hr with a minimum of two hours. Emergency Service is to open the gates during an emergency where vehicles are unable to enter or exit the community until a technician can repair the next available business day.

A full inspection of the gate equipment is required prior to this agreement taking effect.

**Cancellation:** Required 30 days notice prior to cancellation of contract.

Acceptance of terms and conditions listed above.

 **SIGNATURE**  
Gloria Perez

 **SIGNATURE**  
James Walling

 **INITIALS**  
Gloria Perez

# GATE MAINTENANCE AGREEMENT

## AT&I SECURITY SYSTEMS

12260 SW 53RD ST

/james@atisecuritysystems.com / <http://atisecuritysystems.com>

## CLIENT: WALNUT CREEK COMMUNITY DEVELOPMENT

Delivered on: October 26, 2022

Submitted by: James Walling





Dear Walnut Creek Community Development,

AT&I knows that the first thing people notice when they come to Walnut Creek Community Development are the gates, which is why AT&I strives to not only keep them working, but to create an aesthetically pleasing entrance.

AT&I's staff is made up the most experienced technicians in the industry, with multiple technicians having decades of experience in the field. That is why AT&I can put full trust in our employees, just like Walnut Creek Community Development can. Our knowledge and experience can help Walnut Creek Community Development reach their full potential.

Constant issues with gates can create a headache not only for the residents, but for the management company as well. AT&I knows that if the equipment is neglected, then issues will arise. Which is why we recommend preventative maintenance to stop any issues before they start.

In other words, when it comes to gate maintenance, no news is good news. At AT&I Security Systems, we don't just maintain basic standards - we go above and beyond.

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Sincerely,

James Walling







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Have trouble reconciling work order invoices? With ATI Notify, our invoice number matches the work order number, allowing your accounting department to quickly match to the invoice, making their job a bit easier as well. ATI Security Systems has the experience, expertise and ATI Notify communications system to support all of your gates, access control and video surveillance needs. Stop chasing your vendors and let AT&I Systems stay in touch with you!



## ***Our people***

Each member of the AT&I Systems team is carefully screened. We hire only the most conscientious and professional candidates. Each technician is thoroughly trained in our systems, products, and equipment, and is bonded and insured.

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**Gate Systems**



**Access Control Systems**



**High Definition  
Surveillance Systems**

## ***Security Solutions***

AT&I Systems offers complete end to end solutions for any commercial application. From gates and visitor management systems for your community, to state-of-the-art cameras with analytics and industry-leading access control for your doors, AT&I Systems can build a solution for you.

There is more to security than just designing a surveillance security system. Understanding the business environment where the solution will be used is crucial to ensuring that the solution has all the capabilities to meet the needs of our clients. Whether these requirements are generated by day-to-day conditions, business needs or outside regulations or requirements, they must be considered when designing a system. With this philosophy always in mind, AT&I Systems builds integrated security solutions that are specifically designed for specific needs of specific users.



# AT&I tailors every Gate Maintenance Agreement to each property's needs.

This helps your property receive high quality service at a competitive price that will help maintain budget predictability year round.

Maintenance Agreement Provisions	Level 1 All Inclusive	Level 2 Labor Inclusive	Level 3 Maintenance Only
Remote Support	Included	Included	Included
Telephone Entry/Access Control Programming	Included	Included	Not included. Subject to standard programming fees
Priority Response	Included	Included	Not included
On-Site Emergency Service (Weekends & After Hours)	Available	Available	Available
Preventative Maintenance Health Status Report	Included	Included	Included
On-Site Standard Labor Fee	No Charge	No Charge	Standard Service Fee
Parts Fees	No Charge	10% off all Parts	Standard Pricing
Preventative Maintenance Service	4 times a year	4 times a year	4 times a year
Gate Arm Remounting	2 per month included	1 per month included	Not included. Subject to standard service fees
Hurricane Preparation	Included	Not included. Subject to standard service fees	Not included. Subject to standard service fees





## WHAT WILL WE CHECK FOR DURING A PREVENTATIVE MAINTENANCE?

A preventative maintenance check can keep Walnut Creek Community Development running as smoothly as possible. AT&I likes to take care of issues before they become one. We perform several tasks during a PM including:

- Check and lubricate the inside of the operators, all moving parts, components, and hinges
- Check, adjust, or replace all worn belts and chains
- Check clutches on gear boxes and maintain proper fluid levels
- Check loop detectors and verify loop settings
- Adjust and tighten all hardware on swing/ slide gates
- Check all bolts, anchors, and wiring for operators
- Check motor brushes
- Meter test battery backup system for proper voltage
- Check the cooling fans and remove debris from the fans
- Walnut Creek will receive one (1) additional gate arm remount per month





# YOUR CUSTOMIZED PLAN

AT&I Systems maintains hundreds of properties across South Florida, from small condominiums, to large HOAs with thousands of homes. Because of our vast portfolio of properties, we are able to tailor our service to each property's needs. We go into our Preventative Maintenance checks with a game plan, as our techs are aware of your equipment before they arrive on site. Below is the equipment we will service and maintain:

**\*Sheridan Street Entrance & Exit\***

4 Liftmaster Barrier Mega Arm Gate Operator


4 Liftmaster Swing Gate Operator

2 BAI Bar Code Scanner (This unit will need to be sent to the factory for repairs which the repairs for this unit are not covered under this contract)

**\*Taft Street Main Entrance & Exit\***

5 Liftmaster Barrier Mega Arm Gate Operator

1 BAI Bar Code Scanner (This unit will need to be sent to the factory for repairs which the repairs for this unit are not covered under this contract)

PM AGREEMENT LEVEL			Total Monthly	
<input type="checkbox"/> All Inclusive	\$863 /month	1	\$863 /month	 INITIALS Gloria Perez
<input type="checkbox"/> Labor Included	\$680 /month	1	\$680 /month	 INITIALS Gloria Perez
<input type="checkbox"/> Maintenance Only	\$450 /month	1	\$450 /month	 INITIALS Gloria Perez



# OUR AGREEMENT AND NEXT STEPS

This contract is made between AT&I Systems and Walnut Creek Community Development for a period of one year with the options listed above with an automatic annual renewal.

**Service Contract Exclusions:** Any damage due to Acts of Nature or Vandalism, i.e vehicle driving through a gate arm operator, knocking off the gate arm and crushing it. Resident/ visitor entry devices, such as: Telephone entry system, RFID System, Barcode System, etc., needing factory repair charges, are not covered. The labor to install, diagnose, and send to manufacturer is covered however.

**Hourly Service Call Rate:** \$125.00/ hour.

**Travel Charges:** \$0.00

**Normal Service Hours:** Monday thru Friday 7:30am-4:30pm. (Saturday and Sundays are for emergency purposes only.)

**Emergency Service:** Emergency service is billed at \$150.00/ hr with a minimum of two hours. Emergency Service is to open the gates during an emergency where vehicles are unable to enter or exit the community until a technician can repair the next available business day.

A full inspection of the gate equipment is required prior to this agreement taking effect.

**Cancellation:** Required 30 days notice prior to cancellation of contract.

Acceptance of terms and conditions listed above.

 **SIGNATURE**  
Gloria Perez

 **SIGNATURE**  
James Walling

 **INITIALS**  
Gloria Perez

**FIRST AMENDMENT AND EXTENSION OF SERVICE AND  
MAINTENANCE AGREEMENT  
(Security Gate Systems)**

**THIS FIRST AMENDMENT AND EXTENSION TO SERVICE AND MAINTENANCE AGREEMENT** (this “First Amendment”) is made 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 the Pembroke Pines, Broward County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

**VANTAGE INTEGRATION, INC.**, a Florida corporation, d/b/a AT&I SYSTEMS, having its principal address as 12260 SW 53 Street, Suite 608, Cooper City, Florida 33330 (the “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**, the District and the Contractor entered into that a Service and Maintenance Agreement, dated April 25, 2016 (the “Agreement”), which expired by its own terms and the parties continued services on a month-to-month basis and in accordance with the District’s budget allocated for said services; and

**WHEREAS**, the Contractor will continue to provide service and maintenance of the gates entry and access control systems; and

**WHEREAS**, the District and the Contractor intend to amend the Agreement to extend the term of the Agreement for an additional year and automatic one year renewal terms subject to the District’s annual appropriation of funds; and

**WHEREAS**, the Florida law requires the addition of Public Records section and E-Verify section to be included in agreements entered into between the District and the Contractor.

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

**Section 2.** That pursuant to Section 5 of the Agreement, entitled “Term”, the Agreement is hereby extended for an additional one-year period beginning on October 1, 2022 and through September 30, 2023, unless otherwise terminated pursuant to Section 6, shall automatically renew for one year term, subject to the annual appropriation of funds by the District in accordance with the requirements of Florida law.

**Section 3.** That Section 26 of the Agreement, entitled “Public Records” is hereby revised and replaced to state as follows:

**Section 26. 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, FLORIDA 33410  
TELEPHONE: 877-737-4922  
EMAIL: fware@sdsinc.org**

**Section 4.** That the Agreement is hereby revised to add the following new Section 31, entitled "E-Verify" as follows:

**Section 31. E-Verify.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The 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. The 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 the 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. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The 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 the 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 the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The 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.

**Section 5.** In all other respects the Agreement between the parties, as defined herein, and all addenda and amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

**Section 6.** This First Amendment shall be effective on October 1, 2022.

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

ATTEST:

WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

\_\_\_\_\_ day of \_\_\_\_\_, 2022

WITNESSES:

CONTRACTOR:

VANTAGE INTEGRATION, INC.  
D/B/A AT&I SYSTEMS

\_\_\_\_\_  
\_\_\_\_\_  
[PRINT NAME OF WITNESS]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_\_ day of \_\_\_\_\_, 2022