



**WALNUT CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**BROWARD COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 19, 2023  
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**  
**September 19, 2023**  
**6:00 p.m.**

- A. Call to Order**
- B. Proof of Publication.....Page 1**
- C. Establish Quorum**
- D. Additions or Deletions to Agenda**
- E. Comments from the Public for Items Not on the Agenda**
- F. Approval of Minutes**
  - 1. August 15, 2023 Regular Board Meeting & PH Minutes.....Page 2
- G. Administrative Matter**
  - 1. Financial Update.....Page 10
- H. New/Additional Business**
  - 1. Caltran Engineering Presentation, Gate Trap Analysis Report & Recommendation
  - 2. Discussion Regarding CBWCD Notice & Requirements.....Page 22
  - 3. Consider Approval of Proposal for 5 Year Re-Certification Inspection Services.....Page 44
  - 4. Discussion Regarding Previously TABLED Proposals Presented at Previous Meeting for CCTV and Cleaning Related to 3-Year Action Plan and CBWCD Approval to Comply with 5-Year Certification and District Engineer Opinion.....Page 59
  - 5. Iguana Control Reports.....Page 61
  - 6. Consider Approval of HOA Pavilion Stucco Repairs and Paint Proposal.....Page 62
  - 7. Consider Approval of Regions Est./Change Order 2023-1735 for the Pedestrian Gate Access Control System Repair.....Page 63
  - 8. Consider Approval of Regions Est. 2023-1017 for Dualbeam Barcode Reader.....Page 65
  - 9. Consider Approval of Amendment to the Gates Facilities Rule Increasing the Cost of the Fees and Authorizing a Public Hearing.....Page 67
  - 10. Review Proposals for Security Gate Maintenance Services.....Page 70
  - 11. Consider Approval of Proposal for Quarterly Trimming of Palms Near the Taft Waterfalls.....Page 95
  - 12. Consider Approval for HOA Changes to Monument Maintenance Agreement.....Page 96
- I. Security Systems/Services**
  - 1. Security Report.....Page 107
  - 2. Security Administrator Updates and Reports
    - a. Activity Report.....Page 109
    - b. Invoice Report.....Page 110
    - c. Incident Report.....Page 111
  - 3. Gate Arm Damage on July 21, 2023 – J. Kilpatrick.....Page 113

4. Gate Arm Damage on August 16, 2023 – F. Mohammed.....Page 118

5. Gate Arm Damage and Letter on August 28, 2023 – C. Brzostowicki.....Page 120

6. Gate Arm Damage on August 9, 2023 – L. Berkowitz.....Page 122

7. Discussion Regarding the Reimbursement of the Previously Addressed Gate Arm Damages of June 2, 2023, at 3:00 p.m. to Lori Lucinski vehicle and Regions’ Response on the matter.

**J. Old Business**

**K. Additional Staff Updates/Requests**

- 1. Attorney
- 2. District Manager

**L. Additional Board Member/Public Comments**

**M. Adjourn**

## BROWARD

STATE OF FLORIDA  
COUNTY OF BROWARD:

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

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT -  
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,  
was published in said newspaper by print in the issues of  
and/or by publication on the newspaper's website, if  
authorized, on

11/03/2022

Affiant further says that the newspaper complies with all  
legal requirements for publication in chapter 50, Florida  
Statutes.

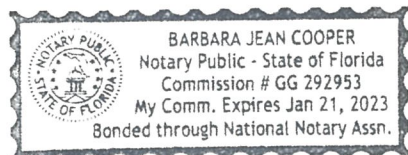
*Scherrie A Thomas*

Sworn to and subscribed before me this  
3 day of NOVEMBER, A.D. 2022

*Barbara Jean Cooper*

(SEAL)

SCHERRIE A. THOMAS personally known to me



### 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  
11/3 22-21/0000628511B



**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
AUGUST 15, 2023**

**A. CALL TO ORDER**

District Manager, Gloria Perez, called the August 15, 2023, 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 3, 2022, as part of the District’s Fiscal Year 2022/2023 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 Chairperson Elina Levenson and Supervisors Zalman Kagan and Igor Fateyev.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineers Stephen C. Smith and Al Caruso.

Also present were the following: Carlos Riveros, Brian Ruiz, and Luis Perez from Regions Security and several members of the public.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Mrs. Perez advised of the addition of an agenda item: **J. SECURITY SYSTEMS/SERVICES** - Gate Arm Damage on August 1, 2023, at 4:9 p.m. – Joshua Lego Fillinger and will remove agenda item L.2.a as it will be addressed under G.2.

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

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

**F. APPROVAL OF MINUTES**

**1. June 20, 2023, Regular Board Meeting**

The minutes from the June 20, 2023, Regular Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Levenson and unanimously passed approving the minutes of the June 20, 2023, Regular Board Meeting, as presented.

**G. 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, 2023, reflect \$2,556,824.28.

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

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

## 2. Status of 2022 Form 1 – Statement of Financial Interests

Mrs. Perez provided an update on Financial Interests Disclosure 2022 Form 1 and advised the Board, pursuant to the Public Ethics State of Florida website; <http://public.ethics.state.fl.us/search.cfm>, all the Board Members had submitted the required Form 1 for this District thereby meeting the requirements with the exception of Supervisor Fateyev whom had already been advised to contact the Supervisor of Elections' office.

**Mrs. Perez then recessed the Regular Board Meeting and simultaneously called to order the Public Hearing.**

### H. PUBLIC HEARING

#### 1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Broward Daily Business Review* on July 26, 2023, and August 2, 2023, as legally required.

#### 2. Receive Public Comment on Fiscal Year 2023/2024 Final Budget

Mrs. Perez opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2023/2024 final budget and non-ad valorem special assessments.

In advance of this evening's meeting, Mrs. Perez forwarded the following e-mail to the Board Members and presented and read the same into record:

**From:** Howard Carmel <hsc582@gmail.com>  
**Sent:** Monday, August 14, 2023 9:35 PM  
**To:** Gloria Perez <gperez@sdsinc.org>  
**Subject:** Re: WC Information Request

Gloria,

Good evening. Thank you for emailing the budget to me, however it is not what I was looking for. I found the document I was looking for on the link you sent me. It was the Budget vs Actual from October 2022 to July 2023. I also found the balance sheet as of July 31, 2023. On the balance sheet, it shows improvement/emergency funds of \$894,522.97. Now, the CDD wants an increase of \$464.71 × 895

homes which equals \$415,915.45. It seems to me that the CDD has enough funds to cover this amount without an increase. Please let me know your thoughts and comments. Thank you.

Sincerely,  
Howard Carmel

All the members of the public were given the opportunity to provide their comments; they expressed their opinions, comments, concerns, requests for the Board to consider alternate methods to reduce the increase and questions regarding the proposed increase.

**There being no further final budget comments to be heard, Mrs. Perez closed the Public Hearing and simultaneously reconvened the Regular Board Meeting.**

The District Engineer then explained upcoming projects and each of the Board Members provided responses to the public comments.

Each of the Board members provided their comments and responses followed by Supervisor Kagan offering a detailed explanation regarding the upcoming projects vs. the existing budgeted costs and touching on the District's transparency.

### **3. Consider Resolution 2023-05 – Adopting a Fiscal Year 2023/2024 Final Budget**

Mrs. Perez presented Resolution No. 2023-05, entitled:

#### **RESOLUTION NO. 2023-05**

#### **A RESOLUTION OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.**

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2023/2024 final budget and the non-ad valorem special assessment tax roll (Assessment Levy).

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan adopting Resolution No. 2023-05, approving the Fiscal Year 2023/2024 Final Budget, as presented, and setting the fiscal year 2023/2024 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy). The **MOTION** failed due to a tie.

A lengthy discussion ensued amongst the Board Members.

Supervisor Levenson made a **MOTION** to remove Security from the budget in its entirety. The **MOTION** failed for lack of a second.

A **MOTION** was then made by Supervisor Kagan, seconded by Supervisor Levenson and passed unanimously adopting Resolution No. 2023-05, approving the Fiscal Year 2023/2024 Final Budget, as amended: providing a carryover (carry forward) in the amount of \$100,000 from the current budget to the

newly adopted budget thereby lowering the increase that was being proposed and setting the Fiscal Year 2023/2024 Final Budget and Non-Ad Valorem Special Assessment Tax Roll (Assessment Levy).

**I. NEW/ADDITIONAL BUSINESS**

**1. Caltran Engineering Presentation, Gate Trap Analysis Report & Recommendation**

Due to the lengthy agenda, Mrs. Perez asked that Mr. Caltran postpone his presentation to a future meeting.

**2. District Engineer Update Regarding American Shoreline Warranty Work**

Mr. Caruso provided a memo dated August 11, 2023, stating that the representative from American Shoreline had agreed to start repair work during the dry season (sometime between November and December) at no cost to the District.

**3. CBWCD Stormwater Certification Report**

Presented in the meeting book was the CBWCD Stormwater Certification Report, as requested by Supervisor Kagan for review and discussion, seeking a clear understanding of what the requirements are.

**4. Consider Proposals for CCTV and Cleaning Related to 3-Year Action Plan and CBWCD Approval to Comply with 5-Year Certification and District Engineer Opinion**

As directed by the Board, presented were the proposals for the CCTV and Cleaning Related to the 3-Year Action Plan and CBWCD Approval to Comply with the 5-Year Certification and the District Engineer Opinion.

To recap, in order for the District to request an extension on the required CBWCD 5 Year Certification, they require that the District provide an approved agreement with a contractor.

Presented in the meeting book were the project specifications prepared by CAS, followed by the CAS recommendation letter and Bid Cost Evaluation Report and lastly, the proposals.

<b><u>Contractor</u></b>	<b><u>Written Bid Amount</u></b>	<b><u>Total Bid Amount</u></b>
Flotech Environmental, LLC	\$804,858.00	\$804,858.00
Allstate Resource Management, Inc.	\$843,087.65	\$842,566.65
Shenandoah General Construction Co.	\$933,437.50	\$929,637.50

Mr. George noted that a sealed bid process would be required.

District management was directed to make a public records request from CBWCD.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously tabling this agenda item until the next scheduled meeting.

**5. Consider Ratification and Approval of Regions Est. 2023-0966 for Control Board**

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Ross and passed unanimously ratifying and approving Regions' Est. 2023-0966 in the amount of \$685 for a control board, as presented.

**6. Consider Ratification and Approval of Regions Est. 2023-0946 for Sheridan Left Exit Loop Repairs**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously ratifying and approving Regions' Est. 2023-0946 in the amount of \$2,423.35 for the Sheridan Left Exit Loop Repairs, as presented.

**7. Consider Ratification and Approval of Regions Est. 2023-0936 for Spare Gate Arms**

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Kagan and passed unanimously ratifying and approving Regions' Est. 2023-0936 in the amount of \$2,124 for spare gate arms, as presented.

**8. Consider Proposals for Traffic Delineators**

WC Walnut Creek CDD - Traffic Delineators			
National Traffic Signs	Signs to Go	Traffic Cones for Less	Uline
Supply (30) 48" Round Traffic Delineators (with yellow reflective tape on top), and Butyl Pads necessary for installation.			
Same reference used now in the District.			
Price: <b>\$1,299.80</b>  Including \$95.00 Shipping Fee	Price: <b>\$1,267.20</b>  NO Shipping Fee *  *Located in Miami, Field Ops. Manager can pick them up.	Price: <b>\$959.70</b>  NO Shipping Fee **  **Located in Broward, Field Ops. Manager can pick them up.	Price: <b>\$1,527.09</b> ***  Including \$117.09 Shipping Fee  ***Price is different that the one in the proposal (which includes taxes) that will be removed if we move forward with them.
		Company used for the recent Delineators bought for the District.	

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev and passed unanimously approving the proposal from Traffic Cones for Less in the amount of \$959.70 for traffic delineators, as presented.

**9. Consider Regions Est./Change Order 2023-1735 for Pedestrian Gate Access Control System Repair**

This agenda item was tabled.

**10. Consider Amendment to Gates Facilities Rule Increasing the Cost of Fees and Authorizing a Public Hearing**

This agenda item was tabled.

**11. Iguana Control Reports**

As requested by the Board, presented in the meeting materials was a breakdown of the number of iguanas removed from the community, which total over 500.

**J. SECURITY SYSTEMS/SERVICES**

**1. Security Report**

The report was provided in the meeting book for the Board's review.

**2. Security Administrator Updates & Reports**

**a. Activity Report**

The Activity Report was provided via handout by Jerome and briefly reviewed.

**b. Invoice Report**

The Invoice Report was provided via handout by Jerome and briefly reviewed.

**3. Gate Arm Damage – June 3, 2023, at 1:43 p.m. – Francisco Perez**

Mrs. Perez noted, in advance of this meeting, the video footage of this incident was forwarded to the Board and District Counsel for review.

Per Jerome Holston's Summary: At around 1:43 p.m., the Taft Street resident gate was inoperable and traffic was being diverted by the security guard (Camile Stoddart) to enter through the visitor gate. A Ford F-150 belonging to Frank Perez of 7298 NW 23<sup>rd</sup> Street entered through the resident side and was diverted to the visitor gate entrance, but the gate lowered onto the vehicle causing damage. This was reported to Regions Operations, but no police report was made. Malfunction, incident, video, and car damage estimate is attached.

Mr. Perez previously provided an estimate of the repairs and was seeking approval of the payment for said costs. A discussion ensued between the Board, District Counsel, the Regions' representatives, and Mr. Perez. It was determined that Mr. Perez was not at fault.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev approving payment to Mr. Perez pursuant to the estimate from Ideal Auto Collision, dated June 8, 2023, in the amount of \$2,588.92 and further authorizing District Counsel to prepare a Mutual Waiver of Release of Claims.

#### **4. Gate Arm Damage – June 2, 2023, at 3:00 p.m. - Lori Lucinski**

Mrs. Perez noted, in advance of this meeting the video footage of this incident was forwarded to the Board and District Counsel for review.

Per Jerome Holston's Summary - Date of incident: June 2, 2023, at 3:00 p.m. - The gate arm malfunctioned for the vehicle entering before the above-mentioned vehicle. No malfunction or incident report was written by the security guard on duty (Candace Johnson) at that time. No police report was filed. Video and repair estimate are attached.

In Jerome's opinion, this appears to have been mis-operated by the security guard. Ms. Lucinski provided an estimate for said repairs and is seeking Board approval of the payment for said cost.

The Board was unanimous that this occurred due to the guard's lack of training. Originally the Board requested that Regions take care of this reimbursement and Mr. Riveros noted that he would need time to think about it. A brief discussion ensued and Mr. George was asked to review the District agreement with Regions' identification clause.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev approving payment to Ms. Lucinski pursuant to the estimate from AutoNation Collision Center, dated July 5, 2023, in the amount of \$3,333.16 and further authorizing District Counsel to prepare a Mutual Waiver of Release of Claims.

#### **5. Gate Arm Damage – April 14, 2023, at 3:05 p.m. - Daniel Setton**

Per Jerome Holston's Summary - At around 3:00 p.m., the Sheridan Street entrance gate malfunctioned and hit the rear quarter panel of a Lexus ES 350 belonging to Daniel Setton of 1900 78<sup>th</sup> Terrace in Palm Brook. Video footage has been deleted due to the amount of time that has passed, but the incident was witnessed by HOA Manager, Clifton Cole. This was reported to Regions Operations, but no police report was made.

Ms. Setton provided an estimate for the repairs and is seeking the Board's approval for the payment of the repairs.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and unanimously passed approving payment to Ms. Setton pursuant to the estimate from Prestige Auto Body, dated April 19, 2023, in the amount of \$535.00 and further authorizing District Counsel to prepare a Mutual Waiver of Release of Claims.

#### **6. Gate Arm Damage – August 1, 2023, at 4:09 p.m. – Joshua Lego Fillinger**

Mrs. Perez noted, in advance of this meeting the video footage of this incident was forwarded to the Board and District Counsel for review.

Per Jerome Holston's Summary – “After further review of the video you're referring to, the guard outside the guardhouse gave hand signals to the new guard in the guardhouse to push the button to open the gate for those cars ahead of you. From that same video it is clear that the guard outside did not see you or acknowledge the gate to be opened again as you were driving up. At that time there was also a visitor who pulled up to the guardhouse to be processed for entry. We do apologize for the damage to your car,



but the signs are clear that the gate lowers after each car enters. With that being said, neither the CDD nor Regions Security can take responsibility for the damage to your car.”

Mr. Fillinger has provided a receipt for said repairs in the amount of \$549.59 paid to Car Lab and is seeking the Board’s approval for reimbursement for this repair.

The Board reviewed the information and footage and denied this claim. No further actions are to be taken regarding this item.

**K. OLD BUSINESS**

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

**L. ADDITIONAL STAFF UPDATES/REQUESTS**

**1. Attorney**

**a. 2023 Florida Legislative Session Update**

This agenda item was tabled to a future meeting.

**2. District Manager**

**a. 2022 Form 1 – Statement of Financial Interests Status Update**

This agenda item was tabled to a future meeting.

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

District management was directed to get proposals for gate maintenance.

The District Engineer was asked to provided a quote for service to provide the Certification for the 5- year requirements.

**N. ADJOURNMENT**

There being no further business to come before the Board a **MOTION** was made by Supervisor Ross, seconded by Supervisor Kagan and passed unanimously adjourning the meeting at 9:12 p.m.

**ATTESTED BY:**

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

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

Walnut Creek  
Community Development District

**Financial Report For  
August 2023**

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**MONTHLY FINANCIAL REPORT**  
**OPERATING FUND**  
**AUGUST 2023**

	<b>Annual Budget 10/1/22 - 9/30/23</b>	<b>Actual Aug-23</b>	<b>Year To Date Actual 10/1/22 - 8/31/23</b>
<b>REVENUES</b>			
ADMINISTRATIVE ASSESSMENTS	178,871	0	182,825
MAINTENANCE ASSESSMENTS	1,100,128	0	1,102,754
DEBT ASSESSMENTS (2010)	130,015	0	130,359
OTHER REVENUE	0	3,080	6,075
INTEREST INCOME	1,500	0	66,182
<b>TOTAL REVENUES</b>	<b>\$ 1,410,514</b>	<b>\$ 3,080</b>	<b>\$ 1,488,195</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	10,000	800	7,600
PAYROLL TAXES (EMPLOYER)	800	61	581
ENGINEERING	45,000	0	50,800
LEGAL FEES	19,000	0	16,346
AUDIT FEES	4,000	0	4,000
MANAGEMENT	47,664	3,972	43,692
POSTAGE	1,250	685	1,828
OFFICE SUPPLIES/PRINTING	5,700	280	1,618
INSURANCE	14,000	0	16,536
LEGAL ADVERTISING	1,200	239	462
MISCELLANEOUS	9,000	7,068	15,585
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	0	0
TRUSTEE FEES	2,000	0	1,420
CONTINUING DISCLOSURE FEE	350	0	0
WEBSITE MANAGEMENT	2,000	167	1,833
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 169,639</b>	<b>\$ 13,272</b>	<b>\$ 162,476</b>
<b>MAINTENANCE EXPENDITURES</b>			
FIELD MANAGEMENT	5,000	0	5,000
OPERATIONS MANAGEMENT	12,000	1,000	11,000
SECURITY SERVICES	405,760	2,514	253,308
HOA SECURITY SERVICES ADMIN	0	0	5,000
SECURITY SERVICES - ABDI	12,000	0	810
SECURITY CAMERAS & MAINTENANCE	8,000	0	23,854
SECURITY ONLINE SOLUTIONS	12,800	0	0
TELEPHONE	11,000	1,137	10,113
ELECTRIC	82,500	8,319	85,798
WATER & SEWAGE	17,000	880	8,368
GUARD HOUSE - VISITOR PASSES	6,700	0	0
GATE SYSTEM MAINTENANCE	30,000	2,025	45,050
GATEHOUSE MAINTENANCE	0	0	0
GUARD HOUSE INT/EXT MAINTENANCE	22,500	1,100	39,720
LAKE & PRESERVE MAINTENANCE	45,000	2,960	33,881
SIGNAGE	2,000	130	130
STREETLIGHT MAINTENANCE	5,000	0	2,770
WATERFALL MAINTENANCE	75,000	4,876	63,094
HOLIDAY LIGHTING	10,000	0	9,990

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
OPERATING FUND  
AUGUST 2023**

	<b>Annual Budget 10/1/22 - 9/30/23</b>	<b>Actual Aug-23</b>	<b>Year To Date Actual 10/1/22 - 8/31/23</b>
LAKE RESTORATION & MAINTENANCE	0	0	24,658
IGUANA REMOVAL SERVICES	27,000	2,242	0
MISCELLANEOUS MAINTENANCE	10,000	1,448	24,827
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	74,800	0	11,599
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	80,000	0	0
TREE TRIMMING SERVICES	0	0	1,200
OPERATING RESERVE/CONTINGENCY	26,060	0	0
TAFT STREET STRUCTURE MAINTENANCE	20,000	0	0
LANDSCAPE MAINT - OTHER	0	0	1,527
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 1,034,120</b>	<b>\$ 28,631</b>	<b>\$ 661,697</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,203,759</b>	<b>\$ 41,903</b>	<b>\$ 824,173</b>
<b>EXCESS OR (SHORTFALL)</b>	<b>\$ 206,755</b>	<b>\$ (38,823)</b>	<b>\$ 664,022</b>
PAYMENT TO TRUSTEE (2010)	(122,214)	0	(123,027)
<b>BALANCE</b>	<b>\$ 84,541</b>	<b>\$ (38,823)</b>	<b>\$ 540,995</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,180)	0	(27,242)
DISCOUNTS FOR EARLY PAYMENTS	(56,361)	0	(52,246)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (38,823)</b>	<b>\$ 461,507</b>
CARRYOVER FROM PRIOR YEAR	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (38,823)</b>	<b>\$ 461,507</b>

**Note: Reserves Set-Up For Un-Used Budgeted Fiscal Year 2020/2021 & 2021/2022 Maintenance Projects.  
Improvement/Emergency Funds May Be Needed To Fund A Portion Of The Projects.**

<b>Bank Balance As Of 8/31/23</b>	<b>\$ 2,276,342.50</b>
<b>Accounts Payable As Of 8/31/23</b>	<b>\$ 63,040.21</b>
<b>Accounts Receivable As Of 8/31/23</b>	<b>\$ 4,280.00</b>
<b>Reserve For Headwall Stabilization As Of 8/31/23</b>	<b>\$ 50,000.00</b>
<b>Reserve For Lake Slope Soil Maintenance As Of 8/31/23</b>	<b>\$ 20,000.00</b>
<b>Reserve For Stormwater Maint/Pipe Replacement As Of 8/31/23</b>	<b>\$ 91,000.00</b>
<b>Reserve For S-8 Canal Reconstruction As Of 8/31/23</b>	<b>\$ 460,000.00</b>
<b>Operating Account Available Funds As Of 8/31/23</b>	<b>\$ 1,596,582.29</b>
<b>Improvements/Emergency Funds As Of 8/31/23</b>	<b>\$ 897,561.90</b>
<b>Total Available Funds As Of 8/31/23</b>	<b>\$ 2,494,144.19</b>

**Walnut Creek Community Development District**  
**Budget vs. Actual**  
**October 2022 through August 2023**

	<b>Oct '22 - Aug 23</b>	<b>22/23 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Income</b>				
01-3100 · Administrative Assessment	182,824.68	178,871.00	3,953.68	102.21%
01-3200 · Maintenance Assessment	1,102,753.70	1,100,128.00	2,625.70	100.24%
01-3811 · Debt Assessments (Series 2010)	130,359.15	130,015.00	344.15	100.27%
01-3821 · Debt Assess-Paid To Trustee-10	-123,026.50	-122,214.00	-812.50	100.67%
01-3830 · Assessment Fees	-27,242.40	-28,180.00	937.60	96.67%
01-3831 · Assessment Discounts	-52,245.33	-56,361.00	4,115.67	92.7%
01-9400 · Miscellaneous Revenue	6,075.26	0.00	6,075.26	100.0%
01-9410 · Interest Income	66,181.97	1,500.00	64,681.97	4,412.13%
<b>Total Income</b>	<b>1,285,680.53</b>	<b>1,203,759.00</b>	<b>81,921.53</b>	<b>106.81%</b>
<b>Expense</b>				
01-1307 · Payroll tax expense	581.40	800.00	-218.60	72.68%
01-1308 · Supervisor Fees	7,600.00	10,000.00	-2,400.00	76.0%
01-1310 · Engineering	50,800.50	45,000.00	5,800.50	112.89%
01-1311 · Management Fees	43,692.00	47,664.00	-3,972.00	91.67%
01-1315 · Legal Fees	16,345.74	19,000.00	-2,654.26	86.03%
01-1318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
01-1320 · Audit Fees	4,000.00	4,000.00	0.00	100.0%
01-1450 · Insurance	16,536.00	14,000.00	2,536.00	118.11%
01-1480 · Legal Advertisements	462.29	1,200.00	-737.71	38.52%
01-1512 · Miscellaneous	15,584.95	9,000.00	6,584.95	173.17%
01-1513 · Postage and Delivery	1,828.33	1,250.00	578.33	146.27%
01-1514 · Office Supplies	1,617.75	5,700.00	-4,082.25	28.38%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	1,420.00	2,000.00	-580.00	71.0%
01-1551 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
01-1570 · Website Management	1,833.26	2,000.00	-166.74	91.66%
01-1601 · Security Services	253,307.77	405,760.00	-152,452.23	62.43%
01-1604 · Guardhouse Int/Ext Maintenance	39,720.47	22,500.00	17,220.47	176.54%
01-1605 · Gate System Maintenance	45,050.25	30,000.00	15,050.25	150.17%
01-1606 · Guard house-Visitor Passes	0.00	6,700.00	-6,700.00	0.0%
01-1608 · Security Services - ABDI	810.00	12,000.00	-11,190.00	6.75%
01-1609 · Security Cameras & Maintenance	23,854.40	8,000.00	15,854.40	298.18%
01-1610 · Security Online Solutions	0.00	12,800.00	-12,800.00	0.0%
01-1803 · Lake & Preserve Maintenance	33,880.66	45,000.00	-11,119.34	75.29%
01-1805 · Stormwater Mgt/Pipe Replacement	9,250.00	74,800.00	-65,550.00	12.37%
01-1812 · Signs	130.00	2,000.00	-1,870.00	6.5%
01-1814 · Electricity	85,798.26	82,500.00	3,298.26	104.0%
01-1815 · Miscellaneous Maintenance	24,826.81	10,000.00	14,826.81	248.27%
01-1816 · Telephone	10,112.86	11,000.00	-887.14	91.94%
01-1817 · Water & sewer	8,368.49	17,000.00	-8,631.51	49.23%
01-1818 · Field Management	5,000.00	5,000.00	0.00	100.0%
01-1821 · Waterfall Maintenance	63,093.59	75,000.00	-11,906.41	84.13%
01-1824 · Streetlight Maintenance	2,770.00	0.00	2,770.00	100.0%
01-1825 · Tree Trimming Services	1,200.00	5,000.00	-3,800.00	24.0%

**Walnut Creek Community Development District**  
**Budget vs. Actual**  
**October 2022 through August 2023**

	<b>Oct '22 - Aug 23</b>	<b>22/23 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1826 · Holiday Lighting	9,990.00	10,000.00	-10.00	99.9%
01-1827 · Landscape Maint (Other)	1,525.00	0.00	1,525.00	100.0%
01-1835 · Pressure Clean & Paint Ext Strc	0.00	14,000.00	-14,000.00	0.0%
01-1839 · Iguana Removal Services	24,658.37	27,000.00	-2,341.63	91.33%
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	0.00	80,000.00	-80,000.00	0.0%
01-1843 · Taft Street Structure Maint	0.00	20,000.00	-20,000.00	0.0%
01-1844 · HOA Security Services Admin	5,000.00	0.00	5,000.00	100.0%
01-1899 · Operating Maint Resrve/Contngcy	2,349.40	26,060.00	-23,710.60	9.02%
01-2311 · Operations Management	11,000.00	12,000.00	-1,000.00	91.67%
<b>Total Expense</b>	<b>824,173.55</b>	<b>1,203,759.00</b>	<b>-379,585.45</b>	<b>68.47%</b>
<b>Net Income</b>	<b>461,506.98</b>	<b>0.00</b>	<b>461,506.98</b>	<b>100.0%</b>

**Walnut Creek Community Development District**  
**Check Register**  
**August 2023**

Reference	Date	Vendor	Amount
8-1	8/1/2023	Comcast (Voice 8931)	166.54
8-1	8/2/2023	Allstate Resource Management, Inc.	2,960.00
8-1	8/2/2023	Arking Solutions Inc	5,800.00
8-1	8/2/2023	Blue Iguana Pest Control Inc	2,483.34
8-1	8/2/2023	Craig A Smith & Associates LLC	7,692.50
8-1	8/2/2023	Crystal Pool Service Inc	4,650.00
8-1	8/2/2023	FPL	8,203.24
8-1	8/2/2023	Hancock Bank (Tax Receipts)	2,436.85
8-1	8/2/2023	Regions Security	31,592.45
8-1	8/2/2023	Special District Services	5,624.10
8-1	8/2/2023	Worldwide Distributors Inc DBA Elighting	1,300.00
8-1	8/7/2023	1st Solution Pest Control	140.00
8-1	8/7/2023	Blue Iguana Pest Control Inc	2,000.00
8-1	8/7/2023	City of Pembroke Pine (536647-248299)	357.10
8-1	8/7/2023	City of Pembroke Pines (536645-248297)	92.60
8-1	8/7/2023	City of Pembroke Pines (536646-248298)	340.71
8-1	8/7/2023	Comcast (8939)	376.15
8-1	8/7/2023	Comcast (9044)	376.15
8-1	8/7/2023	Regions Security	900.00
8-1	8/23/2023	Daniel Setton	535.00
8-1	8/23/2023	Frank Perez	2,588.92
8-1	8/23/2023	Lora Lucinski	3,333.16
8-1	8/30/2023	City of Pembroke Pine (536647-248299)	307.93
8-1	8/30/2023	City of Pembroke Pines (536645-248297)	186.47
8-1	8/30/2023	City of Pembroke Pines (536646-248298)	373.49
8-1	8/30/2023	Comcast (Voice 8931)	166.54
			<b>84,983.24</b>



# Walnut Creek Community Development District

## Expenditures

### August 2023

	Date	Invoice #	Vendor	Memo	Amount
<b>Expenditures</b>					
<b>01-1307 · Payroll tax expense</b>					
	08/31/2023	PR 08/15/23		mtg 08/15/23 PR 09/01/23 (Levenson, Ross, Fateyev, Kagan)	61.20
Total 01-1307 · Payroll tax expense					61.20
<b>01-1308 · Supervisor Fees</b>					
	08/31/2023	PR 08/15/23		mtg 08/15/23 PR 09/01/23 (Levenson, Ross, Fateyev, Kagan)	800.00
Total 01-1308 · Supervisor Fees					800.00
<b>01-1311 · Management Fees</b>					
	08/31/2023	2023-0859	Special District Services	management fee August 2023	3,972.00
Total 01-1311 · Management Fees					3,972.00
<b>01-1480 · Legal Advertisements</b>					
	08/02/2023	I0000674855-0726	ALM Media, LLC	Notice of PH & Reg Board Mtg	238.98
Total 01-1480 · Legal Advertisements					238.98
<b>01-1512 · Miscellaneous</b>					
	08/15/2023	362	Clark D. Bennett	revise amortization schedule	150.00
	08/25/2023	2023	Daniel Setton	settlement on gate damages	535.00
	08/25/2023	2023	Lora Lucinski	settlement on gate damages	3,333.16
	08/25/2023	2023	Frank Perez	settlement on gate damages	2,588.92
	08/31/2023	2023-0859	Special District Services	Document Storage July 2023	67.33
	08/31/2023	2023-0859	Special District Services	travel July 2023	171.02
	08/31/2023	2023-0859	Special District Services	mailouts - July 2023	170.00
	08/31/2023	PR 08/15/23		mtg 08/15/23 PR 09/01/23 (Levenson, Ross, Fateyev, Kagan)	52.60
Total 01-1512 · Miscellaneous					7,068.03
<b>01-1513 · Postage and Delivery</b>					
	08/31/2023	2023-0859	Special District Services	FedEx July 2023	129.32
	08/31/2023	2023-0859	Special District Services	postage - July 2023	555.90
Total 01-1513 · Postage and Delivery					685.22
<b>01-1514 · Office Supplies</b>					
	08/31/2023	2023-0859	Special District Services	copier charges July 2023	279.60
Total 01-1514 · Office Supplies					279.60
<b>01-1570 · Website Management</b>					
	08/31/2023	2023-0859	Special District Services	website fee August 2023	166.66
Total 01-1570 · Website Management					166.66
<b>01-1601 · Security Services</b>					
	08/01/2023	28789	Regions Security	security monthly services August 2023	2,514.00
Total 01-1601 · Security Services					2,514.00
<b>01-1604 · Guardhouse Int/Ext Maintenance</b>					
	08/07/2023	133456	1st Solution Pest Control	bi-monthly regular service of pest control	140.00
	08/24/2023	1064502	Traffic Cones for Less	traffic delineators	959.70
Total 01-1604 · Guardhouse Int/Ext Maintenance					1,099.70

# Walnut Creek Community Development District

## Expenditures

### August 2023

	Date	Invoice #	Vendor	Memo	Amount
<b>01-1605 · Gate System Maintenance</b>					
	08/01/2023	28788	Regions Security	service maintenance contract August 2023	825.00
	08/07/2023	28913	Regions Security	visitor arm barrier remount 8/5/23 2:17pm	225.00
	08/11/2023	28926	Regions Security	Taft 1st resident arm remount 8/10/23 7:56pm	225.00
	08/11/2023	28927	Regions Security	Sheridan right entry gate arem barrier remount 8/9/23 6:45pm	225.00
	08/17/2023	29005	Regions Security	Taft visitor arm remount 08/16//23 4:58	150.00
	08/31/2023	29136	Regions Security	Taft visitor arm remount 8/29 5:08 pm	150.00
	08/31/2023	29135	Regions Security	Sheridan right entrance arm remount 8/29 7:05 am	225.00
Total 01-1605 · Gate System Maintenance					2,025.00
<b>01-1803 · Lake &amp; Preserve Maintenance</b>					
	08/01/2023	23220	Allstate Resource Management, Inc.	mitigation area maintenance & lake mgmt services Aug 2023	2,960.00
Total 01-1803 · Lake & Preserve Maintenance					2,960.00
<b>01-1812 · Signs</b>					
	08/31/2023	2023-0859	Special District Services	Signs to Go chargeback	130.00
Total 01-1812 · Signs					130.00
<b>01-1814 · Electricity</b>					
	08/18/2023	54061-43023 0823	FPL	acct# 54061-43023 (07/19/2023 - 08/18/2023)	134.68
	08/18/2023	04574-72025 0823	FPL	acct# 04574-72025 (07/19/2023 - 08/18/2023)	603.49
	08/18/2023	36358-71365 0823	FPL	acct# 36358-71365 (07/19/2023 - 08/18/2023)	5,966.35
	08/18/2023	63522-34022 0823	FPL	acct# 63522-34022 (07/19/2023 - 08/18/2023)	380.15
	08/18/2023	63714-09001 0823	FPL	acct# 63714-09001 (07/19/2023 - 08/18/2023)	32.41
	08/18/2023	91603-83023 0823	FPL	acct# 91603-83023 (07/19/2023 - 08/18/2023)	1,201.66
Total 01-1814 · Electricity					8,318.74
<b>01-1815 · Miscellaneous Maintenance</b>					
	08/21/2023	1476	Arking Solutions Inc	final payment Willows Reach	1,450.00
Total 01-1815 · Miscellaneous Maintenance					1,450.00
<b>01-1816 · Telephone</b>					
	08/15/2023	180142381	Comcast (Voice 8931)	acct# 904688931 inv# 180142381 (07/15/23 - 08/14/23)	166.54
	08/24/2023	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (09/04/23 - 10/03/23)	485.10
	08/24/2023	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 (09/04/23 - 10/03/23)	485.10
Total 01-1816 · Telephone					1,136.74
<b>01-1817 · Water &amp; sewer</b>					
	08/15/2023	1195641	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (07/17/23 - 08/15/23)	373.49
	08/23/2023	1195640	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (07/17/23 - 08/15/23)	186.47
	08/23/2023	1195642	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (07/17/23 - 08/15/23)	307.93
	08/30/2023	21393886 083023	Crystal Springs	water for guardhouse	11.96
Total 01-1817 · Water & sewer					879.85

**Walnut Creek Community Development District**  
**Expenditures**  
**August 2023**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1821 · Waterfall Maintenance</b>					
	08/01/2023	2315180800	Crystal Pool Service Inc	August service	4,650.00
	08/16/2023	2315190900	Crystal Pool Service Inc	August repairs - replace orange floats on all waterfalls	225.99
Total 01-1821 · Waterfall Maintenance					<u>4,875.99</u>
<b>01-1839 · Iguana Removal Services</b>					
	08/01/2023	67361	Blue Iguana Pest Control Inc	monitoring August 2023	241.67
	08/01/2023	67360	Blue Iguana Pest Control Inc	monitoring August 2023	2,000.00
Total 01-1839 · Iguana Removal Services					<u>2,241.67</u>
<b>01-2311 · Operations Management</b>					
	08/31/2023	2023-0859	Special District Services	field management August 2023	1,000.00
Total 01-2311 · Operations Management					<u>1,000.00</u>
<b>Total Expenditures</b>					<b><u>41,903.38</u></b>

**Walnut Creek Community Development District**  
**Balance Sheet**  
**As of August 31, 2023**

	Operating Fund	Debt Service (2010) Fund	General Fixed Assets	Long Term Debt	TOTAL
<b>ASSETS</b>					
Current Assets					
Checking/Savings					
Operating Fund	1,378,780.60	0.00	0.00	0.00	1,378,780.60
Improvements/Emergency Funds	897,561.90	0.00	0.00	0.00	897,561.90
Total Checking/Savings	2,276,342.50	0.00	0.00	0.00	2,276,342.50
Total Current Assets	2,276,342.50	0.00	0.00	0.00	2,276,342.50
Other Assets					
Investments - Interest Account	0.00	0.00	0.00	0.00	0.00
Investments - Reserve Fund	0.00	125,734.55	0.00	0.00	125,734.55
Investments - Revenue Account	0.00	130,764.67	0.00	0.00	130,764.67
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	0.00	0.00	0.00	0.00
Investments - Principal	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	4,280.00	0.00	0.00	0.00	4,280.00
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	-2,918,969.00	0.00	-2,918,969.00
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	256,499.22	256,499.22
Amount To Be Provided	0.00	0.00	0.00	733,500.78	733,500.78
Total Other Assets	4,280.00	256,499.22	8,344,573.00	990,000.00	9,595,352.22
<b>TOTAL ASSETS</b>	<b>2,280,622.50</b>	<b>256,499.22</b>	<b>8,344,573.00</b>	<b>990,000.00</b>	<b>11,871,694.72</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	621,000.00	0.00	0.00	0.00	621,000.00
Accounts Payable	63,040.21	0.00	0.00	0.00	63,040.21
Total Current Liabilities	684,040.21	0.00	0.00	0.00	684,040.21
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	990,000.00	990,000.00
Total Long Term Liabilities	0.00	0.00	0.00	990,000.00	990,000.00
Total Liabilities	684,040.21	0.00	0.00	990,000.00	1,674,040.21
Equity					
Retained Earnings	1,135,075.31	240,067.31	-2,949,503.00	0.00	-1,574,360.38
Net Income	461,506.98	16,431.91	0.00	0.00	477,938.89
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	1,596,582.29	256,499.22	8,344,573.00	0.00	10,197,654.51
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,280,622.50</b>	<b>256,499.22</b>	<b>8,344,573.00</b>	<b>990,000.00</b>	<b>11,871,694.72</b>

**Walnut Creek CDD**  
**Debt Service (Series 2010) Profit & Loss Report August 2023**

	<b>Annual Budget 10/1/22 - 9/30/23</b>	<b>Actual Aug-23</b>	<b>Year To Date Actual 10/1/22 - 8/31/23</b>
<b>Revenues</b>			
Interest Income	25	215	8,518
NAV Tax Collection	122,214	0	123,026
Bond Prepayments	0	0	0
<b>Total Revenues</b>	<b>\$ 122,239</b>	<b>\$ 215</b>	<b>\$ 131,544</b>
<b>Expenditures</b>			
Principal Payments	50,000	0	50,000
Additional Principal Payments	12,819	0	5,000
Interest Payments	59,420	0	60,112
<b>Total Expenditures</b>	<b>\$ 122,239</b>	<b>\$ -</b>	<b>\$ 115,112</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 215</b>	<b>\$ 16,432</b>

**WALNUT CREEK CDD  
TAX COLLECTIONS  
2022 - 2023**

#	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
									\$1,409,014	\$178,871	\$1,100,128	\$130,015	\$178,871	\$1,100,128	\$130,015	
									\$1,324,473	\$168,139	\$1,034,120	\$122,214	\$168,139	\$1,034,120	\$122,214	\$122,214
1	1	Broward Cty Tax Collector	11/25/22	NAV Taxes	\$ 190,652.40		\$ (3,658.20)	\$ (7,742.28)	\$ 179,251.92	\$ 24,193.75	\$ 148,861.40	\$ 17,597.25	\$ 22,746.97	\$ 139,959.95	\$ 16,545.00	\$ 16,545.00
2	2	Broward Cty Tax Collector	12/12/22	NAV Taxes	\$ 985,791.56		\$ (18,927.20)	\$ (39,432.16)	\$ 927,432.20	\$ 125,096.91	\$ 769,706.05	\$ 90,988.60	\$ 117,691.00	\$ 724,139.10	\$ 85,602.10	\$ 85,602.10
3	3	Broward Cty Tax Collector	12/19/22	NAV Taxes	\$ 90,580.82		\$ (1,741.82)	\$ (3,489.20)	\$ 85,349.80	\$ 11,494.67	\$ 70,725.50	\$ 8,360.65	\$ 10,830.80	\$ 66,641.15	\$ 7,877.85	\$ 7,877.85
4	4	Broward Cty Tax Collector	12/28/22	NAV Taxes	\$ 19,334.43		\$ (374.46)	\$ (611.54)	\$ 18,348.43	\$ 2,453.53	\$ 15,096.30	\$ 1,784.60	\$ 2,328.38	\$ 14,326.45	\$ 1,693.60	\$ 1,693.60
5	5	Broward Cty Tax Collector	01/13/23	NAV Taxes	\$ 16,587.99		\$ (321.50)	\$ (513.40)	\$ 15,753.09	\$ 2,104.99	\$ 12,951.90	\$ 1,531.10	\$ 1,998.94	\$ 12,300.05	\$ 1,454.10	\$ 1,454.10
6	Int - 1	Broward Cty Tax Collector	01/26/23	Interest		\$ 618.79			\$ 618.79	\$ 618.79			\$ 618.79			\$ -
7	6	Broward Cty Tax Collector	02/15/23	NAV Taxes	\$ 16,548.09		\$ (324.96)	\$ (299.25)	\$ 15,923.88	\$ 2,099.94	\$ 12,920.75	\$ 1,527.40	\$ 2,020.68	\$ 12,433.35	\$ 1,469.85	\$ 1,469.85
8	7	Broward Cty Tax Collector	03/15/23	NAV Taxes	\$ 13,400.40		\$ (264.87)	\$ (157.50)	\$ 12,978.03	\$ 1,700.45	\$ 10,463.05	\$ 1,236.90	\$ 1,646.83	\$ 10,133.25	\$ 1,197.95	\$ 1,197.95
9	8	Broward Cty Tax Collector	04/14/23	NAV Taxes	\$ 44,592.71		\$ (891.85)		\$ 43,700.86	\$ 5,658.76	\$ 34,818.00	\$ 4,115.95	\$ 5,545.56	\$ 34,121.65	\$ 4,033.65	\$ 4,033.65
10	Int - 2	Broward Cty Tax Collector	04/25/23	Interest		\$ 658.35			\$ 658.35	\$ 658.35			\$ 658.35			\$ -
11	9	Broward Cty Tax Collector	05/12/23	NAV Taxes/Interest	\$ 7,910.32	\$ 178.04	\$ (161.77)		\$ 7,926.59	\$ 1,181.81	\$ 6,176.40	\$ 730.15	\$ 1,158.19	\$ 6,052.85	\$ 715.55	\$ 715.55
12	10	Broward Cty Tax Collector	06/15/23	NAV Taxes/Interest	\$ 11,024.86	\$ 330.75	\$ (227.11)		\$ 11,128.50	\$ 1,729.76	\$ 8,608.25	\$ 1,017.60	\$ 1,695.15	\$ 8,436.10	\$ 997.25	\$ 997.25
13	11	Broward Cty Tax Collector	07/14/23	NAV Taxes/Interest (TC)	\$ 15,914.55	\$ 1,518.09	\$ (348.66)		\$ 17,083.98	\$ 3,537.59	\$ 12,426.10	\$ 1,468.95	\$ 3,466.78	\$ 12,177.60	\$ 1,439.60	\$ 1,439.60
14	Int - 3	Broward Cty Tax Collector	07/25/23	Interest		\$ 295.38			\$ 295.38	\$ 295.38			\$ 295.38			\$ -
15									\$ -							
16									\$ -							
17									\$ -							
18									\$ -							
					\$1,412,338.13	\$ 3,599.40	\$ (27,242.40)	\$ (52,245.33)	\$ 1,336,449.80	\$ 182,824.68	\$1,102,753.70	\$ 130,359.15	\$ 172,701.80	\$ 1,040,721.50	\$ 123,026.50	\$ 123,026.50

22/23 Assessment Roll:  
\$1,409,023.42

**Note**  
7-14-23 Distribution  
Includes Prior  
Year Assessments

Note: \$1,409,014, \$178,871, \$1,100,128 and \$130,015 are 2022/2023 budgeted assessments before discounts and fees.  
\$1,324,473, \$168,139, \$1,034,120 and \$122,214 are 2022/2023 budgeted assessments after discounts and fees.

\$ 1,412,338.13	
\$ 3,599.40	\$ 1,336,449.80
\$ (182,824.68)	\$ (172,701.80)
\$ (1,102,753.70)	\$ (1,040,721.50)
\$ -	\$ -
\$ (130,359.15)	\$ (123,026.50)
\$ -	\$ 0.00

**CERTIFIED MAIL®**

**CENTRAL BROWARD WATER CONTROL DISTRICT**

Jace Selby  
Central Broward Water Control Distr  
8020 Stirling Rd  
Hollywood FL 33024-8202



9414 8112 0621 5143 2833 26

Clifton Cole  
Walnut Creek HOA  
7500 NW 20th St  
Pembroke Pnes FL 33024-1079

33024-1079 0048



**\$7.90**  
US POSTAGE  
FIRST-CLASS  
FROM 33024  
08/16/2023  
stamps  
endicia



062S0014950340





## CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE)  
HOLLYWOODFLORIDA 33024  
E-mail: [districtmanager@centralbrowardwcd.org](mailto:districtmanager@centralbrowardwcd.org)  
[www.centralbrowardwcd.org](http://www.centralbrowardwcd.org)

August 4, 2023

Clifton Cole  
General Manager  
Walnut Creek Community Association, Inc.  
7500 NW 20th St,  
Pembroke Pines, FL 33024

**RE: WALNUT CREEK PARCEL B & G  
CENTRAL BROWARD WATER CONTROL DISTRICT  
5-YEAR DRAINAGE RE-CERTIFICATION**

**PLEASE BE ADVISED:**

The Central Broward Water Control District (District) approved the construction of the surface water (stormwater) management system for the above-referenced property on August 10, 2005. A typical surface water system consists of a series of catch basins and inter-connecting drainage pipes with an outfall to a lake or canal. The District recognizes that many older surface water systems have been altered or left in a poorly maintained condition.

Systems that have been altered without permits may result in polluted water discharging into water bodies. Systems that have not been maintained may cause flooding in addition to creating pollution problems.

To address this important matter, the Central Broward Water Control District has adopted rules for the renewal of District permits/approvals. Per Section 1.06 of the District Criteria Manual, District permits shall remain valid for 5 years from the date of as-built approval. Paving and drainage plans and maintenance agreements approved prior to the renewal requirements (July 2006) shall submit renewal applications within 120-days of receiving notification by the District. You are hereby notified that an Application for Permit Renewal for the above-referenced property is required within 120-days.

The following are the steps to securing approval of your application for Renewal:

1. Retain a professional engineer with expertise in drainage systems in Broward County.

2. The engineer and/or owner submits an Application for Permit Renewal to the District. Permit Renewal Applications can be obtained off the District's web page at <http://www.centralbrowardwcd.org/criteria.htm>. (Scroll down. Click on Exhibit Q – Application for Permit. A PDF will open.)
3. The engineer conducts an on-site inspection of the surface water management system.
4. The engineer evaluates the system using the attached Engineer's Re-Certification Guidelines form as a guideline.
5. Perform maintenance and make repairs to the system as recommended by the engineer.
6. The engineer reevaluates the system after the work has been completed.
7. The engineer contacts the District office regarding a schedule for performing a final re-inspection of the system.
8. The engineer submits the completed certification form to the District for approval.

Please have your re-certification engineer contact the District within 15 days of the date of this letter. Engineering questions should be directed to the District's Manager, Jace Selby at 954-432-5110.



## CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLORIDA 33024  
E-mail: [districtmanager@centralbrowardwcd.org](mailto:districtmanager@centralbrowardwcd.org)  
[www.centralbrowardwcd.org](http://www.centralbrowardwcd.org)

### **ENGINEER'S RE-CERTIFICATION GUIDELINES**

1. Catch basin grates, manhole covers and outfalls are to be free of obstructions.
2. Probe catch basins for mud, debris, silt, etc. (Depth of material in a pipe shall not exceed 5% of the diameter of the pipe and the depth of material in a sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert).
3. Check headwalls for deterioration.
4. Check for broken grates.
5. Check weirs and baffle installation.
6. Check for areas of sunken or deteriorated pavement which may be a sign of a drainage problem.
7. Check for modifications to swales and retention areas.
8. Check flumes.
9. Check for alterations to the original design of the drainage system.
10. Check for landscaping which may have been planted over drainage pipes or with District easements.
11. Have maintenance performed and/or repairs completed to the drainage system as required.
12. Check with the District for current criteria prior to installation of any structures, pipes or baffles, etc.
13. **Contact the District to participate with you or your representative in a final re-inspection. (District may generate a punch list).**
14. Upon final satisfaction of inspection of the drainage system, submit the engineer's certification.

CENTRAL BROWARD WATER CONTROL DISTRICT  
STORMWATER CERTIFICATION REPORT

*Submit two copies of this form to the Central Broward Water Control District*

PERMIT NUMBER: W-2

PROJECT NAME: Walnut Creek Parcel B & G

PROJECT ADDRESS/LOCATION: \_\_\_\_\_

\_\_\_\_\_

INSPECTION DATE(S): \_\_\_\_\_

INVENTORY OF STORMWATER MANAGEMENT FACILITY COMPONENTS INSPECTED

Component	Inspected	N/A
Wet detention/retention lake(s)/pond(s)		
Dry detention/retention area(s)		
Underground storage system(s)		
Exfiltration trench(es)		
Control structure(s) & outfall(s)		
Storm sewer(s) and drainage structure(s)		
Swales		
Perimeter berm or perimeter retaining wall		
All other pervious areas are stabilized/sodded		
Encroachments or trees/plants in CBWCD dedicated easements		
Other:		
Other:		
Other:		

The following maintenance was conducted since the last inspection (attach additional pages if needed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION STATEMENT BY FLORIDA LICENSED PROFESSIONAL ENGINEER**

\_\_\_\_\_ I hereby certify that I, or my designee under my direct supervision, have inspected the components of the stormwater management system at the above referenced project and that the SYSTEM IS FUNCTIONING IN CONFORMANCE with the paving, grading, and drainage plans approved by the District; that no structural modifications have been made to the system; and that the system is well maintained at the current time. I have prepared a list of necessary maintenance conducted (attached).

\_\_\_\_\_ I hereby certify that I, or my designee under my direct supervision, have inspected the components of the stormwater management system at the above referenced project and that the SYSTEM IS NOT FUNCTIONING IN CONFORMANCE with the paving, grading, and drainage plans approved by the District. I have prepared a list of deficiencies (attached), and have informed the owner of the following (check one or more as appropriate):

\_\_\_\_\_ (A) that the system does not appear to be functioning properly and that monitoring may be required as determined by the District.

\_\_\_\_\_ (B) that maintenance is required to bring the system into compliance, and that if maintenance measures are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to District's approvals.

\_\_\_\_\_ (C) that repairs are required to bring the system into compliance, and that if the repairs are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to District's approvals.

\_\_\_\_\_  
Engineer's Name:

\_\_\_\_\_  
Engineer's License Number

\_\_\_\_\_  
Engineer's Email Address

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Engineering Business License No.

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

Affix Signature, Date, and Seal

**Report Reviewed by Owner/Permittee:**

Name of Owner/Permittee: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Owner/Permittee: \_\_\_\_\_ Date: \_\_\_\_\_

**SAMPLE  
CERTIFICATION LETTER  
FROM ENGINEER**

**[Date]**

Mr. Jace Selby  
District Manager  
Central Broward Water Control District  
8020 Stirling Road  
Hollywood, FL 33024

RE: **[PROJECT NAME]**  
CENTRAL BROWARD WATER CONTROL DISTRICT  
DRAINAGE RE-CERTIFICATION

Dear Mr. Selby,

Our firm has been retained to perform a 5-year drainage re-certification through the Central Broward Water Control District (District).

As part of the re-certification, we have reviewed the previously approved paving and drainage plans for the project, performed an on-site inspection of the surface water management system and have consulted with the property owner on any required maintenance work and/or drainage improvements that need to be performed in order to bring the surface water management system into compliance with the District's 5-Year Renewal criteria.

The following maintenance work and/or drainage improvements were performed:

- **[LIST ALL MAINTENANCE WORK AND/OR DRAINAGE IMPROVEMENTS PERFORMED AS PART OF THE DRAINAGE RE-CERTIFICATION]**

Based on my review of the available records and the on-site inspection, I hereby certify that to the best of my knowledge and belief, the surface water management system for this project is functioning in a manner that is consistent with the original paving and drainage plans approved by the District. In addition, all recommended maintenance items and drainage improvements have been completed to my satisfaction.

Attached for your records is a copy of the report(s) for the engineering inspections performed under my direct supervision for this drainage re-certification.

Sincerely,  
**[NAME, SIGNATURE AND SEAL OF PROFESSIONAL ENGINEER]**

# Re-Certification Companies

*This is a list of engineers and contractors who have been involved in drainage re-certifications for local water management districts, including Central Broward Water Control District. This list is provided for information purposes only. The District does not recommend or require use of any of the contractors or engineers on this list. (Updated 8/2019)*

## Contractors

A1 Pipe & Environmental Services  
Michael DellaTorre  
954-557-2611  
[miked@a1pipe.com](mailto:miked@a1pipe.com)

A-1 Pipe Cleaning Service  
954-755-8498

A&A Drainage & Vac Services  
James Scrima  
954-680-0294  
[www.aadrainage.net](http://www.aadrainage.net)

Ace Engineering  
Environmental Contractor  
954-565-9825

Allstate Resource Management  
Wendy Shaw  
954-382-9766  
[www.allstatemanagement.com](http://www.allstatemanagement.com)

Basin Solutions  
Ira Almas  
954-345-4770  
[ira@BasinSolutions.com](mailto:ira@BasinSolutions.com)

Certified Drainage Inspections, Inc.  
786-222-5351  
[support@cdrainage.com](mailto:support@cdrainage.com)

EnviroWaste Services Group  
Jesus Casanova  
2911 NW 29 Street, Miami  
305-637-9665

PCI Stormwater Solutions  
[JerryPCIS StormwaterSolutions@yahoo.com](mailto:JerryPCIS StormwaterSolutions@yahoo.com)  
954-567-9354

Proline Vactor Services  
Todd Blum  
561-340-1495

Rapid-Rooter  
[www.Rapid-Rooter.com](http://www.Rapid-Rooter.com)  
866-943-9100 Toll Free  
954-943-9100

Rockline Vac Systems  
954-792-8287

Shenandoah Construction  
954-975-0098  
Pat Dean, Palm City  
954-931-4826

VacAtlantic  
Michael Hottowe  
Deerfield Beach  
954-520-6406

## Engineers

Alvarez Engineers, Inc.  
Juan Alvarez, P.E.  
305-640-1345  
[Juan.Alvarez@alvarezeng.com](mailto:Juan.Alvarez@alvarezeng.com)

BCC Engineering, Inc.  
Christopher Zavatsky, P.E., M.ASCE  
954-928-1828  
[czavatsky@bcceng.com](mailto:czavatsky@bcceng.com)

B&E Engineering, Inc.  
Tracy Ward, P.E.  
561-603-4145  
[BandE\\_eng@att.net](mailto:BandE_eng@att.net)

Development Consulting Group  
Carlos Ballbé, P.E.  
954-491-7811

Camero & Associates, Inc.  
Mr. Jorge L. Camero, P.E.  
305-665-7602

Consul-Tech Engineering  
John England, P.E.  
954-438-4300

Cordova Design Group  
Rosanna Cordova  
954-370-7866

Gator Engineering  
Regina Bobo-Jackson  
954-434-5905

Genesis Enterprises  
Michael Melendez, P.E.  
954-895-6894  
[GenesisEntLLC@gmail.com](mailto:GenesisEntLLC@gmail.com)

GGB Engineering  
Gary Bloom, P.E.  
954-986-9899

Holland Engineering, Inc.  
Susan Holland, P.E. LEED AP  
954-367-0372  
[www.holleng.com](http://www.holleng.com)

HSQ Group, Inc.  
Jay Huebner, P.E.  
561-392-0932

Haley Engineering  
John Haley, P.E.  
954-698-5154

Keith & Schnars, P.A.  
Mark E. Tomczyk, P.E.  
954-776-1616  
[mtomczyk@keithandschnars.com](mailto:mtomczyk@keithandschnars.com)

Mendez Engineering  
Michelle Diaz-Mendez, P.E.  
954-441-6136

Miller Legg  
954-436-7000

Munson Design & Consulting  
Shane Munson, P.E.  
954-340-5291

Ross Engineering  
Robert J. Ross, P.E.  
954-224-9253 Cell  
954-318-0624 Office

Schwebke-Shiskin & Associates, Inc.  
Al Tello, P.E.  
954-435-7010

Sun-Tech Engineering  
954-777-3123  
[www.suntecheng.com](http://www.suntecheng.com)

Thompson & Associates  
Jim Thompson, PE, LEED-AP  
954-761-1073

WRB Engineering  
Bill Barbaro  
954-892-4663

Winningham & Fradley  
954-771-7440

Zamora & Associates  
Jerry Zamora, P.E.  
305-273-7801

APPLICATION NO.

PERMIT NO.

For District Use Only

**APPLICATION FOR STORMWATER MANAGEMENT  
PERMIT  
CENTRAL BROWARD WATER CONTROL DISTRICT**

TO: Board of Commissioners  
Central Broward Water Control District  
8020 Stirling Road  
Hollywood, Florida 33024  
Phone: (954) 432-5110  
Fax: (954) 432-8603

TYPE OF PERMIT REQUESTED: ☐ Plat ☐ New Stormwater Management (SWM) Permit  
☐ Modification of Existing SWM Permit ☐ SWM Permit Renewal ☐ Work within District Right-of-Way

PROJECT TITLE \_\_\_\_\_

STREET ADDRESS (if known) \_\_\_\_\_

LOCATION: 1/4 Section \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Basin (E or W) \_\_\_\_\_

Plat Book \_\_\_\_\_ Page \_\_\_\_\_ Folio Number(s) \_\_\_\_\_

PURPOSE \_\_\_\_\_ ZONING \_\_\_\_\_

(Residential, Agricultural, Commercial, etc.)

JURISDICTION \_\_\_\_\_

(City of..., Town of..., etc.)

COMMISSION ZONE: \_\_\_\_\_

To locate zone, go to: <http://centralbrowardwcd.org/zones/>

PROJECT SIZE (Acres) \_\_\_\_\_ Total Acres (Per Survey) \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

APPLICANT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

FINANCIAL RESPONSIBILITY FOR BILLING \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL \_\_\_\_\_





[If the owner or applicant is a non-individual entity required by statute or rule to register with the State of Florida Secretary of State, it must be registered, and the person signing the application must have the legal authority to bind the entity with the terms, conditions, and liabilities associated with such application and subsequent permit, if issued. Further, any such entity must maintain their registration with the State of Florida Secretary of State for the duration of the permitted activities.]

By signing this application form, I am applying for the permit according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I agree to provide entry to the project site for employees of the Central Broward Water Control District and employees of the District Engineer's company with proper identification or documents from the Central Broward Water Control District for the purpose of making preliminary on-site analyses. Further, I agree to provide entry to the project site for such employees to monitor permitted work if a permit is granted. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the District authorizes transfer of the permit to a responsible operation entity.

Owner \_\_\_\_\_  
(signature) (printed name)

or

Applicant or Authorized Agent \_\_\_\_\_  
(signature) (printed name)

(Complete the Agent Authorization section on page 7 of 8)

---

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT, ANY PUBLIC OFFICER,  
TRUSTEE, OR PERSONAL REPRESENTATIVE:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this (date) \_\_\_\_\_ by (name of person  
acknowledging) \_\_\_\_\_, who is personally  
known to me or who has produced (type of identification) \_\_\_\_\_  
as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

---

**FOR A CORPORATION:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) \_\_\_\_\_ by (name of officer or agent, title of officer or agent) \_\_\_\_\_, of (name of corporation acknowledging) \_\_\_\_\_, a (state or place of formation) \_\_\_\_\_ corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

---

**FOR A LIMITED LIABILITY COMPANY:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) \_\_\_\_\_ by (name of member, manager, officer or agent, title of member, manager, officer or agent) \_\_\_\_\_, of (name of corporation acknowledging) \_\_\_\_\_, a (state or place of formation) \_\_\_\_\_ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

---

**FOR A PARTNERSHIP:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this (date) \_\_\_\_\_ by (name of partner or agent)  
\_\_\_\_\_, partner (or agent) on behalf of  
(name of partnership) \_\_\_\_\_ a partnership.

He/She is personally known to me or has produced (type of identification) \_\_\_\_\_  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

AFFIDAVIT AS TO OWNERSHIP OF PROPERTY

STATE OF FLORIDA     )  
                                  )ss.  
COUNTY OF BROWARD)

BEFORE           ME,           the           undersigned           authority           personally           appeared  
\_\_\_\_\_, who, after being duly sworn, deposes and states the  
following:

1. That I am the \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.
2. That I am authorized to sign this affidavit regarding ownership of the property described herein  
by \_\_\_\_\_.
3. That \_\_\_\_\_ is the owner of real property lying, being, and  
situated in Broward County, Florida, in the geographical boundaries of the Central Broward  
Water Control District, a political subdivision of the State of Florida.
4. That the legal description of the aforestated property is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. That the following individuals or entities are holding mortgages, liens, leases or other  
encumbrances affecting the aforescribed property (List name, address, and description of  
encumbrance): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. That no other individuals or entities have any ownership interest in the above-described real  
property except for those named herein and signing this affidavit.
7. That the undersigned acknowledges that the Central Broward Water Control District has or will  
be relying on the contents of this affidavit regarding the ownership of the aforescribed  
property and encumbrances thereon in the preparation of permits, maintenance agreements  
and other agreements which have been or will be entered into between the owner(s) and the  
Central Broward Water Control District.
8. That the owner(s) will be developing the property described herein and until the improvements  
on this property have been completed and accepted by the Central Broward Water Control  
District, the undersigned acknowledges that they will notify the Central Broward Water Control  
District of any changes in ownership of the property described herein within five (5) days of such  
change in ownership.
9. That the undersigned acknowledges that this affidavit may be recorded in the Public Records of  
Broward County, Florida and that prior to the acceptance of any improvements constructed on  
the property described herein, the owner and its successors, assigns, and grantees shall keep  
the Central Broward Water Control District notified of the status of ownership of this property.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, \_\_\_\_\_, as the  
\_\_\_\_\_ of \_\_\_\_\_,  
the owner of the property described herein have hereunto set their hand(s) and seal(s) the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed, and delivered  
In the presence of:

OWNER

\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by (name of  
person making statement) \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public – State of  
Florida

\_\_\_\_\_  
Print, Type of Stamp Commissioned Name  
of Notary Public

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_



---

AGENT AUTHORIZATION SECTION

AGENT'S NAME \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_  
FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

I authorize the agent listed above to negotiate modifications or revisions, when necessary, and accept or assent to any stipulations on my behalf.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Owner's Name \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Agent's Name \_\_\_\_\_

---

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT, ANY PUBLIC OFFICER,  
TRUSTEE, OR PERSONAL REPRESENTATIVE:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this (date) \_\_\_\_\_ by (name of person  
acknowledging) \_\_\_\_\_, who is personally  
known to me or who has produced (type of identification) \_\_\_\_\_  
as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

---

**FOR A CORPORATION:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) \_\_\_\_\_ by (name of officer or agent, title of officer or agent) \_\_\_\_\_, of (name of corporation acknowledging) \_\_\_\_\_, a (state or place of formation) \_\_\_\_\_ corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

---

**FOR A LIMITED LIABILITY COMPANY:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) \_\_\_\_\_ by (name of member, manager, officer or agent, title of member, manager, officer or agent) \_\_\_\_\_, of (name of corporation acknowledging) \_\_\_\_\_, a (state or place of formation) \_\_\_\_\_ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

**FOR A PARTNERSHIP:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this (date) \_\_\_\_\_ by (name of partner or agent)  
\_\_\_\_\_, partner (or agent) on behalf of  
(name of partnership) \_\_\_\_\_ a partnership.  
He/She is personally known to me or has produced (type of identification) \_\_\_\_\_  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

(Serial number, if any)

# **WALNUT CREEK CDD**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**STORMWATER PIPE CLEANING AND TELEVISIONING PROJECT  
RELATED TO THE CBWCD 5-YEAR RECERTIFICATION  
PROJECT No.: 17-1974**

**DATED: SEPTEMBER 8, 2023**



**CRAIG A. SMITH & ASSOCIATES**

**Consulting Engineers • Planners • Surveyors • Utility Locating**

**1425 E. Newport Center Drive, Deerfield Beach, FL 33442**

**(O) 561.314.4445 (F) 561.314.4457**

**CRAIG A. SMITH & ASSOCIATES**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE  
FOR**

**STORMWATER PIPE CLEANING AND TELEVISIONING PROJECT  
RELATED TO THE CBWCD 5-YEAR RECERTIFICATION  
PROJECT No.: 17-1974**

**PROJECT NAME:** Walnut Creek CDD

**PROPOSAL NO:** P4553

**PROJECT DESCRIPTION:** Providing professional engineering services including preparation of contract documents and bidding assistance, engineering services during construction and construction services for the Walnut Creek stormwater infrastructure pipe cleaning and televising project.

**OWNER:** Walnut Creek CDD

**Attention:** Gloria Perez, District Manager  
gperez@sdsinc.org

**Address:** **Special District Services, Inc.**  
8785 SW 165<sup>th</sup> Avenue, #200  
Miami, FL 33193

**Phone:** 786-347-2711

**GENERAL**

Craig A. Smith & Associates (CAS) proposes to accomplish the services as follows:

ITEM  
NO.

**E15 CONTRACT DOCUMENTS AND ASSISTANCE DURING BIDDING**

CAS will prepare contract documents and specifications and assist the OWNER in advertising for and obtaining bids for all three phases of cleaning and televising the existing stormwater system. CAS will run the pre-bid meeting as the OWNER's representative to discuss the project and answer questions from prospective bidders and prepare an RFI during the bid advertisement period. CAS will perform bid reviews, tabulate bids, perform reference checks, and assist the OWNER in the evaluation of bids and submit bid award recommendation package to the OWNER.

**\$5000.00**

**E-56 ENGINEERING SERVICES DURING CONSTRUCTION**

CAS's Engineer of Record will act as the CLIENT's Engineer and visit the site at intervals appropriate to the stages of construction to provide construction observation as necessary for the CBWCD 5-year recertification. CAS will review pay request applications, negotiate change orders as necessary, review all video recordings of the system and make recommendations, conduct a final inspection with the Central Broward Water Control District to determine if the work is acceptable, and assist the OWNER with project close-out procedures.

Task E-56 fee is based on three phases of cleaning and televising.

<b>Phase 1</b>	<b>\$10,000.00</b>
<b>Phase 2</b>	<b>\$10,000.00</b>
<b>Phase 3</b>	<b>\$10,000.00</b>

**E57 CONSTRUCTION OBSERVATION SERVICES**

CAS will act as the OWNER's representative, monitoring the cleaning of the stormwater system on a weekly basis as required, to ensure the project is performing in accordance with the Civil Engineering and CBWCD specifications. As the OWNER's representative, CAS will observe the cleaning of the stormwater pipes, structures and outfalls, provide



weekly construction reports, and review all sediment removal tickets. CAS's inspector will also provide preliminary payment application reviews with the contractor and conduct semi-final inspections and punch lists with the contractor prior to the CBWCD certification.

Task E-57 fee is based on three phases of cleaning and televising.

Phase 1	\$17,500.00
Phase 2	\$17,500.00
Phase 3	\$17,500.00

#### E-58 FINAL CERTIFICATIONS

CAS will prepare the final certification documents for submittal to the Central Broward Water Control District in accordance with the Stormwater Certification Report.

CAS's certifications will ensure that CAS's periodic construction observations and review of the televised video are in general conformance with the Civil engineering and CBWCD's specifications.

Task E-58 fee is based on three phases of cleaning and televising.

Phase 1	\$2,500.00
Phase 2	\$2,500.00
Phase 3	\$2,500.00

***NOTE: Stormwater tasks do not include costs for individual stormwater repairs. If, in the event, during review of the televised video of the stormwater system it is discovered that pipes, pipe joints or connections to structures or outfalls require physical repair CAS will provide a separate contract for additional services to analyze the damage, prepare a plan and specifications for the necessary work and provide engineering services and construction observation during the repair.***

**SUMMARY OF COSTS**

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

CONTRACT DOCUMENTS AND ASSISTANCE DURING BIDDING	\$5,000.00
ENGINEERING SERVICES DURING CONSTRUCTION AND CERTIFICATION FOR THREE PHASES OF CLEANING AND TELEVISIONING	\$30,000.00
CONSTRUCTION OBSERVATION SERVICES FOR THREE PHASES OF CLEANING AND TELEVISIONING	\$52,500.00
FINAL CERTIFICATIONS FOR THREE PHASES OF CLEANING AND TELEVISIONING	\$7,500.00
<b>TOTAL</b>	<b>\$95,000.00</b>

**Additional Services**

Any service not specifically included in the final Agreement will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.

If this proposal is acceptable to you, please execute as indicated and return one executed copy to our office for our files.

Yours Sincerely,

**CRAIG A. SMITH & ASSOCIATES**



Stephen C. Smith, P.E.  
President

---

**ACCEPTED BY:**

---

**Corporation Name**

---

**Signature**

---

**Date**

---

**Name of Authorized Representative**

---

**Title of Authorized Representative**

*Submit two copies of this form to the Central Broward Water Control District*

INSPECTION DATE(S): \_\_\_\_\_

Component	Inspected	N/A
Wet detention/retention lake(s)/pond(s)		
Dry detention/retention area(s)		
Underground storage system(s)		
Exfiltration trench(es)		
Control structure(s) & outfall(s)		
Storm sewer(s) and drainage structure(s)		
Swales		
Perimeter berm or perimeter retaining wall		
All other pervious areas are stabilized/sodded		
Encroachments or trees/plants in CBWCD dedicated easements		
Other:		
Other:		
Other:		

[illegible]

CERTIFICATION STATEMENT BY FLORIDA LICENSED PROFESSIONAL ENGINEER

\_\_\_\_\_ I hereby certify that I, or my designee under my direct supervision, have inspected the components of the stormwater management system at the above referenced project and that the SYSTEM IS FUNCTIONING IN CONFORMANCE with the paving, grading, and drainage plans approved by the District; that no structural modifications have been made to the system; and that the system is well maintained at the current time. I have prepared a list of necessary maintenance conducted (attached).

\_\_\_\_\_ I hereby certify that I, or my designee under my direct supervision, have inspected the components of the stormwater management system at the above referenced project and that the SYSTEM IS NOT FUNCTIONING IN CONFORMANCE with the paving, grading, and drainage plans approved by the District. I have prepared a list of deficiencies (attached), and have informed the owner of the following (check one or more as appropriate):

\_\_\_\_\_ (A) that the system does not appear to be functioning properly and that monitoring may be required as determined by the District.

\_\_\_\_\_ (B) that maintenance is required to bring the system into compliance, and that if maintenance measures are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to District's approvals.

\_\_\_\_\_ (C) that repairs are required to bring the system into compliance, and that if the repairs are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to District's approvals.

\_\_\_\_\_  
Engineer's Name:

\_\_\_\_\_  
Engineer's License Number

\_\_\_\_\_  
Engineer's Email Address

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Engineering Business License No.

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

Affix Signature, Date, and Seal

**Report Reviewed by Owner/Permittee:**

Name of Owner/Permittee: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Owner/Permittee: \_\_\_\_\_ Date: \_\_\_\_\_

**STORMWATER DRAINAGE SYSTEM / 5-YEAR INSPECTION PROPOSAL**

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

7500 NW 20TH STREET, PEMBROKE PINES

Broward County, Florida

Prepared for:

Ms. Gloria Perez / District Manager

Special District Services, Inc.

August 25, 2023

Ms. Gloria Perez / District Manager  
Walnut Creek Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Dear Ms. Perez,

As you requested here is the proposal for a stormwater permit renewal inspection at Walnut Creek Community Development District in Broward County, Florida. Our survey will determine which, if any, of your stormwater facilities will need cleaning, or if any maintenance like asphalt repairs, concrete repairs, headwall cracks, or erosion work will be required for compliance.

According to jurisdictional agencies, licenses for stormwater drainage systems are valid for a period of five years and must be renewed. Renewal should take place 60 days prior to the expiration date.

Requirements include the proper operation and maintenance of stormwater management systems. This benefits landowners by preventing flooding and maintaining water quality. Stormwater systems consist of combinations of the following components: lakes, canals, retention & detention systems, swales, drainage structures and stormwater pumping stations. Routine maintenance of these facilities ensures that the systems function as originally approved by the County.

In order to comply for renewal, the property owner must submit:

- An application for renewal of license.
- A log of the maintenance, along with other supporting documents showing care of the system.
- A certification letter sealed by a Florida Registered Professional Engineer noting that all components of the system are functioning as designed.
- A renewal fee.

Allstate Resource Management is here to help you keep your property in compliance. We are equipped to inspect and conduct all of the work required to bring your stormwater facilities up to code.

Page 2

Enclosed for your approval and signature is an “*Agreement for Inspection Services*” to determine which, if any, of your stormwater facilities will need cleaning and/or repair.

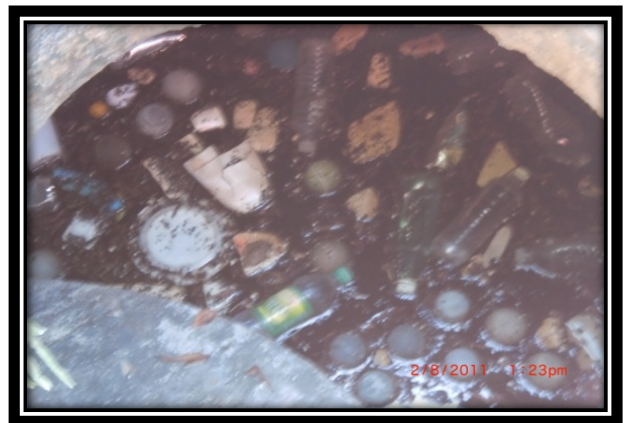
A thorough inspection will enable us to provide you with a final quote for bringing the stormwater system into compliance.



Our inspectors have been trained to look for specific stormwater system deficiencies. Such as:



Storm Drain Blockage



Debris & Sediment in Catch Basin





Loose Pollution Retardant Baffles



Missing Pollution Retardant Baffles



Headwall Inspections



Channeling Required for Outfall



Headwall Cracks



Headwall Erosion



Asphalt Deterioration



Concrete Repairs Required Inside Catch Basin

**The investment for inspecting the system can generate a substantial savings as it assures that only necessary work will be performed on your stormwater system.**

**Inspection fee of the structures to be cleaned will be deducted from the final stormwater system maintenance invoice.**

Looking forward to working with you on this important matter.

Respectfully yours,

ALLSTATE RESOURCE MANAGEMENT, INC.

*Wendy Shaw*

Wendy Shaw  
Stormwater Division Manager

WS / ws

Enclosures

## **STORMWATER DRAINAGE SYSTEM / 5-YEAR INSPECTION AGREEMENT**

This agreement, dated August 25, 2023 is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Walnut Creek Community Development District  
c/o Special District Services, Inc. (561) 296-1933  
2501A Burns Road (561) 630-4923 FAX  
Palm Beach Gardens, Florida 33401 [gperez@sdsinc.org](mailto:gperez@sdsinc.org)

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

1. ARMI will provide the following services on behalf of the customer in accordance with the terms and conditions of this agreement at the following stormwater sites:  
  
Stormwater facilities and structures located at Walnut Creek Community Development District in Broward County, Florida.
2. Customer agrees to pay ARMI the following amount during the term of this agreement for these specific stormwater services:

Inspect catch basins, manholes, yard drains, control structures and outfalls – per original drainage plans (performed by a Certified Stormwater Operator)

\$10.00 per structure;

<b>Project</b>	<b>Catch Basins</b>	<b>Yard Drains</b>	<b>Manholes</b>	<b>Control Structures</b>	<b>Outfalls</b>	<b>Total Structures</b>
Walnut Creek CDD	209	19	19	1	51	299

Inspect two hundred ninety-nine (299) structures \$2,990.00

Management Reporting Included

**Total Investment: \$2,990.00**

**\*Inspection fee of the structures to be cleaned will be deducted from the final stormwater system maintenance invoice.**

Annual inspections are recommended for preventing flooding and for the creation of an inspection log.

3. Schedule of payment: Payment shall be due and payable upon execution of this agreement.

**STORMWATER DRAINAGE SYSTEM / 5-YEAR INSPECTION AGREEMENT**

Page 2

4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. Addendums:
  - Subsequent to inspection, a quote for work needed to bring the system into compliance, such as cleaning of catch basins, pipes, interconnects or outfalls will be prepared. Maintenance on asphalt, concrete, headwalls, or erosion work may also be necessary to meet the requirements of Walnut Creek Drainage District's recertification and will be included in our maintenance proposal.
  - Inspection fee of the structures to be cleaned will be deducted from the final stormwater system maintenance invoice.
6. Proof of insurance included.
7. This agreement constitutes the entire agreement of ARMI and the CUSTOMER, No oral or written alternations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

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

\_\_\_\_\_  
Wendy Shaw

\_\_\_\_\_  
CUSTOMER (Signature)

\_\_\_\_\_  
CUSTOMER NAME (print)

\_\_\_\_\_  
DATE



August 8, 2023

Gloria Perez, District Manager  
Walnut Creek Community Development District  
Special District Services, Inc.  
Kendall Office Center  
8785 SW 165<sup>th</sup> Avenue, #200  
Miami, FL 33193

**RE: WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
STORMWATER PIPE CLEANING AND CCTV INSPECTION  
REVIEW OF SUBMITTED BIDS AND RECOMMENDATION  
CAS PROJECT NO. 17-1974**

Dear Ms. Perez,

On August 1 through 7, 2023 the Walnut Creek CDD received bids from three qualified Contractors for the above-referenced project. The bid amounts were as follows:

<b><u>Contractor</u></b>	<b><u>Written Bid Amount</u></b>	<b><u>Total Bid Amount</u></b>
Flotech Environmental, LLC	\$804,858.00	\$804,858.00
Allstate Resource Management, Inc.	\$843,087.65	\$842,566.65
Shenandoah General Construction Co.	\$933,437.50	\$929,637.50

Allstate Resource Management, Inc.'s bid tabulation contained an erroneous Line Item in Phase 1, Parcel C. Shenandoah General Construction Co. duplicated Outfall Line Item 12 in Phase 1, did not include a price for Line Item 10 in Parcel D, Phase 2 and did not include Line Items 8 through 14 in Parcel H, Phase 3.

CAS has reviewed the bids for completeness and conformance to the Contract Documents and has determined that Flotech Environmental, LLC has provided the lowest responsive responsible bid for the Project.

Flotech Environmental, LLC is a State Certified General Contractor (CGC) that has successfully completed work of a similar type and complexity. CAS reviewed the DBPR website and found that Flotech Environmental, LLC has current/active licenses without any listed license complaints.



Gloria Perez, District Manager  
August 8, 2023

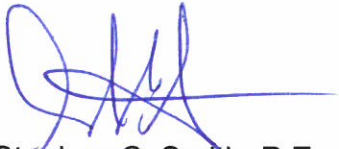
Page 2

Therefore, based on our review of the submitted bids, CAS recommends that the Walnut Creek CDD award the **STORMWATER PIPE CLEANING AND CCTV INSPECTION PROJECT** to Flotech Environmental, LLC for the contract amount of **\$804,858.00**.

Should you have any questions or comments, please do not hesitate to contact me.

Yours sincerely,

**CRAIG A. SMITH & ASSOCIATES**



Stephen C. Smith, P.E.,  
Consulting Engineer

Attachments: Bid Cost Evaluation

cc: Al Caruso – CAS  
Ronald Galvis – Special District Services, Inc.  
Gabrielle Vitucci – Special District Services, Inc.

Re: Iguana Control/ August 2023 Bag Count Data for Walnut Creek CCD

Christy Brown <christy@iguanacontrol.com>

Fri 9/1/2023 11:39 AM

To: Ronald Galvis <rGalvis@sdsinc.org>; Gloria Perez <gperez@sdsinc.org>; Tori Shamy <tshamy@sdsinc.org>

Cc:Rick Torgerson <rick@iguanacontrol.com>

Good afternoon!

The total iguana bag count for the service period of August 1 2023 - August 31, 2023 for the *Walnut Creek CCD/Lakes & Canals* location was **59 (fifty-nine)** iguanas.

The total iguana bag count for the service period of August 1 2023 - August 31, 2023 for the *Walnut Creek CCD/Taft Street Waterfalls* location was **36 (thirty-six)** iguanas.

Have a wonderful holiday weekend!

Best regards,

Christy Brown  
Administrative Assistant to Jennifer Altschuler

## Iguana Control

[Christy@IguanaControl.com](mailto:Christy@IguanaControl.com)

[www.IguanaControl.com](http://www.IguanaControl.com)

Phone (954) 398-4812

Fax (954) 200-6154

**\*Please leave your name, property address and a callback number on the voicemail.**

Connect with Iguana Control | [Facebook](#) | [Instagram](#) | [Twitter](#)

**CONSIDER APPROVAL OF HOA PAVILION  
STUCCO REPAIRS AND PAINT PROPOSAL**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**



**From:** crivero regionssecurity.com <crivero@regionssecurity.com>  
**Sent:** Sunday, September 10, 2023 9:00 PM  
**To:** Gloria Perez <gperez@sdsinc.org>; Gabrielle Vitucci <gvitucci@sdsinc.org>  
**Cc:** Walnut Creek HOA Clubhouse <walnutcreekfla@comcast.net>; Jerome Holston <jholston@campbellproperty.com>; Ronald Galvis <rGalvis@sdsinc.org>; walnutcreek@regionssecurity.us; Betty Ross <bar.one@juno.com>; Luis M. Perez (lperez@RegionsSecurity.us) <lperez@RegionsSecurity.us>  
**Subject:** RE: Walnut Creek CDD - Sheridan Pedestrian Gate

Hello Gloria,

I hope this message finds you well. I wanted to update you on the estimate for the repair of the pedestrian gate on Sheridan. After a careful review of the project, we identified an opportunity to optimize our approach and reduce certain costs without compromising the quality of the work.

I am pleased to inform you that we have successfully reduced the price of the project by \$923.50 as a result of these refinements. Please find attached the revised estimate detailing the updated cost and scope of work.

If you have any questions or would like to discuss any aspects of the estimate further, please do not hesitate to reach out to us.

Cordially,

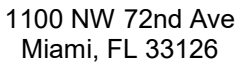


Carlos Rivero, Jr.  
U.S. Army Veteran  
President & CEO

Regions Security Services, Inc.  
1100 NW 72nd Ave  
Miami, FL 33126  
[www.RegionsSecurity.us](http://www.RegionsSecurity.us)  
(305) 517-1266 – Ext. 105  
(877) 505-7774 – Toll Free  
(305) 517-1267 – Fax  
[crivero@RegionsSecurity.us](mailto:crivero@RegionsSecurity.us)

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**Proposal Date:** 5/20/2023  
**Proposal #:** 2023-1735

Walnut Creek CDD  
c/o Special District Services  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attention: Gloria Perez

Thank you for your business.

<b>Total</b>	<b>\$3,180.00</b>
--------------	-------------------

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Page 64



Name / Address
<p>WALNUT CREEK CDD</p> <p>c/o Special District Services</p> <p>2501 Burns Rd., Suite A</p> <p>Palm Beach Gardens, FL 33410</p>

[illegible]

**Subject: Walnut Creek**

Luis,

The reader we examined (440-1301003 & D1011009-BB) seems to be missing the red decals intermittently. This is likely due to optical degradation of the hardware over the past 13 years this unit has been in service. If the site is keeping decals in a 2-4 year circulation of replacement, then the only action needed will likely be to repair or replace the unit in question. Below are the repair and replacement options.

Option A

Send the unit in for evaluation and repair using RMA 10172

Option B

Replace the unit with a new BA-440 Decoder

I have attached documentation that references the issues at site, as well as outlines the required maintenance that will prevent these issues from occurring.

--

Regards,

Brian

BAi Technical Support

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE BOARD OF  
SUPERVISORS OF THE WALNUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT,  
AMENDING THE WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT GATE FACILITIES  
RULE BY REVISING SECTION 7.0 RELATING TO  
GATE FACILITIES DAMAGE FEES AND COST;  
PROVIDING FOR AN INCREASE TO THE FEE;  
PROVIDING FOR SEVERABILITY; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Walnut Creek Community Development District (the “District”) was established pursuant to Chapter 190, Florida Statutes, and City of Pembroke Pines Ordinance No. 1339; and

**WHEREAS**, the District funds, operates, and maintains certain security and security-related improvements, facilities and equipment, including guardhouses, gates, gate arms, cameras, audio-visual and recording equipment, lighting, wiring, cabling, and electrical facilities, and other appurtenant security or security-related improvements benefiting the residents and property owners within the District (collectively, the “Gate Facilities”); and

**WHEREAS**, residents, their guest, and visitors to the community, who damage the Gate Facilities, or portions thereof, are responsible for the cost incurred by the District to repair or replace the damaged Gate Facilities; and

**WHEREAS**, due to recent administrative changes to the District’s security program, and the rise in the cost of materials and labor, the cost incurred by the District for repairing or replacing damaged Gate Facilities has increased, necessitating an increase to the fee charged pursuant to Section 7.0 of the Gate Facilities Rule; and

**WHEREAS**, pursuant to Sections 120.54, 120.81, 190.011(5), and 190.035(2), Florida Statutes, the District is authorize to adopt and modify rules prescribing the conduct of business of the District, the use of the District facilities and lands, the operation and maintenance of the District; and

**WHEREAS**, Chapter 190, Florida Statutes, authorize the District to prescribe, fix, establish, and collect rates, fees and other charges for facilities and services furnished by the District; and

**WHEREAS**, pursuant to the requirements of Chapter 120 and 190, Florida Statutes, the District advertised a public hearing for October 17, 2023, in order to hear and receive comments on the proposed Encroachment and District Property Damage; and

**WHEREAS**, after a duly advertised public hearing, the District Board of Supervisors finds it to be in the best interests of the District, the integrity and maintenance of its Gate Facilities, and the residents and property owners of the District to adopt the proposed amendment to the Gate Facilities Rule.

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

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. Section 7.0 of the District Gate Facilities rule is hereby amended, as follows:

7.0 Gate Facilities damage fees shall be as follows:

7.1 Removing, pulling, or knocking off gate arm requiring re-attachment (no damage to gate arm or other Gate Facilities).....\$ ~~400.00~~ 1,000.00;

7.2 Re-activating a de-activated gate access card, transponder, or reader.....\$30.00 per card/reader or \$50.00 per unit (covers all cards/transponders assigned to unit), whichever is less.

7.3 Damage to other Gate Facilities not referenced in this section shall be assessed at cost plus ten (10%) for administration fees.

Section 3. The District Manager is hereby directed to take all actions consistent with the content of this Resolution and to distribute this Resolution as required by Chapters 120 and 190, Florida Statutes.

Section 4. All motions, resolutions, or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, paragraph, provision, or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional, ineffective, or invalid, in part or as applied, it shall not affect the validity of the remaining clauses, sections, paragraphs, provisions, parts, or applications of the Resolution.

Section 6. This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_DAY OF \_\_\_\_\_, 2023.**

**ATTEST:**

**WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## Walnut Creek CDD Gates Systems Maintenance

AT&I			Royce Integrated Solutions	Techpro	Regions Security (Current Service Provider)
AT&I Level 1	AT&I Level 2	AT&I Level 3			

Provide regular preventive maintenance service for all the entrances/exits (detailed described below), including, but not limited to:

2 entrance arms (12') & gates at Sheridan street, including the 2 BAI barcode scanners.

2 exit arms (12') & gates at Sheridan street.

2 (12') exit arms at Taft street.

2 entrance arms (12') for Residents lane at Taft St. (trap system), including the BAI barcode scanner.

1 arm (15') entrance for Visitors lane at Taft ST. and its remote controller (guardhouse).

*- All the specific services included as part of these preventive maintenance services, detailed described in the proposals.*

<u>Quarterly</u> Preventive Maintenance Service Visits	<u>Monthly</u> Preventive Maintenance Service Visits	<u>Quarterly</u> Preventive Maintenance Service Visits	<u>Quarterly</u> Preventive Maintenance Service Visits
--	--	--	--



AT&I			Royce Integrated Solutions	Techpro	Regions Security (Current Service Provider)
AT&I Level 1	AT&I Level 2	AT&I Level 3			
<u>2</u> Arm remount per month included without extra cost	<u>1</u> Arm remount per month included without extra cost				<u>2</u> Arm remount per month included without extra cost
Hurricane preparation <u>INCLUDED</u> .	Hurricane preparation NOT Included. Flat rate of <b>\$350.00</b> if requested.		Hurricane preparation <u>INCLUDED</u> .	Hurricane preparation NOT Included. Hourly Rates will apply.	Hurricane preparation <u>INCLUDED</u> .
Price per contract: <b>\$1,250.00</b> Monthly	Price per contract: <b>\$975.00</b> Monthly	Price per contract: <b>\$525.00</b> Monthly	Price per contract: <b>\$1,250.00</b> Monthly	Price per contract: <b>\$4,615.00</b> Annually  13 payments/services of <b>\$335.00</b> each.	Price per contract: <b>\$825.00</b> Monthly

AT&I			Royce Integrated Solutions	Techpro	Regions Security (Current Service Provider)
AT&I Level 1	AT&I Level 2	AT&I Level 3			
<p><b>Service Calls Rates:</b></p> <p>Regular Hours: <b>INCLUDED. ** For exceptions</b> an hour rate of <b>\$149.00</b> applies</p> <p>After Hours: <b>\$175.00</b> per hours (with a minimum of 2 hours).</p> <p>*Weekends "Emergency Services" are only to open gates to allow access, if necessary. Any repair will be performed next business day.</p>	<p><b>Service Calls Rates:</b></p> <p>Regular Hours: <b>\$149.00</b></p> <p>After Hours: <b>\$175.00</b> per hours (with a minimum of 2 hours).</p> <p>*Weekends "Emergency Services" are only to open gates to allow access, if necessary. Any repair will be performed next business day.</p>		<p><b>Service Calls Rates:</b></p> <p>Regular Hours: <b>INCLUDED. ** For exceptions</b> an hour rate of <b>\$96.00</b> applies, plus <b>\$57.50</b> travel charge</p> <p>After Hours: <b>\$345.50</b> for the first 2 hours, plus <b>\$144.00</b> for each additional hour.</p>	<p><b>Service Calls Rates:</b></p> <p>Regular Hours: <b>\$110.00</b> per hour, plus <b>\$75.00</b> flat rate.</p> <p>After Hours: <b>\$175.00</b> per hour plus <b>\$75.00</b> flat rate.</p>	<p><b>Service Calls Rates:</b></p> <p>Regular Hours: <b>INCLUDED. ** For exceptions</b> an hour rate of <b>\$150.00</b> applies.</p> <p>After Hours: <b>\$225.00</b> per hour.</p>

AT&I			Royce Integrated Solutions	Techpro	Regions Security (Current Service Provider)
AT&I Level 1	AT&I Level 2	AT&I Level 3			
<p><b>** Regular Hours Service INCLUDED</b> with Plan. Does not include calls for damages caused by external factors, such as vehicles hit, vandalism, weather, etc.</p>			<p><b>** Regular Hours Service INCLUDED</b> with Plan. Does not include calls for damages caused by external factors, such as vehicles hit, vandalism, weather, etc.</p>		<p><b>** Regular Hours Service INCLUDED</b> with Plan. Does not include calls for damages caused by external factors, such as vehicles hit, vandalism, weather, etc.</p>
<p>Summarized minimum Fee Charged for after hours (weekends calls): <b>\$350.00</b></p> <p>Details in previous rows.</p>			<p>Summarized minimum Fee Charged for after hours (weekends calls): <b>\$345.50</b></p> <p>Details in previous rows.</p>	<p>Summarized minimum Fee Charged for after hours (weekends calls): <b>\$250.00</b></p> <p>Details in previous rows.</p>	<p>Summarized minimum Fee Charged for after hours (weekends calls): <b>\$225.00</b></p> <p>Details in previous rows.</p>

AT&I			Royce Integrated Solutions	Techpro	Regions Security (Current Service Provider)
AT&I Level 1	AT&I Level 2	AT&I Level 3			
<p>Price for Arms (Spare):</p> <p>12' LED, Square Red/Green Arm Only <b>\$489.00</b></p> <p>12' LED, Square Red/Green Arm with LED Kit: <b>\$595.00</b></p> <p>15' LED, Square Red/Green Arm Only: <b>\$507.00</b></p> <p>15' LED, Square Red/Green Arm with LED Kit: <b>\$617.00</b></p>			<p>Price for Arms (Spare):</p> <p>12' Rectangular Gate Arm Only (Red to Green) <b>\$430.00</b></p> <p>12' Rectangular Gate Arm Kit (Red to Green) <b>\$490.00</b></p> <p>15' Rectangular Gate Arm Only (Red to Green) <b>\$445.00</b></p> <p>15' Rectangular Gate Arm Kit (Red to Green) <b>\$525.00</b></p> <p>Counterweight for 15' Arm - <b>\$100.00</b></p>	<p>Price for Arms (Spare):</p> <p>12' Lighted barrier arm (red to green) barrier arm kit <b>\$539.99</b></p> <p>15' Lighted barrier arm (red to green) barrier arm kit <b>\$589.99</b></p>	<p>Price for Arms (Spare):</p> <p>12' Lighted barrier arm (red to green) barrier arm kit <b>\$516.00</b></p> <p>15' Lighted barrier arm (red to green) barrier arm kit <b>\$546.00</b></p> <p><i>*Prices charged so far by Regions.</i></p>

AT&I			Royce Integrated Solutions	Techpro	Regions Security (Current Service Provider)
AT&I Level 1	AT&I Level 2	AT&I Level 3			
			<p>Prior to entering in an agreement, this vendor requires an initial inspection of the existing equipment at a rate of <b>\$96.00</b> per hour (No number of hours specified). Once inspection is completed, <b>ROYCE</b> will provide a complete report, along with a proposal, if any items need to be addressed and/or replaced.</p>		

# GATE MAINTENANCE AGREEMENT

## AT&I SECURITY SYSTEMS

12260 SW 53RD ST

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

## CLIENT: WALNUT CREEK COMMUNITY DEVELOPMENT

Delivered on: August 22, 2023

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 of 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

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	\$1,250 /month	1	\$1,250 /month	 INITIALS Gloria Perez
<input type="checkbox"/> Labor Included	\$975 /month	1	\$975 /month	 INITIALS Gloria Perez
<input type="checkbox"/> Maintenance Only	\$525 /month	1	\$525 /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:** \$149.00/ 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 \$175.00/ 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

## RE: Walnut Creek Gate Service Agreement without Loop Coverage - AT&I Security Systems

james@atisecuritysystems.com <james@atisecuritysystems.com>

Tue 8/22/2023 5:07 PM

To: Ronald Galvis <rGalvis@sdsinc.org>

Cc: Gloria Perez <gperez@sdsinc.org>

Hey Ronald,

Thank you for reaching back out to AT&I for gate service.

As for the differences between each level service agreement, on the "What's included" page, offers detail on what each level will provide you as the customer.

For a spare arm pricing:

12FT LED, Square Red/Green Arm Only \$489ea

12FT LED, Square Red/Green Arm with LED Kit: \$595ea

15FT LED, Square Red/Green Arm Only: \$507ea

15FT LED, Square Red/Green Arm with LED Kit: \$617ea

12ft Boom with Red & White Reflective Strips: \$169ea

15ft Boom with Red & White Reflective Strips: \$199ea

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**From:** Ronald Galvis <rGalvis@sdsinc.org>

**Sent:** Tuesday, August 22, 2023 4:52 PM

**To:** James Walling <james@atisecuritysystems.com>

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

**Subject:** Re: Walnut Creek Gate Service Agreement without Loop Coverage - AT&I Security Systems

Good afternoon, dear James, and thank you for your proposal.

We would like, if possible, to have a more detailed explanation of the difference between the plans offered, and your recommendation based on the services that you provided to our District in the past.

We would also like you to include the price for the spare arms. As you may remember, we like to have some of them as a backup, and it is important to know how much will they cost when needed (and/or if any of the offered plans include them).

Thanks in advance for your prompt responses.

Have a great day.





1900 NW 32<sup>nd</sup> St Pompano Beach, Florida 33064  
Phone – 954-966-3903, Toll Free - 800-683-0134, Fax – 954-966-2085  
[customerservice@royceintegrated.com](mailto:customerservice@royceintegrated.com) [www.royceintegrated.com](http://www.royceintegrated.com)

**SUBMITTED TO:**

Property: Walnut Creek Community Development District  
Address: 2501 A Burns Rd  
City, State, Zip: Palm Beach Gardens, FL 33410  
Office Phone: 786-503-1633  
Fax Phone:  
E-mail Address: [rgalvis@sdsinc.org](mailto:rgalvis@sdsinc.org)

Please find enclosed our proposal to provide our "Full-Service Customer Protection Plan" for the **Automated Vehicle Gate System at Walnut Creek**. All materials and labor required to support this agreement are included together with preventative maintenance checks. By establishing a regular maintenance program, you will extend the life of your equipment, prevent data loss, and save money by reducing the number of service calls and equipment downtime.

This Agreement requires an initial inspection to determine the current condition of the existing equipment. Upon completion of the initial inspection, we will provide a complete report of any items that need to be addressed and/or replaced. Items that require replacement must be done prior to the Agreement's onset. If customer should decide to not move forward with the Agreement after the initial inspection, customer will be billed at a rate of \$96.00 per hour for the time spent performing the initial inspection.

Contained in this proposal is the following documentation:

- Schedule of Services/List of Equipment Protected.
- Additional Terms/Cost/Acceptance Page.
- Preventative Maintenance Criteria.

After the initial inspection is completed, you will receive a complete inspection report. You will also receive a proposal, should any items need to be addressed and/or replaced. If no items require attention or replacement, we will send you an invoice for the first month's coverage. If a proposal was provided to you for certain items, please sign the proposal and send it back to us. Upon receipt of the executed proposal, and the work is performed, your coverage will be activated.

Please contact us if you have any questions regarding the proposal. Thanks, and we look forward to serving you.

# ROYCE INTEGRATED SOLUTIONS, INC.

## Full-Service Customer Protection Plan

### *Schedule of Services*

<b>Service Coverage:</b>	All service calls are covered under this plan when component failure occurs through normal usage. Normal usage is defined as all times and instances except for vandalism and/or Acts of God (fire, flood, hurricane, etc...).
<b>Service Availability:</b>	Monday through Friday 8:00 am to 5:00 pm. Emergency and Weekend service calls are billed at our prevailing rates.
<b>Response Time Range:</b>	Within 24 hours of a properly placed service call by an authorized representative. After-hours service calls will be dealt with on the following morning.
<b>Response Status:</b>	Priority response. The customer is placed at the beginning of the service request log ahead of all non-service contract customers.
<b>Parts and Labor Coverage:</b>	All parts, as defined for the following equipment listed in this agreement, and labor to repair, are covered under this plan when component failure occurs through normal usage. Parts & labor are not covered when an issue arrives from vandalism and/or an Act of God.
<b>Items Not Covered:</b>	Aluminum swing gates/mounting posts, tubular gate arms, existing wires (this includes in-ground vehicle loop wires), programming & loading the access devices into the access software database. Equipment damages caused by misuse, abuse, theft, vandalism, accidents, and/or Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors. If, in our opinion, any piece of equipment cannot perform satisfactorily due to condition, age or excessive use, we will submit a cost to overhaul the equipment or replace the unit.
<b>Termination, Renewal</b>	The term of this agreement will be for one year and may be cancelled by either party with 30-days written notice. The contract will automatically renew subject to up to a 5% increase in cost and/or price change due to a change in covered equipment and will remain in force until cancelled.
<b>Attorney Fees</b>	In the event it becomes necessary for any party to hereto to institute legal proceedings against the other party arising out of this agreement, each party agrees to bear its own fees and costs.
<b>Preventative Maintenance:</b>	<b>Monthly</b>



**ROYCE INTEGRATED SOLUTIONS, INC.**  
**Service Investment Information**  
***Equipment List:***

Taft Street

Resident Entry Lane:

- Two (2) Liftmaster Mega Arm Barrier Gates
  - Includes all parts/components in the operator housing.  
\*\*gate arms are not covered
- One (1) Barcode Automation 440 Dual Scanner
- One (1) SOS Emergency Vehicle Unit
- One (1) Linear AK11 Wireless Keypad/Receiver

Visitor Entry Lane:

- One (1) Liftmaster Mega Arm Barrier Gates
  - Includes all parts/components in the operator housing.  
\*\*gate arms are not covered
- One (1) SOS Emergency Vehicle Unit

Exit Lane:

- Two (2) Liftmaster Mega Arm Barrier Gates
  - Includes all parts/components in the operator housing.  
\*\*gate arms are not covered
- One (1) Omron Photo Sensor
- One (1) SOS Emergency Vehicle Unit

Sheridan Street

Resident Entry Lane:

- One (1) Liftmaster Mega Arm Barrier Gate
  - Includes all parts/components in the operator housing.  
\*\*gate arms are not covered
- One (1) Liftmaster CSW24UL Swing Gate Operator
  - Includes all parts/components in the operator housing.
  - Chain
  - Photo Eyes
  - Edges
  - \*\*Brackets, gate hardware and aluminum components not covered
- One (1) Barcode Automation 440 Dual Scanner
- One (1) SOS Emergency Vehicle Unit

Visitor Entry Lane:

- One (1) Liftmaster Mega Arm Barrier Gate

- Includes all parts/components in the operator housing.
  - \*\*gate arms are not covered
- One (1) Liftmaster CSW24UL Swing Gate Operator
  - Includes all parts/components in the operator housing.
  - Chain
  - Photo Eyes
  - Edges
  - \*\*Brackets, gate hardware and aluminum components not covered
- One (1) Barcode Automation 440 Dual Scanner
- One (1) SOS Emergency Vehicle Unit
- One (1) Linear AK11 Wireless Keypad/Receiver

Exit Lane:

- Two (2) Liftmaster Mega Arm Barrier Gates
  - Includes all parts/components in the operator housing.
  - \*\*gate arms are not covered
- Two (2) Liftmaster CSW24UL Swing Gate Operators
  - Includes all parts/components in the operator housing.
  - Chain
  - Photo Eyes
  - Edges
  - \*\*Brackets, gate hardware and aluminum components not covered

**Total Equipment:**

- (9) Barrier Gate Operators
- (4) Swing Gate Operators
- (3) Barcode Scanners
- (5) SOS's
- (1) Omron Photo Beam
- (2) Linear AK11 Wireless Keypad/Receiver

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\*Gate arm replacement is not covered under this contract and is sold separately. Outlined below is our pricing for replacements:

- 15ft Rectangular Gate Arm Kit - **\$525**
  - Includes controller, power supply and conversion cable
- 15ft Rectangular Gate Arm Replacement - **\$445**
  - Arm Only
- Counterweight for 15ft Arm - **\$100**
- 12ft Rectangular Gate Arm Kit - **\$490**
  - Includes controller, power supply and conversion cable
- 12ft Rectangular Gate Arm Replacement - **\$430**
  - Arm Only

**Safety Terms:** Owner agrees that Royce Integrated Service will not be held responsible for any damages caused by gate closures on vehicles or pedestrians. **Pedestrians should never walk-through vehicle gate access locations.**

**Approval Terms:** A full system evaluation is required before the service contract can commence. To evaluate the equipment, our inspection rate is \$96.00 per hour plus a one-time trip charge of \$57.50, and if the agreement is accepted, this evaluation time will be credited, in full, to the customer. If you should choose not to accept the service contract, the full amount of the evaluation will be billable. If necessary, Royce Integrated will furnish an estimate for bringing the equipment to full working condition and in compliance with our standards for the service contract. Once the work on the estimate is performed, the service agreement comes into effect”.

**Billing Period:** MONTHLY (in advance). First payment to accompany signed agreement. Payments are to be made monthly in advance and are to be received by the 15th day of the preceding month. A monthly invoice will be mailed unless you prefer quarterly, semi-annually or yearly payments.

**Note:** Royce Integrated Solutions offers a 5% discount for annual agreements that are prepaid in full in advance.

**Amount Per Month: \$1,250.00**

Accepted By: \_\_\_\_\_

**ROYCE Integrated Solutions, Inc.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**

\_\_\_\_\_  
**Authorized Signature and Title**

**ROYCE INTEGRATED SOLUTIONS, INC.**  
**Service Investment Information**  
*Service Rates:*

\*\*\*Service Rates for Items not covered under contract\*\*\*

**Rates for service during normal business hours (8am-5pm)**

Technician Service Call:       **\$96/hr**

Truck Service Call:           **\$195/hr**

\*\*\*A travel charge of \$57.50 is added to the service call\*\*\*

\*\*\*As of 3/8/22, a \$25 fuel surcharge will be added to all service calls due to the continued escalation of gas prices. This is a temporary cost that we will adjust accordingly\*\*\*

**Emergency calls for technician and service truck (Weekend and after hours):**

Technician:    **\$345.50** for the first two hours (Minimum Charge)  
                  **\$144.00** each additional hour

Service Truck: **\$642.50** for the first two hours (Minimum Charge)  
                  **\$292.50** each additional hour

# SWING GATE OPERATOR PREVENTATIVE MAINTENANCE

1. MAKE SURE GATE MOVES SMOOTHLY WITHOUT USE OF THE OPERATOR.
2. MAKE SURE MOUNTING HARDWARE IS SECURE AND IN ALIGNMENT.
3. EXAMINE EMERGENCY RELEASE HANDLES.
4. EXAMINE CONDITION OF THE SWIVEL ARM BRACKET ASSEMBLY.
5. MAKE SURE HINGES ARE WORKING SMOOTHLY AND LUBRICATED PROPERLY.
6. CHECK BELTS FOR CRACKING, PROPER TENSION, WEAR, ETC.
7. CHECK GATE REVERSING SENSOR (SAFETY SENSORS).
8. CHECK FOR PROPER GATE SPEED/TIMING AND LOOP SENSITIVITY.
9. CHECK GEAR BOX OIL LEVELS.
10. CHECK IN-GROUND LOOP WIRE CONDITION.
11. PERFORM BATTERY TEST/CLEAN BATTERIES.

## GATE OPERATOR PARTS TO BE INSPECTED

LIMIT SWITCH ASSEMBLY  
IDLER PULLER ASSEMBLY  
CHAIN BRACKET ASSEMBLY  
OMNI MOTOR HARNESS  
HINGES  
LOOP DETECTORS  
SAFETY SENSORS  
½ HP ELECTRIC MOTOR  
DRIVE BELT  
TRANSFORMER  
GEAR REDUCER (60:1)

OMNI SIREN  
OMNI LOGIC BOARD  
SURGE SUPPRESSOR (if present)  
ARM BRACKET ASSEMBLY  
RADIO RECEIVER  
BATTERY BACKUP UNITS  
MOTOR CAPACITOR  
MOTOR PULLEY  
GEAR REDUCER PULLEY  
CLUTCH SET

\* Any parts requiring replacement will be immediately replaced during the time of the inspection. If the part is a specialty item, it will be ordered and then replaced once received from our parts distributor.

# **BARRIER GATE OPERATOR PREVENTATIVE MAINTENANCE**

1. MAKE SURE GATE ARM IS FIRMLY ATTACHED TO ARM BRACKET.
2. MAKE SURE MOUNTING BRACKET HARDWARE IS SECURE AND IN ALIGNMENT.
3. THOROUGH CLEANING INSIDE OPERATOR HOUSING.
4. CHECK BELTS FOR CRACKING, PROPER TENSION, WEAR, ETC.
5. CHECK GATE REVERSING SENSOR (SAFETY SENSORS).
6. CHECK FOR PROPER ARM SPEED/TIMING AND LOOP SENSITIVITY.
7. CHECK GEAR BOX OIL LEVELS.
8. CHECK IN-GROUND LOOP WIRE CONDITION.
10. PERFORM BATTERY TEST/CLEAN BATTERIES.

## **GATE OPERATOR PARTS TO BE INSPECTED**

LIMIT SWITCH ASSEMBLY	OPERATOR CABINET
TRANSFORMER	WIRING AND RELAYS
CONTROL BOARD	DC MOTOR – 24 VDC
GEAR REDUCER (60:1)	ALUMINUM CHASSIS
DRIVE BELT	REDUCER PULLEY
MOTOR PULLEY	GATE ARM BRACKET
FASTENERS	BEARINGS & SHAFTS
CAM ARM	SHEAR PINS
MOTOR BOLTS & NUTS	NYLON ARM NUTS
ARM BOLTS	GATE ARM ASSEMBLY
SURGE SUPPRESSOR (if present)	RADIO RECEIVER
LOOP DETECTORS	BATTERY BACKUP UNIT
BOLT & NUT COVER	MAGNET
CAM ARM	FUSES (1amp, 10amp, & 15amp)
ARM BOLT	MOTOR BRUSHES

\* Any parts requiring replacement will be immediately replaced during the time of the inspection. If the part is a specialty item, it will be ordered and then replaced once received from our parts distributor.



## Techpro Security Products

182 Glades Rd.  
Boca Raton, FL 33432  
561-922-8416

Date : 22 Aug 2023

## Walnut Creek Community Development District

2501 A Burns Rd.  
Palm Beach Gardens, FL 33410

Reference : Gate Maintenance

Account Manager : Bryan Rice

#	Item & Description	Qty	Rate	Amount
1	<b>Tech-Protect Silver Service</b> SKU : TP-Silver Tech-Protect Silver Maintenance Agreement Summary of Tech-Protect Coverage Gate Operators quarterly maintenance: * Visual inspection * Clean all debris and spray for spiders and ants * Inspect condition of all hardware and anchors * Tighten belts and check motor brushes * Voltmeter test on electrical systems * Inspect loop detector system and any photoelectric beam sensors * Tighten all swing arms and related hardware * Inspect fluid levels on gear box * Lubricate all moving parts * 10% discount on any additional labor and parts  ***Nine barrier arm operators, four swing gate operators, and three barcode scanners*** **Estimate reflects the annual cost, monthly fee is \$355/month**  Current Regular Service Calls: \$110/hour + Flat Fee of \$75 Current Afterhours Emergency Service Calls: \$165/hour + Flat Fee of \$75  12' Lighted barrier arm (red to green) barrier arms w/ kit= \$539.99 15' Lighted barrier arm (red to green) barrier arms w/ kit = \$589.99  All work to be performed during regular business hours of Tech Pro Security Products	13 1	355.00	4,615.00

Sub Total 4,615.00

Palm Beach County (7%) 0.00

**Total \$4,615.00**

## Notes

Technical support remote assistance is available Monday through Friday between 9:00 am - 6:00 pm EST

Ask us about our "TechProtect Gold Service Agreement". This service can be maintained up to 5 years!

## Terms & Conditions

Estimate is valid for 30 days, unless specified.

### PAYMENT TERMS:

50% deposit invoice due upon approval

40% of the balance due upon installation completion

10% remaining balance due upon inspection approval (if applicable)

We accept checks or credit cards.

### WARRANTY:

- Labor warranty covers onsite visits regarding our installation.

- Hardware warranties are at manufacturer discretion. The warranty period for specific products, if listed on your estimate, are provided at the time of estimate and may be subject to change. "Act of God", such as lightning strike, surges, or damage caused by a third party typically will not be covered under warranty. Labor warranty does not cover service calls to troubleshoot or repair/replace manufacturer warranted equipment.

### EXCLUSIONS APPLY UNLESS INDICATED ON ESTIMATE:

- If sales tax is not included in the estimate, it will be added to the invoice unless a tax-exempt certificate is provided by the customer.

- Delays in installation due to weather conditions, site readiness, change orders, or material delivery that are not caused by Techpro Security will be billed accordingly.

- Any modifications involving high voltage labor.

- Any scope of work change or addition.

### PERMITS:

An administration fee will be added to each job that requires a permit. This fee covers costs such as drawings, calculations, documents, etc. required by the AHJ for permit approval. Additional labor costs may incur from coordination of inspections with the city inspector, meeting inspectors on the job, etc. Inspection and permit fees levied by AHJ (authority having jurisdiction), and processing costs, special inspections, partial inspections, or over-time inspections are not included and will be billed at face value.

Looking forward to your business!

Authorized Signature \_\_\_\_\_



**Wolfer Landscape Services**

5371 58th Ave  
Davie, FL 33314 US  
(954) 581-3555  
wolferlandscape@gmail.com

Estimate

ADDRESS

SDS Special District Services

ESTIMATE DATE

1296-TT  
08/25/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Trim the palms surrounding the Taft Street entrance waterfalls - price is per trim	1	1,200.00	1,200.00

All jobs will require a retainer of 50% prior to commencement of work. Price does not include crown reduction. Trees to be trimmed in accordance to ANSI A300 standards, palms to be trimmed at 9 o'clock and 3 o'clock positions. Certified arborist, licensed and insured - license #A-1728  
 If approved, please sign, date and return. Thank you.  
 \_\_\_\_\_sign  
 date

TOTAL
 

\$1,200.00

Accepted By

Accepted Date

## MONUMENT MAINTENANCE SERVICES AGREEMENT

This Monument Maintenance Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 ("the Effective Date"), by and between:

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

**WALNUT CREEK COMMUNITY ASSOCIATION, INC.**, a Florida homeowner's association, pursuant to Chapter 720, Florida Statutes, whose address is: 7500 N.W. 20<sup>th</sup> Street, Pembroke Pines, Florida 33024 (the "Association").

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, owns and or shares responsibility with the Association for maintaining and providing maintenance services to certain improvements in the common areas located within the boundaries of the District; and

**WHEREAS**, the Parties desire for the fifteen (15) monument signs located within the boundaries of the District, more particularly monuments located at the following: Willows Reach, Mahogany Bend, Maple Glen (4), Maple Grove (2), Park South (2), Park North (2), and Sheridan Entrance (collectively the "Monuments"), to receive annual monument maintenance services, including pressure cleaning, painting, and minor stucco repairs (the "Services") which Services shall be provided by the Association; and

**WHEREAS**, the current condition of the Monuments requires repairs (the "Initial Repairs"), and the Association has requested, and the District has agreed to pay for the cost of the Initial Repairs, in accordance with and as more particularly described in the Association's Proposal dated May 5, 2023 (the "Proposal") which Proposal is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Association and District agree that the Association will provide to the District Services and the District shall pay the Association for providing such Services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

**Section 1. Recitals.** The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

## **Section 2. Services and Responsibilities.**

- A. Association hereby agrees to perform and timely provide the Services to the District, as set forth in the Proposal and any subsequently approved amendment, task order, or work authorization.
- B. Association shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete the Initial Repairs in accordance herewith and with the conditions and prices as stated herein and in the Proposal. Association acknowledges that no other capital expense is contemplated or necessary to complete the Initial Repairs.
- C. Association shall perform all the work and labor pursuant to this Agreement and as necessary to provide Services complete the Initial Repairs.
- D. Association shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, park properties and facilities, District lands, and adjacent property in connection with the Services and Initial Repairs in performance of this Agreement.
- E. Association will be held responsible for the care, protection and condition of all work until final completion ~~and acceptance~~ of the Initial Repairs as determined by the District Manager of the District, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Association's acts or omissions or the acts or omissions of its subcontractors or suppliers.

## **Section 3. Performance.** The District and the Association hereby agree, as follows:

- A. The Association shall provide and be solely responsible for all costs and liabilities that are associated with providing the Services set forth in Section 3.
- B. The Association shall provide all Services in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Services are properly provided. Prior to performing the Services required under this Agreement, any such employees or contractors shall first submit proof to the Association of the required licenses and insurance in accordance with this Agreement. Copies of such licenses or certificates of insurance shall be made available to District upon request.
- C. All contractors, subcontractors, or agents retained, hired by, or contracted to perform the Services shall be in accordance with District Rules and Florida Statutes.
- D. Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) Broward County, Florida; and (c) any municipality with jurisdiction, either now or in the future.

E. Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide the Services in fulfillment of its obligations under this Agreement.

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

District shall pay the Association for the Services provided pursuant to this Agreement in an amount not to exceed **FIVE THOUSAND FIVE HUNDRED AND 00/100 (\$5,500.00) DOLLARS** (the “Contract Amount”). The Contract Amount shall be paid monthly starting on the first day of the month following the completion of the Initial Repairs.

District shall pay the Association for the Initial Repairs provided pursuant to this Agreement in an amount not to exceed **TEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$10,750.00) DOLLARS.** Payment for the Initial Repairs shall be a one-time payment made upon completion of the repairs as determined by the District Manager of the District.

**Section 5. Term.** This Agreement shall commence on \_\_\_\_\_ and continue for one (1) year, unless sooner terminated in accordance with this Agreement (the “Initial Term”). This Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated pursuant to Section 6.

#### **Section 6. Remedies, Default, & Specific Performance.**

A. Convenience. The Parties may terminate this Agreement for convenience and without any liability therefor by providing at least thirty (30) days written notice to the non-terminating Party.

B. For Cause. Any failure of the Association to comply with this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and after ten (10) day’s written notice of such breach and an opportunity to cure, may immediately terminate this Agreement for cause.

~~C. Discontinuation & Reimbursement by Association. At such time as the District should commence providing Services under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform the Services.~~

D. Other Remedies & Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement shall entitle the District to all remedies available in law ~~or equity or in an administrative tribunal~~, which shall include but not be limited to the right of damages; ~~injunctive relief and specific performance. In the event of the Association’s default under this Agreement, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to petition the court for specific performance of, and injunctive relief concerning, the Association’s obligations hereunder.~~

**Section 7. Indemnification.** The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Services, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, ~~(B) indirect or consequential costs and damages (provided there is a proximate cause relationship)~~ and (BC) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District. Nothing herein shall be construed or interpreted as a waiver of the protections and immunities afforded the District pursuant to sovereign immunity and Section 768.28, Florida Statutes. The District does hereby expressly agree and understand the Association shall not be liable to the District, for any injury, loss or damage to person or property, caused by the District's own negligence of intentionally tortious conduct.

**Section 8. Insurance.**

A. The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "B", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (1) the District as an additional insured to the extent of limits of liability set forth in the attached Exhibit "B"; and
- (2) the District as a certificate holder of the Certificate of Insurance; and
- (3) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

- B. The Association shall require that any contractor retained by the Association to perform the Services shall have all necessary insurance coverage and specifically provide that Walnut Creek Community Development District and the Walnut Creek Community Association, Inc., and their respective officers, agents, employees, volunteers and representatives are additional insureds with respect to the required coverages and operations of the Contractor.
- C. The Association shall require that any contractor retained by the Association to perform the Services ensure that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

**Section 9. Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE DISTRICT:** Walnut Creek Community Development District  
2501A Burns Road  
Palm Beach Lakes, Florida 33410  
Attention: District Manager

**With a copy to:** Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Blvd., Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles

**AS TO THE:** Walnut Creek Community Association, Inc.  
**ASSOCIATION** 7500 N.W. 20<sup>th</sup> Street  
Pembroke Pines, Florida 33024  
Attention: President

**With a copy to:** Lottenberg Law, P.A.  
12515 Orange Drive, Suite 801  
Davie, FL 33330  
Attention: Hofit N. Lottenberg, Esq.  
With a copy by email to:  
hofit@lottenberglaw.com

**Section 10. Entire Agreement.** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District and the Association. Each party agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

**Section 11. Amendment & Waiver.** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

**Section 12. Severability.** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

**Section 13. Controlling Law.** This Agreement shall be construed under the laws of the State of Florida.

**Section 14. Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**Section 15. Costs, Fees and Venue.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, appellate proceedings and pursuit of attorney's fees. In the event of litigation arising out of this Agreement or performance thereof, venue shall be Broward County, Florida.

**Section 16. Successors & Assignment.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and the District, their receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

**Section 17. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section 18. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**Section 19. Execution of Documents.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

**Section 20. Construction of Terms.** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

**Section 21. Captions.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

**Section 22. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

**Section 23. Public Records.**

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

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

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

**C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**



**THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT  
THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH, FLORIDA 33410  
TELEPHONE: 877-737-4922  
EMAIL: [fware@sdsinc.org](mailto:fware@sdsinc.org)**

**Section 24. E-Verify.** The Association, on behalf of itself and its contractors or subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9.0 above, if the District has a good faith belief that the Association has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor or subcontractor of the Association performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Association and order the Association to immediately terminate its contract with the contractor or subcontractor. The Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

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

**WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Gloria Perez, signing on behalf of the Chair,  
pursuant to the motion authorizing her to  
sign at the meeting of the Board of  
Supervisors on May 16, 2023

WITNESSES:

**WALNUT CREEK COMMUNITY  
ASSOCIATION, INC.**

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

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

(CORPORATE SEAL)

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

Name: \_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_, 2023

**EXHIBIT A**

**Proposal**

## **EXHIBIT “B”**

### **Schedule of Insurance Coverage(s)**

Association shall make the District, its officers, agents, and representatives an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the work to be performed or Improvements to be maintained under this Agreement.

#### **Schedule of Insurance Coverage(s):**

Commercial General Liability to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal Injury

\$1,000,000 Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement

#### **Workers Compensation:**

As required by Florida law and Federal law

Employers Liability with a minimum of \$100,000.00 per accident

## Walnut Creek CDD Facts

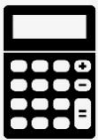
AUGUST 1<sup>ST</sup> 2023 – AUGUST 31<sup>ST</sup> 2023

 **11,853** Total Visitors Recorded (up by 800!)

 **1,357** Total Residents Recorded (down by 643!)

 **13,210** Total People Recorded (1814 by QR Invites, an increase of 900 QR invitations!)

*This averages out to...*



- 471 visitors per day
- 19.6 visitors per hour

 **3,920** Visitors processed by the virtual guard

## Walnut Creek CDD Facts

### CENSUS

 **587** Units have logged into the new App

 **308** Units have not logged into the new App

 **3,301** Total Residents in the system

 **2,636** Total Residents Vehicles in the system

 **5,053** Total Permanent Visitors in the system

We appreciate everyone's continued feedback & support.

## Security Administrator Activity Report

Week Of	Activity	Outcome
8/7/2023	Daily review of incident reports from previous days activities.	See August 2023 Incident Report.
	Made calls to residents to assist with installation and use of property access app.	
	Repaired damaged Taft Street visitor gate arm.	Operational
	Assisted resident stuck between the Sheridan right entrance gates that malfunctioned during heavy rains.	Satisfied customer service.
8/14/2023	Daily review of incident reports from previous days activities.	See August 2023 Incident Report.
	Made calls to residents to assist with installation and use of property access app.	
	Fixed fallen Taft Street left exit gate arm.	Operational.
8/21/2023	Daily review of incident reports from previous days activities.	See July 2023 Incident Report.
	Made calls to residents to assist with installation and use of property access app.	
	Met with several residents to assist with property access app.	Satisfied customer service.
	Processed damage gate invoice.	Mailed.
8/28/2023	Daily review of incident reports from previous days activities.	
	Made calls to residents to assist with installation and use of property access app.	
	Processed damage gate invoice.	Mailed.

## Walnut Creek Gate Arm Damage Invoice Report

DATE OF INCIDENT	NAME	ADDRESS	DATE OF INVOICE	INVOICE AMOUNT	INVOICE NUMBER	DATE FUNDS COLLECTED
7/21/2023	Michael Rubin	1809 NW 72nd Way	7/25/2023	\$440.00	2023-006	
7/29/2023	Hiram Mizrahi	7973 NW 18th Ct.	7/31/2023	\$440.00	2023-007	
7/29/2023	Trademark Sign LLC	2051 Green Rd., Suite E, Pompano Beach FL 33064	8/2/2023	\$440.00	2023-008	
8/3/2023	Julia Brandon	7306 NW 17th Ct.	8/4/2023	\$440.00	2023-009	
5/28/2023	Liliana Moreno	7707 NW 18th St.	5/30/2023	\$440.00	2023-002	7/24/2023
6/25/2023	U-Haul	P.O. Box 24463, Phoenix AZ 85074	7/19/2023	\$440.00	2023-005	8/1/2023
7/3/2023	Tameka Skippings	7559 NW 17th Dr.	7/5/2023	\$440.00	2023-004	8/4/2023
5/10/2023	Roger Gupta	7604 NW 20th Ct.	5/16/2023	VOID		8/9/2023

Additional Notes:



# Security Administrator August 2023 Incident Report

**8/8/2023** Around 3:30 a.m., a **silver sedan** entered the property via the sidewalk on Taft Street near the resident entrance. Neither the driver, nor the car information could be identified. See attached videos. No police report was taken.

[https://www.dropbox.com/scl/fi/m1wl4e1cp9ykcyfczhwl4/T-Resident-LPR\\_2023\\_08\\_08\\_3AM\\_32\\_03.mkv?rlkey=87tmyuhysivs9k3xy2pfkjndr&dl=0](https://www.dropbox.com/scl/fi/m1wl4e1cp9ykcyfczhwl4/T-Resident-LPR_2023_08_08_3AM_32_03.mkv?rlkey=87tmyuhysivs9k3xy2pfkjndr&dl=0)

[https://www.dropbox.com/scl/fi/u5m0bgoue0soy8f0y8zsi/WC-Entrance-Gates\\_2023\\_08\\_08\\_3AM\\_33\\_32.mkv?rlkey=ryr0h1jmehtnt0qfk1casiz4kt&dl=0](https://www.dropbox.com/scl/fi/u5m0bgoue0soy8f0y8zsi/WC-Entrance-Gates_2023_08_08_3AM_33_32.mkv?rlkey=ryr0h1jmehtnt0qfk1casiz4kt&dl=0)

**8/9/2023** At around 4:53 p.m., the driver of a white work van, later identified as **Leeor Berkowitz** from **Mahogany Bend**, ran into and damaged the left resident gate arm on Sheridan Street. See attached video. Resident was invoiced for the damage.

<https://www.dropbox.com/sh/dvjzfbz255womoi/AACd29EymPW5k3e0RgfjiBRia/Walnut%20Creek%20Sheridan%20St%20080923%201653%20Gate%20arm%20has%20been%20knocked%20down%20WC.mkv?dl=0>

**8/16/2023** Around 12:30 p.m., a **gray Toyota truck tag# 40BMNP** did not stop to be processed at the Taft Street guard house and when attempting to tailgate the vehicle in front of them, they hit and damaged the visitor's gate arm. See attached video. The driver was not identified. A police report was taken and pending for this incident. **PPPD Case# 23-053203**

[https://www.dropbox.com/sh/dvjzfbz255womoi/AAA4mN3TNYwUHIJXt\\_kx9OPZa/Walnut%20Creek%20081623%201232%20Visitors%20gate%20has%20been%20knocked%20down%20WC.mkv?dl=0](https://www.dropbox.com/sh/dvjzfbz255womoi/AAA4mN3TNYwUHIJXt_kx9OPZa/Walnut%20Creek%20081623%201232%20Visitors%20gate%20has%20been%20knocked%20down%20WC.mkv?dl=0)

At around 3:20 p.m., a **red Toyota Rav 4, tag# IJTF35** attempted to tailgate a vehicle into the community via the Taft Street visitor's gate, it struck and damaged the gate arm. The vehicle nor the driver were identified. The guard on duty was informed to call police. No police report or case number to provide at this time. See attached video.

[https://www.dropbox.com/sh/dvjzfbz255womoi/AAA64h8G\\_GvhuQB0vhabbYW1a/Walnut%20Creek%20081623%201520%20Visitors%20gate%20arm%20was%20hit%20WC.mp4?dl=0](https://www.dropbox.com/sh/dvjzfbz255womoi/AAA64h8G_GvhuQB0vhabbYW1a/Walnut%20Creek%20081623%201520%20Visitors%20gate%20arm%20was%20hit%20WC.mp4?dl=0)

At around 3:30 p.m., a **black Dodge Durango** driven by **Farhan Adam Mohammed** from **Maple Glen** entered the first resident gate on Taft Street. When the second gate open slightly the driver started moving forward and the gate arm dropped back down onto the hood of the vehicle. This was identified as a gate malfunction and caused damage to the vehicle. See attached video. A copy of the damage estimate is attached.

[T - Entrance Gates\\_2023\\_08\\_16\\_3PM\\_02\\_21.mp4 - Google Drive](#)



3193\_001.pdf

**8/19/2023** Around 2:30 a.m., a **black sedan** entered the Taft Street visitor's entrance using the space between the gate arm and the center island. Neither car nor driver were

identified. See attached video. A police report was taken and pending for this incident.  
**PPPD Case# 25-53808**

[https://www.dropbox.com/scl/fi/x4tgm32cf87a3jr4a3r0v/WC-Entrance-Gates\\_2023\\_08\\_19\\_2AM\\_35\\_11.mkv?rlkey=lrcx3qapls0ugdnd330fpl45&dl=0](https://www.dropbox.com/scl/fi/x4tgm32cf87a3jr4a3r0v/WC-Entrance-Gates_2023_08_19_2AM_35_11.mkv?rlkey=lrcx3qapls0ugdnd330fpl45&dl=0)

**8/28/2023** Around 8:04 p.m., a **white Mazada** sedan forced entry through the right Sheridan Street entrance lane. The gate arm was hit and damaged. Neither car nor driver were identified. A police report was taken and pending for this incident. See attached video. **PPPD Case# 23-036070**

[https://www.dropbox.com/scl/fi/hwb4c673z6rj455b95nfy/S-Entrance\\_2023\\_08\\_28\\_8PM\\_04\\_34-1.mkv?rlkey=9krzsq47fihirxlhekg9cto17&dl=0](https://www.dropbox.com/scl/fi/hwb4c673z6rj455b95nfy/S-Entrance_2023_08_28_8PM_04_34-1.mkv?rlkey=9krzsq47fihirxlhekg9cto17&dl=0)

Around 10:45 p.m., a **black Jeep, Tag# HNQR19** driven by a resident at **7622 NW 19<sup>th</sup> Street** in **Park South** hit and forced open the right entry gate on Sheridan Street. See attached video. An invoice was sent to the resident at that address.

[https://www.dropbox.com/scl/fi/syyxffy7z49mu9yau6dm/S-Entrance-Gates\\_2023\\_08\\_28\\_10PM\\_44\\_45.mkv?rlkey=gouwvbl4h2glcnycfnp2c41xl&dl=0](https://www.dropbox.com/scl/fi/syyxffy7z49mu9yau6dm/S-Entrance-Gates_2023_08_28_10PM_44_45.mkv?rlkey=gouwvbl4h2glcnycfnp2c41xl&dl=0)

**8/29/2023** On this date I received a letter and a vehicle damage estimate from resident **Jerry Kilpatrick** of **Willows Reach** who stated that their car was damaged by the Taft Street visitor's gate arm on July 21<sup>st</sup>. Unfortunately I was unable to pull video from that date to observe this incident. The letter and estimate are attached.



3211\_001.pdf

At around 2:15 p.m., a **black Chevy Suburban tag# LVSA43** driven by **Soji Awe** of **9115 W Commercial Blvd., Sunrise FL**, hit and damaged the Taft Street visitors gate arm while attempting to tailgate the vehicle in front of him. See attached video. A police report was taken. An invoice was sent to the drivers resident address.

[https://www.dropbox.com/sh/dvjzfbz255womoi/AAB3YUE\\_Ib8WdGdk9QY0PUzaa/Walnut%20Creek%20082923%201415%20Visitors%20Gate%20was%20hit%20WC.mkv?dl=0](https://www.dropbox.com/sh/dvjzfbz255womoi/AAB3YUE_Ib8WdGdk9QY0PUzaa/Walnut%20Creek%20082923%201415%20Visitors%20Gate%20was%20hit%20WC.mkv?dl=0)

**From:** Jerome Holston <[JHolston@campbellproperty.com](mailto:JHolston@campbellproperty.com)>  
**Sent:** Friday, September 8, 2023 10:50 AM  
**To:** Gloria Perez <[gperez@sdsinc.org](mailto:gperez@sdsinc.org)>  
**Subject:** JERRY KILPATRICK - TAFT STREET VISITOR GATE 7/21/23

On August 29, 2023 I received a letter and a vehicle damage estimate from resident **Jerry Kilpatrick** of **2180 NW 74<sup>th</sup> Ave., Willows Reach** who stated that their car was damaged by the Taft Street visitor's gate arm on July 21<sup>st</sup>. Unfortunately I was unable to pull video from that date to observe this incident. The letter and estimate are attached.

**Jerome Holston**  
**Violations Coordinator/Security Administrator**  
**Walnut Creek Community Association**  
**7500 NW 20<sup>th</sup> Street**  
**Pembroke Pines FL 33024**  
**Office: (954) 985-8529**  
**Fax: (954) 985-8554**  
**Email: [jholston@campbellproperty.com](mailto:jholston@campbellproperty.com)**  
**Website: [www.walnutcreekfl.com](http://www.walnutcreekfl.com)**

<image001.jpg>

Jerry Kilpatrick  
2180 NW 74<sup>th</sup> Ave  
Pembroke Pines, FL. 33024

August 29, 2023

Walnut Creek Community Ass.  
7500 NW 20<sup>th</sup> St.  
Pembroke Pines, FL 33024

Compliance Officer,

On July 21, 2023, at approximately 5:00 PM I drove my Ford Explorer to the front Gate of Walnut Creek and tried to enter the side for residents. The gate ARM would not open, this was not the first time that it had happened. Matter of fact, the gate ARM only opened for me about 50% of the time. Sometimes causing the residents traffic lane to back up. Sometimes the guard would open the residents gate from inside the security house and sometimes I had to get out of my car and wave to the traffic to back up so I could ask the security guard to open the gate Arm on the visitor's side because the ARM on the resident's side was simply malfunctioning. The security guard always opened the gate ARM on the visitor's side oftentimes complaining about the malfunction of the resident's gate ARM. This did not only happen to me but as the Walnut Creek office is aware has happened to numerous residents of Walnut Creek. What was confounding was the back gate on Sheraton and 76 Ave always opened, never did I have a default with either of those two entrances.

On this occasion I honked my horn several times trying to get the security guard's attention. I waved the car behind me to back up so that I could get around the little pole bearers and proceed through the visitor's gate. The security guard opened the gate ARM, but as I went to continue a car that was cleared to enter the community through the visitor's side sped through in front of me. Not realizing the gate ARM was going to come down on my car (because that had never happened before, normally the gate stayed up to allow the resident entrance) I was committed to go through the gate when I realized the gate arm was coming down on my car. It was too late to stop because it would have come down on my hood. My reaction was to speed up thinking I could possibly make it

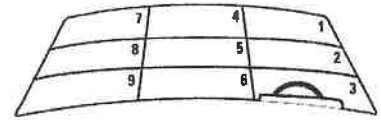
through the gate. However, I was wrong, and the gate ARM came down on my wind shield. I was told the security guard was new, as if that was excuse enough. My windshield cost me out of pocket \$1,074.90 but what was more disturbing was the glass that came into my car that could have resulted in serious eye or other injury. I expect restitution for the cost of my windshield ASAP from whom ever is responsible. I wish not to take my grievance any further unless I feel it's needed.

Enclosed are the receipts for my broken windshield. As you may notice I had to have Safelite Auto Glass out to my house on three different occasions because the wind was not sealed. That problem was remedied by buying apart from Pines Ford.

Sincerely,



Jerry Kilpatrick



## Location Information

Safelite ##MV51157 #MVR2599  
3205 SW 22ND ST  
PEMBROKE PARK, FL 33023  
305-628-7400

## Account Information

CONSUMER PARENT  
6376 - 085000 --

## Invoice

01840-511673

Technician 01840-197

Inv Date: 7/26/2023 CTU WO: 563847

Installation Completed: 7/26/2023 1:16 PM 559-01840-197-563847-T

JERRY KILPATRICK  
2080 NW 74TH AVE  
HOLLYWOOD, FL 33024

Primary: 954-410-5818

Policy #:

Alternate: 954-410-5818

Claim #:

PO#/Ref:

Ath/Ver:

Loss Loc:

Loss Date/Cause:

Year	Make	Model	Body Style	Mileage	License	State	Stock #
2017	FORD	EXPLORER	4 DOOR UTILITY	1111.00	DV6181H	FL	

Vehicle ID #: 1 F M 5 K 7 D 8 9 H G D 4 9 6 7 9

Service Location: Mobile

Qty	Part #	List	Selling	Labor	Kit	Material	Extension
1	DW02382 GTY		\$386.43	\$60.00	\$0.00	\$0.00	\$446.43
Replace with new - Solar, 3Rd Visor Band, soundproofing							
1	MLD2093 SK4		\$0.00	\$113.57	\$0.00	\$0.00	\$113.57
Replace with new - Inner & OuterS Sides & Clips							
1	RECYCLE FEE		\$0.00	\$39.99	\$0.00	\$0.00	\$39.99
Replace with new - RECYCLE FEE							
1	SBB22		\$32.49	\$0.00	\$0.00	\$0.00	\$32.49
Replace with new - SAFELITE BEAM BLADE 22							
1	SBB26		\$32.49	\$0.00	\$0.00	\$0.00	\$32.49
Replace with new - SAFELITE BEAM BLADE 26							
1	MOBILE FEE		\$0.00	\$49.99	\$0.00	\$0.00	\$49.99
Replace with new - MOBILE FEE							

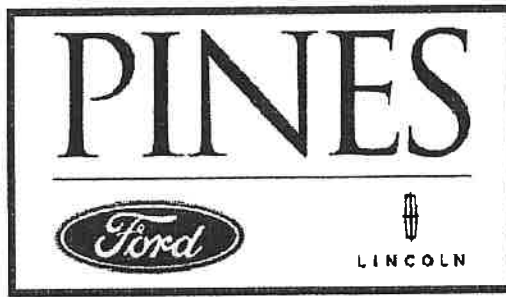
## Comment:

## Tender Information

Type	Card Type	Account	Auth Code	Amount
Credit	VS	XXXX-XXXX-XXXX-7482	027015	\$765.00

## Initial here if replaced parts should be saved for inspection or returned:

Part Sub Total:	\$451.41
Flat Labor Sub Total:	\$263.55
Sub Total:	\$714.96
Sales Tax:	\$50.04
<b>Total</b>	<b>\$765.00</b>
<b>Total Balance Due</b>	<b>\$0.00</b>



8655 PINES BLVD.  
PEMBROKE PINES, FLORIDA 33024  
(954) 443-7140  
www.pinesford.com

**RETURN/REFUND POLICY:** ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 20% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

**DISCLAIMER OF WARRANTY:** ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS. ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

DATE ENTERED 07 AUG 23	YOUR ORDER NO.	DATE SHIPPED 07 AUG 23	INVOICE DATE	INVOICE NUMBER 340201	10:03
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ACCOUNT NO. P98

JERRY

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PAGE 1 OF 1

SHIP VIA PAYS TAX		SLSM. 9336	B/L NO. FELIX ACOSTA	TERMS CASH	F.O.B. POINT PEMBROKE PINES,		
QTY	SHIP	B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	BB5Z*78022A68*AA	610 GRILLE	289.62	289.62	289.62
				AUG 07 10:03			
				DB7482			
***THANK YOU FOR YOUR PATRONAGE***							
***HAVE A GREAT DAY***							
CUSTOMER'S SIGNATURE X					PARTS		289.62
					SUBLET		
					FREIGHT		0.00
					SALES TAX		20.28
					TOTAL		\$309.90

**From:** Jerome Holston <[JHolston@campbellproperty.com](mailto:JHolston@campbellproperty.com)>

**Sent:** Friday, September 8, 2023 10:46 AM

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

**Subject:** FARHAN ADAM MOHAMMED - TAFT STREET RESIDENT ENTRY 8/16/2023

At around 3:30 p.m. on the above mentioned date, a **black Dodge Durango** driven by **Farhan Adam Mohammed** from **2186 NW 75<sup>th</sup> Way, Maple Glen** entered the first resident gate on Taft Street. When the second gate open slightly the driver started moving forward and the gate arm dropped back down onto the hood of the vehicle. This was identified as a gate malfunction and caused damage to the vehicle. See attached video as well as a copy of the damage estimate.

[T - Entrance Gates 2023 08 16 3PM 02 21.mp4 - Google Drive](#)

**Jerome Holston**  
**Violations Coordinator/Security Administrator**  
**Walnut Creek Community Association**  
**7500 NW 20<sup>th</sup> Street**  
**Pembroke Pines FL 33024**  
**Office: (954) 985-8529**  
**Fax: (954) 985-8554**  
**Email: [jholston@campbellproperty.com](mailto:jholston@campbellproperty.com)**  
**Website: [www.walnutcreekfl.com](http://www.walnutcreekfl.com)**

<image001.jpg>





# Proteck Collision & Frame

4701 Orange Dr.  
Davie, FL 33314  
Business Phone: (954) 587-7685  
proteckcollision@gmail.com

# Estimate

Est # 1902  
ID # 13630937

## Vehicle Info

2015 Dodge -Durango R/T  
1C4SDHCT6FC849946  
Body Type: 4 Door Utility  
Engine: 5.7L 8 Cyl Gas Injected  
Drive Type: RWD

## Owner

EVO 1V AUTO INC  
(954) 558-1491  
4701 SW 45TH ST  
DAVIE, FL 33314

## Insurance Company

Inspection Date: 08/29/2023  
Repair Days: 3

	Oper	Description	Part Number	Price	Labor
OTHER					
1	Refinish	REFINISH HOOD			2 hrs. Body 3.5 hrs. Paint panel 1.4 hrs. Refinish
		1.4 hrs. Clearcoat			
2	Repair	REPAIR ROOF RAIL			2 hrs. Body 2 hrs. Paint panel 0.8 hrs. Refinish
		0.8 hrs. Clearcoat			

## Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	4.0	\$55.00	\$220.00	✓
Paint Labor	7.7	\$65.00	\$500.50	✓
Paint Supplies	7.7	\$30.00	\$231.00	✓
Taxable Amount			\$951.50	
Tax	7%		\$66.61	
Grand Total			\$1,018.11	

For Furhan Adam Mohammed  
gate damage

2186 Nw 15th Way Pembroke  
Pines FL 33024

Cell: 954-993-4902

**From:** [Jerome Holston](#)  
**To:** [Gloria Perez](#)  
**Subject:** CATHERINE BRZOTOWICKI - SHERIDAN RIGHT ENTRY GATE 8/28/2023  
**Date:** Friday, September 8, 2023 10:45:59 AM

---

On the above mentioned date at around 10:45 p.m., a **black Jeep, Tag# HNQR19** driven by a resident at **7622 NW 19<sup>th</sup> Street, Park South** hit and forced open the right entry gate on Sheridan Street. See attached video. An invoice was sent to the resident at that address but resident is now disputing.

[https://www.dropbox.com/scl/fi/syyxffyz7z49mu9yau6dm/S-Entrance-Gates\\_2023\\_08\\_28\\_10PM\\_44\\_45.mkv?rlkey=gouwavl4h2glcnycfnp2c41xl&dl=0](https://www.dropbox.com/scl/fi/syyxffyz7z49mu9yau6dm/S-Entrance-Gates_2023_08_28_10PM_44_45.mkv?rlkey=gouwavl4h2glcnycfnp2c41xl&dl=0)

**Jerome Holston**  
**Violations Coordinator/Security Administrator**  
**Walnut Creek Community Association**  
**7500 NW 20<sup>th</sup> Street**  
**Pembroke Pines FL 33024**  
**Office: (954) 985-8529**  
**Fax: (954) 985-8554**  
**Email: [jholston@campbellproperty.com](mailto:jholston@campbellproperty.com)**  
**Website: [www.walnutcreekfl.com](http://www.walnutcreekfl.com)**



September 6, 2023

To whom it may concern,

I am writing to dispute the charge pertaining to the residents' entrance on Sheridan Street. "Damages" to the Sheridan Street gate in the right lane should be proved by both a repair invoice and footage of the actual occurrence. We have lived in this neighborhood for more than 3 years and have encountered many issues with the gates. I have personally visited the clubhouse numerous times due to daily problems entering the neighborhood; these problems have not been resolved. I have a disabled son and getting home to him after work is a big priority. The gate's issues put unnecessary stress on both him and me. The night in question, my husband says the iron gate was not opening. He tried to call the front with no answer. I would like to request that you re-evaluate the situation, especially given the continuing inconsistencies with the operation of the residents' gates.

Thank you,

Catherine Brzostowicki

7622 NW 19<sup>th</sup> Street, Pembroke Pines, FL 33024

(954) 895-1719

Account# 2023011

**From:** [Jerome Holston](#)  
**To:** [Gloria Perez](#)  
**Subject:** LEEOR BERKOWITZ - SHERIDAN ENTRY 8/9/2023  
**Date:** Friday, September 8, 2023 10:45:45 AM

---

On the above mentioned date at around 4:53 p.m. a white work van driven by resident **Leeor Berkowitz** from **7322 NW 18<sup>th</sup> Ct. Mahogany Bend**, ran into and damaged the left resident gate arm on Sheridan Street. See attached video. Resident was invoiced for the damage but is now disputing.

<https://www.dropbox.com/sh/dvjzfbz255womoi/AACd29EymPW5k3e0RgfjiBRia/Walnut%20Creek%20Sheridan%20St%20080923%201653%20Gate%20arm%20has%20been%20knocked%20down%20WC.mkv?dl=0>

**Jerome Holston**  
**Violations Coordinator/Security Administrator**  
**Walnut Creek Community Association**  
**7500 NW 20<sup>th</sup> Street**  
**Pembroke Pines FL 33024**  
**Office: (954) 985-8529**  
**Fax: (954) 985-8554**  
**Email: [jholston@campbellproperty.com](mailto:jholston@campbellproperty.com)**  
**Website: [www.walnutcreekfl.com](http://www.walnutcreekfl.com)**

