



**WALNUT CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**BROWARD COUNTY  
REGULAR BOARD MEETING  
OCTOBER 15, 2024  
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**  
**October 15, 2024**  
**6:00 p.m.**

<b>A. Call to Order</b>	
<b>B. Proof of Publication</b> .....	Page 1
<b>C. Establish Quorum</b>	
<b>D. Additions or Deletions to Agenda</b>	
<b>E. Comments from the Public for Items Not on the Agenda</b>	
<b>F. Approval of Minutes</b>	
1. August 20, 2024 Regular Board Meeting Minutes.....	Page 4
<b>G. Administrative Matter</b>	
1. Financial Update.....	Page 12
2. Accept and Receive 2024 Engineers Report.....	Page 25
3. Consider Approval of Audit Renewal.....	Page 51
4. Update on the Broward County Supervisor of Elections Qualified Candidates	
<b>H. New/Additional Business</b>	
1. Iguana Control Reports.....	Page 52
2. Consider Approval of Resolution No. 2024-07 – Adopting a 2023-2024 Revised Final Budget.....	Page 54
3. Update on Taft Street Visitor Gate Trap System Plans for Bid Process	
4. Update on the Earth Advisors Landscaping and Irrigation Consulting Services	
5. Update on the HOA Request for the Installation of the Benches on District Owned Land near Lakes	
a. Consider Approval of CAS Engineering Proposal for Bench Installation Project near Lakes.....	Page 59
6. Discussion Regarding Erosion & Sediment Control Plan for Canal	
a. Consider Approval of Landshore Enterprises Updated Proposal Part I.....	Page 60
b. Consider Approval of Landshore Enterprises Updated Proposal Part II (If Applicable).....	Page 68
7. Consider Approval of the Crystal Pools Proposal for Repairs to Cracks of the Rocks of the Waterfall Features.....	Page 76
8. Consider Approval of Proposal for Sand Replacement of the Waterfall Feature(s).....	Page 77
9. Ratify and Approve the New Fumigation Agreement with KJC Fumigation LLC.....	Page 79
10. Ratify and Approve Randy’s Holiday Lighting Assignment & Consent Agreement as well as Actions Taken on Behalf of the District.....	Page 93
11. Ratify and Approve Shekinah Est. 6746 for Fence Fabric Replacement.....	Page 116
12. Ratify and Approve Tirone Proposal for Taft & Sheridan Street Light Maintenance & Bulbs.....	Page 118
<b>I. Security Systems/Services</b>	
1. Region’s Security Report.....	Page 119
a. Update on the Click2Enter Access Systems Upgrade	
b. Update on the Sheridan Street Pedestrian Gate Keypad System Project	
c. Discussion Regarding the Towing Companies Entering Unauthorized Via Sheridan Entrance/Exit	

2. Security Administrator Updates and Reports:

- a) Gate Maintenance/Service Report (*provided via handout*)
- b) Invoice Report (*provided via handout*)
- c) Incident Report (*provided via handout*)

**J. Old Business**

- 1. Update on the Pressure Cleaning Project
- 2. Update on the Taft St. Pavilion Repairs and Painting Small Project

**K. Additional Staff Updates/Requests**

- 1. Attorney
- 2. District Manager

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

**M. Adjourn**

**Sold To:**

Walnut Creek Community Development District - CU80173075  
2501 Burns Rd, Ste A  
Palm Beach Gardens,FL 33410-5207

**Bill To:**

Walnut Creek Community Development District - CU80173075  
2501 Burns Rd, Ste A  
Palm Beach Gardens,FL 33410-5207

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**

**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper’s website, if authorized on Sep 30, 2024  
SSC\_Notice of Public Meeting  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

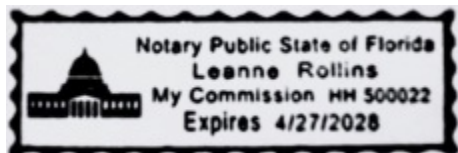


Signature of Affiant

Sworn to and subscribed before me this: October 01, 2024.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail  
**Affidavit Email Address:** LArcher@sdsinc.org  
7701258

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 REGULAR  
MEETING SCHEDULE**

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

October 15, 2024  
January 21, 2025  
March 18, 2025  
April 15, 2025  
May 20, 2025  
June 17, 2025  
August 19, 2025

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 ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

WALNUT CREEK community development district

[www.walnutcreekcdd.org](http://www.walnutcreekcdd.org)  
09/30/2024 7701258



**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
AUGUST 20, 2024**

**A. CALL TO ORDER**

District Manager, Gloria Perez, called the August 20, 2024, Regular Board Meeting of the Walnut Creek Community Development District (the “District”) to order at 6:02 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 October 6, 2023, as part of the District’s Fiscal Year 2023/2024 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 Allan Beckmann, Zalman Kagan and Igor Fateyev (who arrived at 6:03 p.m.).

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 Engineer Stephen C. Smith.

Others present included: Carlos Rivero, Brian Ruiz and Luis Perez from Regions Security; Yohandy Gonzalez, Property Manager with Castle Group for the Association Management; and several members of the public.

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

Mrs. Perez added an item to Security under I.5 - Discussion Regarding Amazon Request to Install an Access Device and at the request of CAS today, a Discussion and Presentation was added regarding the Outfall Repairs under H.4., modifying this item to reflect the following:

**H. Lakes and Canals**

- a. Discussion Regarding Canal Erosion and Allstate Management’s Proposed Solution
- b. CAS Outfall Repairs Presentation

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

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

**F. APPROVAL OF MINUTES**

**1. May 21, 2024, Regular Board Meeting**

The minutes from the May 21, 2024, Regular Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and unanimously passed approving the minutes of the May 21, 2024, Regular Board Meeting, as presented.

**G. ADMINISTRATIVE MATTERS**

**1. Financial Update**

Financial Reports were presented in the meeting book and reviewed, which consisted of: 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, 2024, reflecting: \$2,169,222.29.

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

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

**2. Broward County Supervisor of Elections' Qualified Candidate Results**

Mrs. Perez advised, pursuant to the Broward County Supervisor of Elections' website, the following was shown:

Incumbent Zalman Kagan holding Seat #4, appears as Active-Unopposed for the term starting in 2024.

Incumbent Elina Levenson did not qualify for Seat #5.

Seat #5 has two Candidates that appear as Active-Qualified on the website:

Dr. Sorin Cruceru, whom it has been determined does not reside within the District boundaries and Mr. Benjamin Kroker does appear to reside within the District.

Both candidates will appear on the ballot for the 2024 Elections unless Dr. Sorin Cruceru submits a request to withdraw from the ballot. The Supervisor of Elections has already provided Dr. Sorin Cruceru with information as to the resignation process via e-mail.

**H. NEW/ADDITIONAL BUSINESS**

**1. Consider Resolution No. 2024-06 – Adopting Goals and Objectives**

Mrs. Perez presented Resolution No. 2024-06, entitled:

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**



A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and passed unanimously adopting Resolution No. 2024-06, as presented.

## **2. Iguana Control Reports**

Iguana Control Reports were presented in the meeting book and were reviewed by the Board.

Iguanas were removed from the following locations:

109	from the lakes and canals
<u>48</u>	from the Taft Street water features
157	<i>Total</i>

## **3. Consider CAS Engineering Proposal for Bench Installation Project near Lakes**

The CAS proposal for the engineering design of three (3) lake front benches for an amount not to exceed \$3,793 was presented and the Board TABLED this item and directed District management to gather more information from the Association and to confirm that the Association will pay for and maintain the benches.

## **4. Lakes and Canals**

### **a. Discussion Regarding Canal Erosion and Allstate Management's Proposal Solution**

A handout was provided on behalf of Allstate Resource Management for canal erosion and Allstate proposed a solution using the Shore Sox method that was reviewed by the District Engineer in advance of the meeting.

Mr. Smith stated that the solution presented by Allstate may last 5 to 10 years and is not recommended for the canal repairs. He elaborated that the canal needs to be restored with a longer-term solution with an appropriate application method as previously recommended by his firm and by Landshore Enterprises. Mr. Smith noted that the Board had been looking at alternative methods for the last four years or so and needed to address this issue and that he would not be held responsible or liable for any issues that may arise, as the Board has not taken any action on recommendations that have been made, should the system fail.

The Board asked that District management gather additional information for alternative methods and/or applications to address the ongoing canal issue prior to going out for bid.

Mrs. Perez noted that at a previous meeting the Board was presented with a proposal from Landshore to update the survey and the bid plans for bidding purposes. The Board asked Mr. Smith questions and clarification was provided that the Board can go out for bid and ask for pricing as well as alternate method suggestions via the bid process. It was also clarified that if the Board goes out for bid and is not satisfied with the proposals, they can all be denied.

### **b. CAS Outfall Repair Presentation**

*This agenda item was added at the request of CAS for the presentation of the outfall repairs and maintenance being recommended by the CAS. Information was provided by Mr. Smith in the form of handouts and the same was e-mailed to District management earlier today.*

Mr. Smith noted that the intent for circulating this information is for budgeting purposes. Mr. Smith addressed several Board questions, such as breaking down the Project into Phases over several years versus all at once and Mr. Smith recommended doing the project all at once to reduce the mobilization cost.

The Board asked that Mr. Smith provide District management with a blanked out cost sheet so District management can go out for pricing.

Mr. Beckmann mentioned an area referred to as #16 had already been addressed by CAS and is reflected on the plan and Mr. Smith stated that he would look into it and further review the plans.

#### **5. Discussion Regarding Seeding of Canal Bank and Shoreline**

Mrs. Perez advised the Board that this item could not be considered until the Association has the irrigation system fully operational.

#### **6. Discussion Regarding Community Landscaping Conditions and Notice to Association**

A discussion ensued regarding the decline of landscaping throughout the community and Mrs. Perez noted that the District had placed the Association in charge of the landscape maintenance on notice for the same. Mr. Gonzalez noted that the Association had recently approved a new landscape service provider who is due to begin in early September and that in the meantime an alternate company was providing services.

A proposal was provided via a handout from Earth Advisors to conduct an audit of the landscaping and irrigation that was reviewed by the Board. A discussion ensued followed by:

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan approving the Earth Advisors' proposal for the CDD owned landscaping and irrigation audit and consulting services as specified while simultaneously directing District Counsel to prepare an agreement and for District management to execute same on behalf of the District. The **MOTION** carried 4 to 1 with Supervisor Ross dissenting.

#### **7. Discussion Regarding HOA Reserve Study Including the CDD**

Mrs. Perez advised the Board that Mr. Pierral had mentioned that the Association had conducted a reserve study and that he was going to share the same with the District as District owned infrastructure was included in the study at no additional cost. Mr. Gonzalez stated that he would forward the same for Mrs. Perez's attention.

#### **8. Consider Acceptance of Taft Street Visitor Gate Trap System Plans for Bid Process**

Prior to going out for bid, District management was asked to have stop bar markings be included at both the Resident and Visitor entrances; said additional items are to be designed by Caltran Engineering and added to the bid plans by Arking Solutions to avoid having vehicles from getting too close to the gates thereby causing the trap system to malfunction.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann accepting the Taft Street Visitor Gate Trap System Plans for the bid process, with requested additional markings to be added. Upon being put to a vote, the **MOTION** carried 4 to 1 with Supervisor Levenson dissenting.

**9. Consider Regions Proposed Modified Signage for Taft Street Resident Entrance**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and unanimously passed approving the Regions proposed modified signage for the Taft Street Resident Entrance in an amount not to exceed \$250 with an approximate size of 24 x 18, as presented.

**10. Consider Repairs & Pressure Cleaning of District Infrastructure at Taft and Sheridan Street Entrances/Exits:**

**a. Repairs, Pressure Cleaning and Paint Options for Taft Street Pavilion**

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev and unanimously passed approving the Elite Property Services' proposal in the amount of \$4,200 for the repairs, pressure cleaning and paint options for the Taft Street Pavilion and simultaneously directing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

**b. Pressure Cleaning**

A **MOTION** was made by Supervisor Beckmann, seconded by Supervisor Fateyev and passed unanimously approving the Pressure Cleaning Man proposal in the amount of \$4,635 and simultaneously directing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

**11. Consider Allstate Budget Letter**

The Board was reminded that the last increase was a 5% increase in 2021 and became effective on November 1, 2022. During the FY 22/23 the District spent \$36,841 and the District is currently budgeted to spend \$48,000 for FY 24/25, therefore the requested 3% increase will be covered by the budget.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously approving the 3% Allstate increase, as presented.

**12. Consider Ratification and Approval of Regions Est. 2024-1534 Lift Master Control Boards**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and passed unanimously ratifying and approving the Regions Est. 2024-1534 Lift Master Control Boards in the amount of \$3,375, as presented.

**13. Consider Ratification and Approval of Crystal Pool Services' Est. 177912 & 179025 East & West – Parts, Filters & Repairs**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and passed unanimously ratifying and approving the Crystal Pool Services Est. 177912 in the amount of \$1,200 & Est. 179025 in the amount of \$1,911.81 for east and west parts, filters and repairs, as presented.

**14. Consider Ratification and Approval of Tirone Electric Est. 6D23-135**

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Beckmann and passed unanimously ratifying and approving the Tirone Electric Est. 6D23-135 in the amount of \$650, as presented.

**15. Consider Ratification and Approval of Regions Quote 241874-1 Camera Replacement**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and passed unanimously ratifying and approving the Regions' Quote 241874-1 Camera Replacement in the amount of \$598, as presented.

**16. Consider Ratification and Approval of Regions Est. 2024-1564 – Dualbeam Barcode Reader**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and passed unanimously ratifying and approving the Regions Est. 2024-1564 Dualbeam Barcode Reader in the amount of \$2,760, as presented.

**17. Consider Ratification and Approval of Regions Est. 2024-1521 & 2024-1522 Taft & Sheridan Street Output Models**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and passed unanimously ratifying and approving the Regions Est. 2024-1521 in the amount of \$735 & Est. 2024-1522 in the amount of \$735 for Taft and Sheridan Output Models, as presented.

**18. Consider Ratification and Approval of Regions Est. 2024-1598 Magnetic Lock Repair**

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously ratifying and approving the Regions Est. 2024-1598 Magnetic Lack Repair in the amount of \$580, as presented.

**19. Consider Ratification and Approval of Regions Est. 2024-1589 Gate Arms**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and passed unanimously ratifying and approving the Regions Est. 2024-1589 Gate Arms in the amount of \$1,568, as presented.

Supervisor Ross excused herself from the meeting room at approximately 7:54 p.m.

**I. SECURITY SYSTEMS/SERVICES**

**1. Regions' Security Report**

The Regions Security Report was presented in the meeting materials and Mr. Ruiz went over the same.

**2. Security Project Updates**

**a. Update on Click2Enter Access Systems Upgrade**

Mr. Rivero advised the Board that the Click2Enter Access Systems Upgrade project was currently in the permitting process.

**b. Update on Sheridan Street Pedestrian Gate Keypad System Project**

Mr. Rivero advised that the Sheridan Street Pedestrian Gate Keypad System Project hardware portion of the project had been completed and that S.O.S. was working on the upgrades and should be completed in a few weeks.

**3. Security Administrator Updates and Reports**

**a. Gate Maintenance/Service Report**

The report was provided in the meeting materials and was reviewed.

**b. Invoice Report**

The Invoice Report was reviewed and discussed. Mr. Rivero recommended a holding a Workshop. A discussion ensued and the Board stated that determination of unclear issues would be at the discretion of Mrs. Perez moving forward.

**c. Incident Report**

This information was provided under separate cover and was reviewed.

**4. Individual Incident Report(s) Requiring Board Action or Direction**

**a. Resident Luis Arias Incident of June 14, 2024, Request for Reimbursement**

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously approving reimbursement in the amount of \$870 to Luis Arias regarding the incident of June 14, 2024.

**5. Discussion Regarding Amazon Request to Install an Access Device**

There was a consensus of the Board to deny this request. No further action will be taken regarding this matter.

**J. OLD BUSINESS**

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

**K. ADDITIONAL STAFF UPDATES/REQUESTS**

**1. Attorney**

**a. Memorandum Regarding Broward County Compliance with Universal Gate Access System**

It was noted that this project was already underway.

**b. District Counsel Update on the 2024 Florida Legislative Session**

Mr. George provided an overview of the update.

**c. District Counsel Supplement to the Legislative Session**

Mr. George went over the Supplement to the Legislative Session information and touched upon the newly required Goals and Objectives Resolution which was approved previously during today's meeting.

**2. District Manager**

The District Manager had nothing further.

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

There were no further Board Member or public comments.

**M. ADJOURNMENT**

There being no further business to come before the Board a **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously adjourning the meeting at 8:44 p.m.

**ATTESTED BY:**

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

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

Walnut Creek  
Community Development District

**Financial Report For  
September 2024**

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
OPERATING FUND  
SEPTEMBER 2024**

	Annual Budget 10/1/23 - 9/30/24	Actual Sep-24	Year To Date Actual 10/1/23 - 9/30/24
<b>REVENUES</b>			
ADMINISTRATIVE ASSESSMENTS	182,571	0	186,500
MAINTENANCE ASSESSMENTS	1,405,957	0	1,405,958
DEBT ASSESSMENTS (2010)	129,869	0	129,870
OTHER REVENUE	0	0	20,760
INTEREST INCOME	1,500	0	99,036
<b>TOTAL REVENUES</b>	<b>\$ 1,719,897</b>	<b>\$ -</b>	<b>\$ 1,842,124</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	10,000	0	5,800
PAYROLL TAXES (EMPLOYER)	800	0	444
ENGINEERING	40,000	0	17,227
LEGAL FEES	23,000	0	17,765
AUDIT FEES	4,100	0	4,100
MANAGEMENT	49,092	4,091	49,092
POSTAGE	1,450	115	1,115
OFFICE SUPPLIES/PRINTING	5,500	270	1,532
INSURANCE	17,500	0	21,056
LEGAL ADVERTISING	1,100	0	892
MISCELLANEOUS	8,750	242	4,639
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	7,500	7,500
TRUSTEE FEES	1,800	0	1,420
CONTINUING DISCLOSURE FEE	350	350	350
WEBSITE MANAGEMENT	2,000	167	2,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 173,117</b>	<b>\$ 12,735</b>	<b>\$ 135,107</b>
<b>MAINTENANCE EXPENDITURES</b>			
FIELD MANAGEMENT	5,000	0	5,000
OPERATIONS MANAGEMENT	12,000	1,000	12,000
SECURITY SERVICES	370,000	0	256,358
HOA SECURITY SERVICES ADMIN	35,100	1,100	3,300
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SYSTEMS	35,000	2,574	30,648
SECURITY CAMERAS & MAINTENANCE	12,000	0	0
SECURITY ONLINE SOLUTIONS	12,000	0	0
TELEPHONE	12,500	1,457	11,799
ELECTRIC	85,000	8,265	97,272
WATER & SEWAGE	16,000	436	11,826
GUARD HOUSE - VISITOR PASSES	0	0	0
GATE SYSTEM MAINTENANCE	50,000	825	68,825
GUARD HOUSE INT/EXT MAINTENANCE	30,000	11,840	25,927
LAKE & PRESERVE MAINTENANCE	48,000	4,425	36,985
SIGNAGE	2,000	0	92
STREETLIGHT MAINTENANCE	5,000	0	0
WATERFALL MAINTENANCE	80,000	4,650	70,228
HOLIDAY LIGHTING	11,000	0	9,990
IGUANA REMOVAL SERVICES	27,000	2,242	26,900



**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
OPERATING FUND  
SEPTEMBER 2024**

	Annual Budget 10/1/23 - 9/30/24	Actual Sep-24	Year To Date Actual 10/1/23 - 9/30/24
MISCELLANEOUS MAINTENANCE	10,000	166	27,837
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	100,000	0	0
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES	14,000	0	0
HEADWALL STABILIZATION PROJECT	50,000	0	0
LAKE SLOPE SOIL MAINTENANCE	10,000	0	0
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	240,000	0	0
OPERATING RESERVE/CONTINGENCY	24,000	0	0
TAFT STREET STRUCTURE MAINTENANCE	0	0	0
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	120,000	0	70,648
MONUMENT MAINTENANCE	6,000	0	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 1,421,600</b>	<b>\$ 38,980</b>	<b>\$ 765,635</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,594,717</b>	<b>\$ 51,715</b>	<b>\$ 900,742</b>
<b>EXCESS OR (SHORTFALL)</b>	<b>\$ 125,180</b>	<b>\$ (51,715)</b>	<b>\$ 941,382</b>
PAYMENT TO TRUSTEE (2010)	(122,077)	0	(122,582)
<b>BALANCE</b>	<b>\$ 3,103</b>	<b>\$ (51,715)</b>	<b>\$ 818,800</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(34,368)	0	(33,127)
DISCOUNTS FOR EARLY PAYMENTS	(68,735)	0	(63,319)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (100,000)</b>	<b>\$ (51,715)</b>	<b>\$ 722,354</b>
CARRYOVER FROM PRIOR YEAR	100,000	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (51,715)</b>	<b>\$ 722,354</b>

**Notes**

Reserves Set-Up For Un-Used Budgeted Fiscal Year 20/21, 21/22, 22/23 & 23/24 Maintenance Projects.

Improvement/Emergency Funds May Be Needed To Fund A Portion Of The Projects.

Reserve Balances Total \$1,225,000 (\$825,000 as of 9-30-23 -plus 9/30/24 additions -\$400,000).

Reserve Additions: S-8 Canal: \$240,000 - Stormwater/Pipe: \$100,000 - Headwall: \$50,000 - Lake Slop - \$10,000 - Total: \$400,000.

Bank Balance As Of 9/30/24	\$ 1,829,205.38
Accounts Payable As Of 9/30/24	\$ 90,555.52
Accounts Receivable As Of 9/30/24	\$ 11,720.00
Reserve For Headwall Stabilization As Of 9/30/24	\$ 150,000.00
Reserve For Lake Slope Soil Maintenance As Of 9/30/24	\$ 40,000.00
Reserve For Stormwater Maint/Pipe Replacement As Of 9/30/24	\$ 255,000.00
Reserve For S-8 Canal Reconstruction As Of 9/30/24	\$ 780,000.00
Operating Account Available Funds As Of 9/30/24	\$ 525,369.86
Improvements/Emergency Funds As Of 9/30/24	\$ 1,097,700.02
<b>Total Available Funds As Of 9/30/24</b>	<b>\$ 1,623,069.88</b>

**Walnut Creek Community Development District**  
**Budget vs. Actual**  
**October 2023 through September 2024**

	<u>Oct 23 - Sept 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
01-3100 · Administrative Assessment	186,500.15	182,571.00	3,929.15	102.15%
01-3200 · Maintenance Assessment	1,405,958.20	1,405,957.00	1.20	100.0%
01-3811 · Debt Assessments (Series 2010)	129,870.20	129,869.00	1.20	100.0%
01-3821 · Debt Assess-Paid To Trustee-10	-122,581.70	-122,077.00	-504.70	100.41%
01-3830 · Assessment Fees	-33,127.12	-34,368.00	1,240.88	96.39%
01-3831 · Assessment Discounts	-63,318.87	-68,735.00	5,416.13	92.12%
01-9400 · Miscellaneous Revenue	20,760.00	0.00	20,760.00	100.0%
01-9410 · Interest Income	99,035.96	1,500.00	97,535.96	6,602.4%
01-9411 · Carryover From Prior Year	0.00	100,000.00	-100,000.00	0.0%
<b>Total Income</b>	<b>1,623,096.82</b>	<b>1,594,717.00</b>	<b>28,379.82</b>	<b>101.78%</b>
<b>Expense</b>				
01-1307 · Payroll tax expense	443.70	800.00	-356.30	55.46%
01-1308 · Supervisor Fees	5,800.00	10,000.00	-4,200.00	58.0%
01-1310 · Engineering	17,227.00	40,000.00	-22,773.00	43.07%
01-1311 · Management Fees	49,092.00	49,092.00	0.00	100.0%
01-1315 · Legal Fees	17,765.00	23,000.00	-5,235.00	77.24%
01-1318 · Assessment/Tax Roll	7,500.00	7,500.00	0.00	100.0%
01-1320 · Audit Fees	4,100.00	4,100.00	0.00	100.0%
01-1450 · Insurance	21,056.00	17,500.00	3,556.00	120.32%
01-1480 · Legal Advertisements	892.34	1,100.00	-207.66	81.12%
01-1512 · Miscellaneous	4,639.02	8,750.00	-4,110.98	53.02%
01-1513 · Postage and Delivery	1,115.40	1,450.00	-334.60	76.92%
01-1514 · Office Supplies	1,531.95	5,500.00	-3,968.05	27.85%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	1,420.00	1,800.00	-380.00	78.89%
01-1551 · Continuing Disclosure Fee	350.00	350.00	0.00	100.0%
01-1570 · Website Management	1,999.92	2,000.00	-0.08	100.0%
01-1601 · Security Services	256,357.88	370,000.00	-113,642.12	69.29%
01-1604 · Guardhouse Int/Ext Maintenance	25,927.13	30,000.00	-4,072.87	86.42%
01-1605 · Gate System Maintenance	68,824.56	50,000.00	18,824.56	137.65%
01-1609 · Security Cameras & Maintenance	0.00	12,000.00	-12,000.00	0.0%
01-1610 · Security Online Solutions	0.00	12,000.00	-12,000.00	0.0%
01-1803 · Lake & Preserve Maintenance	36,985.00	48,000.00	-11,015.00	77.05%
01-1805 · Stormwater Mgt/Pipe Replacement	70,648.00	100,000.00	-29,352.00	70.65%
01-1812 · Signs	92.46	2,000.00	-1,907.54	4.62%
01-1814 · Electricity	97,271.87	85,000.00	12,271.87	114.44%
01-1815 · Miscellaneous Maintenance	27,837.56	10,000.00	17,837.56	278.38%
01-1816 · Telephone	11,798.84	12,500.00	-701.16	94.39%
01-1817 · Water & sewer	11,826.39	16,000.00	-4,173.61	73.92%
01-1818 · Field Management	5,000.00	5,000.00	0.00	100.0%
01-1821 · Waterfall Maintenance	70,228.12	80,000.00	-9,771.88	87.79%
01-1824 · Streetlight Maintenance	0.00	5,000.00	-5,000.00	0.0%
01-1826 · Holiday Lighting	9,990.00	11,000.00	-1,010.00	90.82%
01-1829 · Monument Maintenance	0.00	6,000.00	-6,000.00	0.0%

**Walnut Creek Community Development District**  
**Budget vs. Actual**  
**October 2023 through September 2024**

	<b>Oct 23 - Sept 24</b>	<b>23/24 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1835 · Pressure Clean & Paint Ext Strc	0.00	14,000.00	-14,000.00	0.0%
01-1839 · Iguana Removal Services	26,900.04	27,000.00	-99.96	99.63%
01-1840 · Headwall Stabilization Project	0.00	50,000.00	-50,000.00	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	240,000.00	-240,000.00	0.0%
01-1844 · HOA Security Services Admin	3,300.00	35,100.00	-31,800.00	9.4%
01-1845 · Security Video Surveillance	30,648.00	35,000.00	-4,352.00	87.57%
01-1846 · Drainage, Pipe Cleaning & CCTV	0.00	120,000.00	-120,000.00	0.0%
01-1899 · Operating Maint Resrve/Contngcy	0.00	24,000.00	-24,000.00	0.0%
01-2311 · Operations Management	12,000.00	12,000.00	0.00	100.0%
<b>Total Expense</b>	<b>900,743.18</b>	<b>1,594,717.00</b>	<b>-693,973.82</b>	<b>56.48%</b>
<b>Net Income</b>	<b>722,353.64</b>	<b>0.00</b>	<b>722,353.64</b>	<b>100.0%</b>

**Walnut Creek Community Development District**  
**Check Register**  
**August 2024 - September 2024**

Reference #	Date	Vendor	Amount
8-1	8/1/2024	FPL	6,003.69
8-2	8/2/2024	Special District Services	5,586.30
8-3	8/12/2024	City of Pembroke Pine (536647-248299)	271.27
8-4	8/12/2024	City of Pembroke Pines (536645-248297)	457.90
8-5	8/12/2024	City of Pembroke Pines (536646-248298)	408.73
8-6	8/13/2024	Arking Solutions Inc	3,375.00
8-7	8/13/2024	Billing, Cochran, Lyles, Mauro & Ramsey	605.00
8-8	8/13/2024	Crystal Pool Service Inc	5,004.50
8-9	8/13/2024	Crystal Springs	118.39
8-10	8/13/2024	Regions Security	8,858.00
8-11	8/26/2024	Luis Arias	870.06
9-1	9/4/2024	Allstate Resource Management, Inc.	2,960.00
9-2	9/4/2024	Blue Iguana Pest Control Inc	2,241.67
9-3	9/4/2024	City of Pembroke Pine (536647-248299)	400.14
9-4	9/4/2024	City of Pembroke Pines (536645-248297)	195.48
9-5	9/4/2024	City of Pembroke Pines (536646-248298)	460.27
9-6	9/4/2024	Comcast (8939)	444.54
9-7	9/4/2024	Comcast (9044)	444.54
9-8	9/4/2024	Comcast (Voice 8931)	179.92
9-9	9/4/2024	Craig A Smith & Associates LLC	4,023.00
9-10	9/4/2024	Crystal Pool Service Inc	4,650.00
9-11	9/4/2024	FPL	8,034.18
9-12	9/4/2024	Hancock Bank (Tax Receipts)	2,046.05
9-13	9/4/2024	Regions Security	74,815.20
9-14	9/4/2024	Special District Services	6,144.72
9-15	9/4/2024	Tirone Electric	244.50
		<b>TOTAL</b>	<b>138,843.05</b>

**Walnut Creek Community Development District**  
**Expenditures**  
**August through September 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>Expenditures</b>					
<b>01-1307 · Payroll tax expense</b>					
	08/21/2024	PR 08/20/24		mtg 08/20/24 PR 08/23/24 (Levenson, Ross, Beckman, Kagan, Fateyev)	76.50
Total 01-1307 · Payroll tax expense					<u>76.50</u>
<b>01-1308 · Supervisor Fees</b>					
	08/21/2024	PR 08/20/24		mtg 08/20/24 PR 08/23/24 (Levenson, Ross, Beckman, Kagan, Fateyev)	1,000.00
Total 01-1308 · Supervisor Fees					<u>1,000.00</u>
<b>01-1310 · Engineering</b>					
	08/30/2024	CASA-INV-002250	Craig A Smith & Associates LLC	professional services thru 08/30/2024	8,856.00
Total 01-1310 · Engineering					<u>8,856.00</u>
<b>01-1311 · Management Fees</b>					
	08/31/2024	2024-1057	Special District Services	Management Fee - August 2024	4,091.00
	09/30/2024	2024-1179	Special District Services	Management fee - September 2024	4,091.00
Total 01-1311 · Management Fees					<u>8,182.00</u>
<b>01-1315 · Legal Fees</b>					
	08/31/2024	189240	Billing, Cochran, Lyles, Mauro & Ramsey	legal fees thru 08/31/2024	3,145.00
Total 01-1315 · Legal Fees					<u>3,145.00</u>
<b>01-1318 · Assessment/Tax Roll</b>					
	09/29/2024	2024-1371	Special District Services	Assessment Roll Preparation (per agreement) 2024	7,500.00
Total 01-1318 · Assessment/Tax Roll					<u>7,500.00</u>
<b>01-1512 · Miscellaneous</b>					
	08/15/2024	478486	City of Pembroke Pines	refund of invoice 81151 - permit fees	-396.90
	08/21/2024	PR 08/20/24		mtg 08/20/24 PR 08/23/24 (Levenson, Ross, Beckman, Kagan, Fateyev)	53.75
	08/31/2024	2024-1057	Special District Services	document storage	91.76
	08/31/2024	2024-1057	Special District Services	travel	231.29
	09/30/2024	2024-1179	Special District Services	document storage	89.68
	09/30/2024	2024-1179	Special District Services	travel	152.50
Total 01-1512 · Miscellaneous					<u>222.08</u>
<b>01-1513 · Postage and Delivery</b>					
	08/31/2024	2024-1057	Special District Services	FedEx	88.62
	09/30/2024	2024-1179	Special District Services	FedEx	100.92
	09/30/2024	2024-1179	Special District Services	postage	14.35
Total 01-1513 · Postage and Delivery					<u>203.89</u>
<b>01-1514 · Office Supplies</b>					
	08/31/2024	2024-1057	Special District Services	copier charges	11.70
	09/30/2024	2024-1179	Special District Services	copier charges	168.30
	09/30/2024	2024-1179	Special District Services	meeting books	32.00
	09/30/2024	2024-1179	Special District Services	FedEx office printing	69.60
Total 01-1514 · Office Supplies					<u>281.60</u>

**Walnut Creek Community Development District  
Expenditures  
August through September 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1551 · Continuing Disclosure Fee</b>					
	09/28/2024	2024-1290	Special District Services	Continuing Disclosure Fee - Fiscal Year 2023/2024	350.00
Total 01-1551 · Continuing Disclosure Fee					<u>350.00</u>
<b>01-1570 · Website Management</b>					
	08/31/2024	2024-1057	Special District Services	website	166.66
	09/30/2024	2024-1179	Special District Services	website fee	166.66
Total 01-1570 · Website Management					<u>333.32</u>
<b>01-1601 · Security Services &amp; Rover</b>					
	08/01/2024	32284	Regions Security	Security July 2024	23,769.32
	08/31/2024	32537	Regions Security	Security August 2024	23,449.24
Total 01-1601 · Security Services & Rover					<u>47,218.56</u>
<b>01-1603 · Gatehouse Maintenance</b>					
	08/31/2024	2024-1057	Special District Services	Permits and keys	463.69
Total 01-1603 · Gatehouse Maintenance					<u>463.69</u>
<b>01-1604 · Guardhouse Int/Ext Maintenance</b>					
	08/16/2024	57973	Tirone Electric	REPLACED 3 RECESS LIGHT BULBS IN TAFT STREET GUARD HOUSE.	244.50
	09/09/2024	4380	Shekinah Fence Services LLC	installation of 400 feet of privacy green screen	2,565.00
	09/11/2024	11-RP-17299-X	Pressure Cleaning Man Inc.	pressure cleaning of guard house & pavillion	4,635.00
	09/23/2024	1917	Elite Property Service & Painting Corp	Remove plant life and repair stucco as needed.	4,200.00
	09/23/2024	58380	Tirone Electric	REPLACED LIGHTS IN 3 POLES, 2 AT TAFT ENTRANCE AND 1 ON SHERIDAN	440.00
Total 01-1604 · Guardhouse Int/Ext Maintenance					<u>12,084.50</u>
<b>01-1605 · Gate System Maintenance</b>					
	08/01/2024	32253	Regions Security	service maintenance August 2024	825.00
	09/01/2024	32431	Regions Security	Service contract September 2024	825.00
Total 01-1605 · Gate System Maintenance					<u>1,650.00</u>
<b>01-1803 · Lake &amp; Preserve Maintenance</b>					
	08/01/2024	10444	Allstate Resource Management, Inc.	mitigation area maintenance	2,960.00
	09/01/2024	11217	Allstate Resource Management, Inc.	mitigation area maintenance and lake management September 2024	2,960.00
	09/10/2024	11897	Allstate Resource Management, Inc.	aerator maintenance	1,465.00
Total 01-1803 · Lake & Preserve Maintenance					<u>7,385.00</u>

**Walnut Creek Community Development District  
Expenditures  
August through September 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1814 · Electricity</b>					
	08/09/2024	63714-09001 0724	FPL	acct# 63714-09001 (06/18/24 - 07/19/24)	31.29
	08/09/2024	36358-71365 0724	FPL	acct# 36358-71365 (06/18/24 - 07/19/24)	5,972.40
	08/19/2024	63522-34022 0824	FPL	acct# 63522-34022 (07/19/24 - 08/19/24)	373.72
	08/19/2024	63714-09001 0824	FPL	acct# 63714-09001 (07/19/24 - 08/19/24)	31.28
	08/19/2024	91603-83023 0824	FPL	acct# 91603-83023 (07/19/24 - 08/19/24)	1,083.39
	08/19/2024	04574-72025 0824	FPL	acct# 04574-72025 (07/19/24 - 08/19/24)	473.53
	08/19/2024	36358-71365 0824	FPL	acct# 36358-71365 (07/19/24 - 08/19/24)	5,957.45
	08/19/2024	54061-43023 0824	FPL	acct# 54061-43023 (07/19/24 - 08/19/24)	114.81
	09/18/2024	91603-83023 0924	FPL	acct# 91603-83023 (08/19/24 - 09/18/24)	1,070.34
	09/18/2024	54061-43023 0924	FPL	acct# 54061-43023 (08/19/24 - 09/18/24)	108.10
	09/18/2024	63522-34022 0924	FPL	acct# 63522-34022 (08/19/24 - 09/18/24)	617.59
	09/18/2024	36358-71365 0924	FPL	acct# 36358-71365 (08/19/24 - 09/18/24)	5,972.40
	09/18/2024	63714-09001 0924	FPL	acct# 63714-09001 (08/19/24 - 09/18/24)	31.60
	09/18/2024	04574-72025 0924	FPL	acct# 04574-72025 (08/19/24 - 09/18/24)	465.00
Total 01-1814 · Electricity					<u>22,302.90</u>
<b>01-1815 · Miscellaneous Maintenance</b>					
	09/25/2024	21393886 092524	Crystal Springs	water for guardhouse	166.38
Total 01-1815 · Miscellaneous Maintenance					<u>166.38</u>
<b>01-1816 · Telephone</b>					
	08/11/2024	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (08/15/24 - 09/14/24)	444.54
	08/11/2024	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 (08/15/24 - 09/14/24)	444.54
	08/15/2024	212287146	Comcast (Voice 8931)	acct# 904688931 inv# 212287146	179.92
	09/12/2024	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 (09/15/24 - 10/14/24)	428.99
	09/12/2024	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (09/15/24 - 10/14/24)	848.53
	09/15/2024	217972781	Comcast (Voice 8931)	acct# 904688931 inv# 217972781	179.90
Total 01-1816 · Telephone					<u>2,526.42</u>
<b>01-1817 · Water &amp; sewer</b>					
	08/21/2024	536645 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (07/17/24 - 08/20/24)	195.48
	08/21/2024	536646-248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (07/17/24 - 08/20/24)	460.27
	08/21/2024	536647-248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (07/17/24 - 08/20/24)	400.14
	09/19/2024	536646-248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (08/20/24 - 09-16-24)	202.54
	09/19/2024	536645 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (08/20/24 - 09/16/24)	47.87
	09/19/2024	536647-248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (08/20/24 - 09/16/24)	185.36
Total 01-1817 · Water & sewer					<u>1,491.66</u>

**Walnut Creek Community Development District  
Expenditures  
August through September 2024**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>01-1821 · Waterfall Maintenance</b>					
	08/01/2024	2415180800	Crystal Pool Service Inc	August service	4,650.00
	09/01/2024	2415180900	Crystal Pool Service Inc	September service	4,650.00
Total 01-1821 · Waterfall Maintenance					<u>9,300.00</u>
<b>01-1839 · Iguana Removal Services</b>					
	08/01/2024	148166	Blue Iguana Pest Control Inc	monitoring August 2024	241.67
	08/01/2024	148165	Blue Iguana Pest Control Inc	monitoring August 2024	2,000.00
	09/04/2024	155299	Blue Iguana Pest Control Inc	monitoring September 2024	2,000.00
	09/04/2024	155297	Blue Iguana Pest Control Inc	monitoring September 2024	241.67
Total 01-1839 · Iguana Removal Services					<u>4,483.34</u>
<b>01-1844 · Security Services Admin</b>					
	08/01/2024	32254	Regions Security	security admin service August 2024	1,100.00
	09/01/2024	32432	Regions Security	Security administration September 2024	1,100.00
Total 01-1844 · Security Services Admin					<u>2,200.00</u>
<b>01-1845 · Security Video Surv. &amp; Virtual</b>					
	08/01/2024	32255	Regions Security	security service August 2024	2,574.00
	09/01/2024	32433	Regions Security	Security September 2024	2,574.00
Total 01-1845 · Security Video Surv. & Virtual					<u>5,148.00</u>
<b>01-2311 · Operations Management</b>					
	08/31/2024	2024-1057	Special District Services	field operations management	1,000.00
	09/30/2024	2024-1179	Special District Services	field operations management	1,000.00
Total 01-2311 · Operations Management					<u>2,000.00</u>
<b>Total Expenditures</b>					<u><b>148,570.84</b></u>



**Walnut Creek Community Development District  
Balance Sheet  
As of September 30, 2024**

	<u>Operating Fund</u>	<u>Debt Service (2010) Fund</u>	<u>General Fixed Assets</u>	<u>Long Term Debt</u>	<u>TOTAL</u>
<b>ASSETS</b>					
<b>Current Assets</b>					
Checking/Savings					
Operating Fund	1,829,205.38	0.00	0.00	0.00	1,829,205.38
Improvements/Emergency Funds	1,097,700.02	0.00	0.00	0.00	1,097,700.02
Total Checking/Savings	<u>2,926,905.40</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,926,905.40</u>
Total Current Assets	2,926,905.40	0.00	0.00	0.00	2,926,905.40
<b>Other Assets</b>					
Investments - Interest Account	0.00	3.98	0.00	0.00	3.98
Investments - Reserve Fund	0.00	126,323.09	0.00	0.00	126,323.09
Investments - Revenue Account	0.00	147,367.15	0.00	0.00	147,367.15
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	7,425.28	0.00	0.00	7,425.28
Investments - Principal	0.00	7.66	0.00	0.00	7.66
Accounts Receivable	11,720.00	0.00	0.00	0.00	11,720.00
A/R Non Ad Valorem Receipts	0.00	2,046.05	0.00	0.00	2,046.05
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	-3,079,677.00	0.00	-3,079,677.00
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	283,173.21	283,173.21
Amount To Be Provided	0.00	0.00	0.00	651,826.79	651,826.79
Total Other Assets	<u>11,720.00</u>	<u>283,173.21</u>	<u>8,183,865.00</u>	<u>935,000.00</u>	<u>9,413,758.21</u>
<b>TOTAL ASSETS</b>	<b><u>2,938,625.40</u></b>	<b><u>283,173.21</u></b>	<b><u>8,183,865.00</u></b>	<b><u>935,000.00</u></b>	<b><u>12,340,663.61</u></b>
<b>LIABILITIES &amp; EQUITY</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Accrued Expense Sundry	0.00	0.00	0.00	0.00	0.00
Maintenance Projects Reserves	785,000.00	0.00	0.00	0.00	785,000.00
Accounts Payable	90,555.52	0.00	0.00	0.00	90,555.52
Total Current Liabilities	<u>875,555.52</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>875,555.52</u>
<b>Long Term Liabilities</b>					
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2010)	0.00	0.00	0.00	935,000.00	935,000.00
Total Long Term Liabilities	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>935,000.00</u>	<u>935,000.00</u>
Total Liabilities	875,555.52	0.00	0.00	935,000.00	1,810,555.52
<b>Equity</b>					
Retained Earnings	1,340,716.24	259,516.35	-3,110,211.00	0.00	-1,509,978.41
Net Income	722,353.64	23,656.86	0.00	0.00	746,010.50
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	<u>2,063,069.88</u>	<u>283,173.21</u>	<u>8,183,865.00</u>	<u>0.00</u>	<u>10,530,108.09</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,938,625.40</u></b>	<b><u>283,173.21</u></b>	<b><u>8,183,865.00</u></b>	<b><u>935,000.00</u></b>	<b><u>12,340,663.61</u></b>

**Walnut Creek CDD  
Debt Service (Series 2010) Profit & Loss Report September 2024**

	<b>Annual Budget 10/1/23 - 9/30/24</b>	<b>Actual Sep-24</b>	<b>Year To Date Actual 10/1/23 - 9/30/24</b>
<b>Revenues</b>			
Interest Income	100	555	13,315
NAV Tax Collection	122,077	0	122,582
Bond Prepayments	0	0	0
<b>Total Revenues</b>	<b>\$ 122,177</b>	<b>\$ 555</b>	<b>\$ 135,897</b>
<b>Expenditures</b>			
Principal Payments	55,000	0	55,000
Additional Principal Payments	11,083	0	0
Interest Payments	56,094	0	57,240
<b>Total Expenditures</b>	<b>\$ 122,177</b>	<b>\$ -</b>	<b>\$ 112,240</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 555</b>	<b>\$ 23,657</b>

**WALNUT CREEK CDD  
TAX COLLECTIONS  
2023 - 2024**

#	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
									\$1,718,397	\$182,571	\$1,405,957	\$129,869	\$182,571	\$1,405,957	\$129,869	
									\$1,615,294	\$171,617	\$1,321,600	\$122,077	\$171,617	\$1,321,600	\$122,077	\$122,077
1	1	Broward Cty Tax Collector	11/22/23	NAV Taxes	\$ 179,751.67		\$ (3,448.75)	\$ (7,314.08)	\$ 168,988.84	\$ 19,089.57	\$ 147,072.85	\$ 13,589.25	\$ 17,946.44	\$ 138,266.75	\$ 12,775.65	\$ 12,775.65
2	2	Broward Cty Tax Collector	12/08/23	NAV Taxes	\$ 1,282,962.82		\$ (24,633.27)	\$ (51,299.36)	\$ 1,207,030.19	\$ 136,250.62	\$ 1,049,720.20	\$ 96,992.00	\$ 128,186.44	\$ 987,592.20	\$ 91,251.55	\$ 91,251.55
3	3	Broward Cty Tax Collector	12/15/23	NAV Taxes	\$ 57,800.77		\$ (1,111.35)	\$ (2,233.35)	\$ 54,456.07	\$ 6,138.42	\$ 47,292.60	\$ 4,369.75	\$ 5,783.12	\$ 44,556.00	\$ 4,116.95	\$ 4,116.95
4	4	Broward Cty Tax Collector	12/28/23	NAV Taxes	\$ 15,192.13		\$ (294.34)	\$ (474.98)	\$ 14,422.81	\$ 1,613.38	\$ 12,430.20	\$ 1,148.55	\$ 1,531.66	\$ 11,800.75	\$ 1,090.40	\$ 1,090.40
5	5	Broward Cty Tax Collector	01/12/24	NAV Taxes	\$ 28,535.75		\$ (553.60)	\$ (856.05)	\$ 27,126.10	\$ 3,030.50	\$ 23,347.95	\$ 2,157.30	\$ 2,880.75	\$ 22,194.60	\$ 2,050.75	\$ 2,050.75
6	Int - 1	Broward Cty Tax Collector	01/25/24	Interest		\$ 1,006.77			\$ 1,006.77	\$ 1,006.77			\$ 1,006.77			\$ -
7	6	Broward Cty Tax Collector	02/16/24	NAV Taxes	\$ 37,712.55		\$ (738.71)	\$ (777.05)	\$ 36,196.79	\$ 4,005.05	\$ 30,856.40	\$ 2,851.10	\$ 3,843.99	\$ 29,616.25	\$ 2,736.55	\$ 2,736.55
8	7	Broward Cty Tax Collector	03/15/24	NAV Taxes	\$ 30,752.88		\$ (608.13)	\$ (345.98)	\$ 29,798.77	\$ 3,265.93	\$ 25,162.00	\$ 2,324.95	\$ 3,164.52	\$ 24,381.40	\$ 2,252.85	\$ 2,252.85
9	8	Broward Cty Tax Collector	04/12/24	NAV Taxes	\$ 37,153.73		\$ (742.72)	\$ (18.02)	\$ 36,392.99	\$ 3,945.68	\$ 30,399.20	\$ 2,808.85	\$ 3,864.84	\$ 29,776.80	\$ 2,751.35	\$ 2,751.35
10	Int - 2	Broward Cty Tax Collector	04/25/24	Interest		\$ 1,327.85			\$ 1,327.85	\$ 1,327.85			\$ 1,327.85			\$ -
11	9	Broward Cty Tax Collector	05/10/24	NAV Taxes/Interest	\$ 10,655.48	\$ 172.88	\$ (216.57)		\$ 10,611.79	\$ 1,304.51	\$ 8,718.30	\$ 805.55	\$ 1,281.49	\$ 8,541.10	\$ 789.20	\$ 789.20
12	10	Broward Cty Tax Collector	06/14/24	NAV Taxes/Interest	\$ 9,723.24	\$ 291.68	\$ (200.29)		\$ 9,814.63	\$ 1,324.27	\$ 7,955.55	\$ 735.10	\$ 1,297.78	\$ 7,796.45	\$ 720.40	\$ 720.40
13	11	Broward Cty Tax Collector	07/12/24	NAV Taxes/Interest (TC)	\$ 28,172.23	\$ 797.16	\$ (579.39)		\$ 28,390.00	\$ 3,878.64	\$ 23,002.95	\$ 2,087.80	\$ 3,801.05	\$ 22,542.90	\$ 2,046.05	\$ 2,046.05
14	Int - 3	Broward Cty Tax Collector	07/25/24	Interest		\$ 318.96			\$ 318.96	\$ 318.96			\$ 318.96			\$ -
15									\$ -							\$ -
16									\$ -							\$ -
					\$1,718,413.25	\$ 3,915.30	\$ (33,127.12)	\$ (63,318.87)	\$ 1,625,882.56	\$ 186,500.15	\$ 1,405,958.20	\$ 129,870.20	\$ 176,235.66	\$ 1,327,065.20	\$ 122,581.70	\$ 122,581.70

23/24 Assessment Roll:  
\$1,718,413.25

Admin: \$182,580.00  
Maint: \$1,405,964.45  
2020 Debt: \$129,868.80  
\$1,718,413.25

Collections  
100.00%

Note: \$1,718,397, \$182,571, \$1,405,957 and \$129,869 are 2023/2024 budgeted assessments before discounts and fees.  
\$1,615,294, \$171,617, \$1,321,600 and \$122,077 are 2023/2024 budgeted assessments after discounts and fees.

\$ 1,718,413.25	
\$ 3,915.30	\$ 1,625,882.56
\$ (186,500.15)	\$ (176,235.66)
\$ (1,405,958.20)	\$ (1,327,065.20)
\$ -	\$ -
\$ (129,870.20)	\$ (122,581.70)
\$ -	\$ 0.00



September 27, 2024

Ms. 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: 2023-2024 DISTRICT ANNUAL REPORT  
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
CAS PROJECT NO. 17-1974**

Dear Ms. Perez,

The intent of this report is fourfold: 1) To inform as to the status of ownership of the infrastructure that was financed or constructed by Walnut Creek Community Development District (the “District” or “CDD”); 2) To describe the state, working order and condition of the infrastructure still owned by the District; 3) To give recommendations as to the funds estimated necessary for the proper maintenance, repair and operation of the District’s infrastructure; and 4) To review the insurance carried by the District and amounts set aside for the purpose of paying their premiums. This report aims to comply with the requirements of Article VIII, Section 8.21 of the Master Trust Indenture between Walnut Creek Community Development District and First Union National Bank dated November 1, 2000 (Bond Series 2000A and 2000B) and with the requirements of Article IX, Section 9.21 of the Trust Indenture between the District and Hancock Bank dated January 1, 2010 (bond Series 2010). The Series 2000 Bonds were refunded in 2008.

### **District Location**

The District is located in Section 10, Township 51S, Range 41E, in the City of Pembroke Pines, Broward County, State of Florida. It is generally bounded by Sheridan Street on the north, Taft Street on the south, NW 72 Avenue on the east and University Drive on the west.

### **General**

In November of 2000 the District issued Special Assessment Bonds in the amounts of \$4,575,000 (Series 2000A) and \$8,320,000 (Series 2000B) to finance a portion of the following district improvements:

1. On-site roadway improvements including: stabilized subgrade and limerock base, roadway drainage, curbs and gutters. The improvements excluded asphalt pavement on the roadway surface.
2. Off-site roadway improvements on the perimeter streets including: turn lanes, sidewalks, striping, signage, traffic signalization and land acquisition.
3. Stormwater management facilities including: lakes, open common areas, storm sewers, inlets and manholes for the collection and transmission of the storm water runoff from streets and lots



to the onsite lakes plus the discharge structure to the Central Broward Water Control District canal.

4. Water distribution system including: water mains, fittings, valves and fire hydrants.
5. Wastewater collection and transmission systems including: collection sewers and manholes.

In January of 2010 the District issued \$2,650,000 in Special Assessment Bonds (Series 2010) to conduct repairs and install lining in the storm sewer systems of Parcels B (Park North) and G (Park South) of the development. The repairs were deemed necessary to correct certain failures exhibited by the pipes. In September of 2010, the Board of Supervisors, with consent of Bond Counsel, decided to allocate \$237,000 of Series 2010 Bond proceeds towards the repair and enhancement of CDD owned infrastructure at the entrance of Taft Street, namely the guardhouse, pavilion and three water features. In September of 2011 the Board, with consent of Bond Counsel, decided to increase the allocated funds to \$255,000 for additional enhancements to the water features. In November of 2011, the Board increased the allocated funds to \$275,000 to include repairs to an existing 15-inch diameter drainage pipe located adjacent to the west water entrance feature at the Taft Street entrance.

- The District completed a Stormwater Ponds Bank Repair Project within the District's 10 ponds in accordance with the engineering plans prepared by Johnson Engineering in 2018. The project was awarded to American Shoreline Restoration, Inc. for a cost of \$594,600.00. Approximately 16,825 linear feet of non-compliant pond bank was restored to SFWMD compliance by means of geo fabric tubes.

A change order was issued for the project on February 28, 2018 reducing the project by \$84,950.00. The change order eliminated the littoral plantings and coconut mat from the project and increased the warrantee period from 10 years to 15 years. A final inspection was performed by CAS representatives and a construction certification was issued by CAS on July 6, 2018.

Erosion control inspections and analysis were performed in June of 2019. Lake banks above the geotubes are experiencing some continued erosion. District engineers and management staff are formulating plans for corrective actions and an ongoing maintenance plan to address the issues. An analysis of the depressions at the lake banks was performed in May of 2019. The District has budgeted \$10,000 in reserve for lake slope soil maintenance and \$10,000 for lake and preserve maintenance.

- In May of 2019 CAS prepared a Headwall Inspection Report analyzing the headwalls at six lakes where washouts and erosion has created voids and separations between the soil and the headwall. Work on repairing existing concrete headwalls at six of the CDD's lakes was performed in June of 2021. Polyurethane foam resin was injected around thirteen headwalls to provide stabilization at the lake banks. The work was performed by Shenandoah General Construction, LLC and required the injection of 2,285 pounds of resin foam at a cost of \$23,192.00. The District has budgeted \$10,000 in reserve for headwall stabilization repair.
- A 30-foot segment of 42" outfall pipe into lake 4 (Mahogany Bend), which was scheduled for replacement in the 2018/2019 budget, was completed by Persant Construction Company in October of 2019 for \$22,500.00. The District has budgeted \$74,800 in reserve for stormwater and pipe replacement.



- A landscape maintenance agreement was executed on June 26, 2018 between WCCDD and WCHOA, Inc., which clarified responsibilities as indicated on the attached exhibit. The agreement took effect October 1, 2018 for a period of 5 years.
- In June 2020, the WCCDD entered into a Small Project Agreement with Florida Pool Remodeling, LLC to repair, renovate and refinish the eastern entrance waterfall. The work also included sealing the main drain basins, catch basins, and skimmers, prepare waterfall for resurfacing, and apply an Aqua Guard epoxy in a white finish. The initial contract was for \$58,720.00 with two change orders totaling \$1,175.00. The work was completed in July 2020. The District has budgeted \$60,000 in reserve for waterfall maintenance.
- WCCDD entered a contract with Artemisa Fence and Ornamental, Inc. who installed chain link fencing and Turf Management Services, Inc. who provided hedge trimming at key locations around Taft Street and NW 20<sup>th</sup> Street to address security issues.
- Future projects scheduled for 2024 includes the restoration of the culvert and canal bank of the Central Broward Water Control District's S-8 Canal at the southwest corner of Sheridan Street and N. 72<sup>nd</sup> Avenue. Temporary fencing has been installed along the property line that will prevent pedestrian access to the culvert and canal bank of the Central Broward Water Control District's S-8 Canal (located at the southwest corner of Sheridan Street and N. 72<sup>nd</sup> Avenue).

The Walnut Creek CDD is responsible for maintaining the canal banks above the water table. The canal bank/culvert pipe/canal sedimentation buildup has been identified since the 2019-2020 Engineer's report and has yet to be addressed. The sediment within the Sheridan Street culvert pipe, the point of discharge for the entire WCCDD's stormwater, is approximately 50% of the capacity of the pipe. Approximately 100-feet of the northern cross section of the N. 72<sup>nd</sup> Avenue Canal is within 6-inches of the current water table.

The excessive amount of sediment within the canal and the culvert pipe has greatly reduced the off-site flow capacity. Until the canal restoration work occurs and the cross section is restored to its original design, a major storm/rainfall event would cause the district's internal water bodies to backup and, depending on the severity of the storm, rise above the top of bank. The state of the N. 72<sup>nd</sup> Avenue has deteriorated and requires immediate action.

The District has previously budgeted \$285,290 for the design and construction improvements for the restoration of approximately 485 linear feet of eroded canal bank. WCCDD is currently soliciting cost estimates and alternative designs of construction of the from Allstate Resource Management, Inc.

- The sealcoating, striping and signage of all existing roadways within the District and its developed parcels was completed in 2022 (By the Homeowners Associations). Construction permits for the project were obtained from the City of Pembroke Pines.
- On behalf of the District, Craig A. Smith & Associates prepared a stormwater 20-year Needs analysis to the Office of Economic & Demographic Research. As a development district the WCCDD is required, under statutory requirements, to submit to the state a comprehensive plan



of its stormwater management services under Sections 403.9301 and 403.9302 in the Florida Statutes.

The analysis report includes the district's current and future stormwater management program including inventory, operation and maintenance, illicit discharge prevention, public outreach, future anticipated resiliency projects and yearly expenditures. The report was submitted in June of 2022.

- A City of Pembroke Pines building permit has been issued for waterfall electrical and repair improvements at the Taft Street entrance. The permit was issued on June, 2022 and the work was performed by Tirone Electric Inc. The District has also acquired a permit for the installation of a security fence along the canal perimeter of the District.
- In March, 2023 repairs of the fabric material along the lake banks was performed by American Shoreline due to floating or loose material used during the installation of the geo-tubes under the contract warrantee. The fabric material serves to protect the permanent geo-tubes. The fabric was pinned in place and secured to prevent further movement.  
CAS visually inspects, on a yearly basis during the dry season, all perimeter ponds to determine the status of the geo-tubes and pinned fabric material. An August, 2024 inspection observed two areas of concern. In Lake 5 there is a section of fabric separating from the lake bank. Approximately 290-feet of fabric material has been found in Lake 10 that requires repair. American Shoreline has been contacted and made aware of the needs for repair.
- In October of 2022 CAS prepared a sample pool of drainage structures in all of the nine developed parcels to determine the amount of sediment buildup in preparation of the recertification with the Central Broward Drainage District. It was determined that all of the structures exceeded the five percent standard of silt buildup within the structure's sump area. At least thirty percent of the sample structures contained sediment that was greater than the invert of the drainage pipe.  
In March of 2023, on behalf of the District, CAS performed outfall pipe field inspections. Due to a lack of scheduled maintenance the report indicated silt build up and loss of flow capacity. A cleaning cycle would also reduce the amount of sediment from entering the ponds and would increase storage volume. It was also discovered that the steel and galvanized outfall pipes were corroded. The severe outfall pipes require replacement, the pipes with moderate corrosion can be lined to prevent future collapse.

Some of the outfall pipe extensions, designed to prevent silt build up at the outfall, have detached and likely fallen off to the deepest part of the ponds. The pipes will require new extensions that are anchored in place to avoid separation during severe storms. Eighteen outfalls, or forty percent of the total number, could not be detected and require further investigation to their current condition. These outfalls could not be visually inspected due to depth issues or have been buried under sediment.

In June, 2023 the WCCDD contracted with Ameri Clean Pumping, Inc. to provide jet cleaning services of the district's drainage inlets, manholes, control structures and outfalls. The stormwater infrastructure cleaning was required to remain in compliance with the Central Broward Water Control District's 5-year recertification of the stormwater system.



The stormwater management system, including the ten on-site lakes and swales, was certified to CBWCD in March of 2024. Closed circuit televising of the stormwater pipe network was not performed during the cleaning exercise.

After reviewing the stormwater cleaning reports from Ameri Clean Pumping, Inc./Allstate Resource Management, CAS has narrowed the number of outfall repairs to twelve. Cost estimates were revised for each of the twelve outfalls for a total amount of \$ 271,022.

- CAS prepared a report in February of 2023 regarding lake bank erosion at the Walnut Creek Club House (7500 NW 20<sup>th</sup> Street). After a site inspection it was determined that the washout is being caused by runoff from the pool patio area. The lake bank area has recently been repaired by the HOA.





### District funded Infrastructure and Current Condition

<u>Improvements</u>	<u>Ownership</u>	<u>Maintenance Responsibility</u>	<u>Status</u>
On-Site Road System	HOA	HOA	Good Working Condition Sealcoating Project completed in 2022
Off-Site Road System • NW 72 <sup>nd</sup> Avenue,	City of Hollywood	City of Hollywood	Good Working Condition The District is soliciting proposals for the design and construction of the canal bank adjacent to the west side of NW 72 <sup>nd</sup> Avenue.
• Sidewalk along north side of CDD and signal modifications at intersection with Sheridan Street	Broward County	Broward County	Good Working Condition
• University Drive, westbound right turn lane from Taft Street	FDOT	FDOT	Good Working Condition
• Sheridan Street, eastbound right turn lane and westbound left turn lane on the north entrance at NW 76 <sup>th</sup> Street	Broward County	Broward County	Good Working Condition
• Taft Street, westbound right turn lane	City of Pembroke Pines	City of Pembroke Pines	Good Working Condition
On-Site Drainage System • Drainage pipes and structures on the roads	CDD	CDD	Drainage is in Good Working Condition. <b>Allstate Resource Mgmt. recently completed</b> stormwater structure cleaning services to remain in compliance with the CBWCD's 5-year recertification of the stormwater system <b>completed in March 2024.</b>
Detention Ponds & canals • 10 ponds, 40.1 acres & 2 canals (north & east)	CDD	CDD	Detention pond bank restoration completed in 2018. Repairs of the fabric material along the lake banks was performed by American Shoreline under the contract warrantee. Outfall pipe repairs, inspections on



			deeper outfalls and sediment removal will be incorporated in the CBWCD 5-year recertification project. Repairs of fourteen pond headwalls, using structural chemical grouting repair, has been completed. Ponds in Good Working Condition.
Water Distribution System • Pipe network, future hydrants and water services	City of Pembroke Pines	City of Pembroke Pines	Good Working Condition
Wastewater Collection System • Network of pipes, manholes, services and 2 lift stations	City of Pembroke Pines	City of Pembroke Pines	Good Working Condition
Common Areas • Open space, recreation area, lake parcels, perimeter berms, landscape buffer and FPL easement • Taft Street entrance guardhouse, pavilion and water features	CDD	CDD/HOA	Continuous Yearly Maintenance of Lighting/Landscaping. Common Areas in Good Working Condition. Responsibility of landscaping and guardhouse facility within CDD owned lands transferred to HOA

### District’s Maintenance Budget

The District has budgeted \$173,117.00 and \$1,421,600.00 for Administrative and Maintenance expenditures, respectively, for the Fiscal Year 2023-2024. The maintenance expenditures include lake and preserve maintenance, headwall stabilization repairs, S-8 canal reconstruction (engineering and construction) and reserves for future stormwater maintenance and pipe replacement projects. Craig A. Smith & Associates, Inc. finds it sufficient for the proper maintenance of the infrastructure improvements for which the District is responsible.

For more detailed information on the 2023-2024 fiscal year budget, please refer to the District’s website at [www.walnutcreekcdd.org/financials](http://www.walnutcreekcdd.org/financials).

### District’s Public Liability and Property Damage Insurance

The District Administrative Expenditures budget for the Fiscal Year 2023-2024 includes \$17,500.00 for insurance. A copy of the insurance policy is available from the District Manager’s office.





This report has been prepared by Craig A. Smith & Associates, Inc. based on its observations and sometimes utilizing and relying on information prepared and provided by others.

Sincerely,

**CRAIG A. SMITH & ASSOCIATES**

Stephen C. Smith, P.E.  
President

Attachment: Exhibit A  
Exhibit B

\\cas-file\projects\districts\walnut\_creek\_community\_dev\17-1974-1cp-general\annual engineer's report\annual report 2023-2024\engineers report\letter\_head\_report\_9-27-24.docx



954.782.8222.

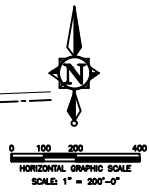


1425 E. Newport Center Drive  
Deerfield Beach, FL 33442



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

P:\Districts\Walnut Creek Community Dev\17-1974-16P-2018\General\WMS\09 Plans\17-1974-16P-2018\2-12-24 PM.mxd



**LEGEND:**

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

EXHIBIT A

WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT MAINTENANCE



**EXHIBIT B**  
**WCCDD Project Photos**



**Photo 1: Canal bank erosion and capacity reduction at Sheridan Street and N 72 Avenue.**



**Photo 2: Canal bank erosion at Sheridan Street and N 72 Avenue, looking south.**

**EXHIBIT B**  
**WCCDD Project Photos**



**Photo 3: Depth of canal indicated as less than one foot due to bank erosion.**



**Photo 4: Sealcoating and restriping of internal WCCDD roads performed in 2022.**

**EXHIBIT B  
WCCDD Project Photos**



**Photo 5: Sealcoating and restriping of internal WCCDD roads performed in 2022.**



**Photo 6: Sealcoating and restriping of internal WCCDD roads performed in 2022.**

**EXHIBIT B  
WCCDD Project Photos**



**Photo 7: Anchoring of fabric material at lake banks by American Shoreline in March, 2023.**



**Photo 8: Completed re-installation of lake bank fabric material.**



**EXHIBIT B**  
**WCCDD Project Photos**



**Photo 9: Corroded outfall pipe at Lake 4 (near NW 19 Court) during inspection in March, 2023.**



**Photo 10: Sediment buildup at outfall pipe at NW 74 Ave in Lake 4 during inspection in March, 2023.**

**EXHIBIT B**  
**WCCDD Project Photos**



**Photo 11: Corroded outfall pipe at Lake 4 during inspection in March, 2023.**



**Photo 12: Disconnected outfall pipe extension at Lake 2 in June of 2024.**

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**ON-SITE ROADWAY IMPROVEMENTS**



- ❖ **Improvements:** All surface roadway improvements including on-site asphalt roads, curbing, striping, signage, and sidewalks.
- ❖ **Road Improvements Owner:** WCCDD (except for the asphalt layers).
- ❖ **Status:** The sealcoating, striping and signage of all existing roadways within the District was completed in 2022 (By the HOA's chosen contractor). On-site roadway system complete and in good working order.
- ❖ **Maintenance responsibility:** HOA

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**OFF-SITE ROADWAY SYSTEM: NW 72<sup>nd</sup> AVENUE**



- ❖ **Improvements:** Existing sidewalk along the west side of the CDD and traffic signal modification at intersection with Sheridan Street.
- ❖ **Right-of-Way Owner:** City of Hollywood
- ❖ **Road Improvements Owner:** City of Hollywood
- ❖ **Status:** Temporary fencing is to be installed along the property line that will prevent pedestrian access to the culvert and canal bank of the Central Broward Water Control District's S-8 Canal (located at the southwest corner of Sheridan Street and N. 72<sup>nd</sup> Avenue). The Walnut Creek CDD is responsible for maintaining the canal banks above the water table. Canal bank/ culvert improvements has been identified since the 2019-2020 Engineer's report and has yet to be addressed. The state of the canal banks has deteriorated and requires immediate action.
  
- ❖ **NW 72 Avenue roadway system is complete and in good working order and condition.**
- ❖ **Maintenance responsibility:** City of Hollywood

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**OFF-SITE ROADWAY SYSTEM: UNIVERSITY DRIVE**



- ❖ **Improvements:** All road surfaces, stormwater, striping, landscaping, signage, and signalization including west bound right turn lane from Taft Street.
- ❖ **Right-of-Way Owner:** Florida Department of Transportation (FDOT)
- ❖ **Road Improvements Owner:** FDOT
- ❖ **Status:** University Drive roadway system is complete and in good working order and condition.
- ❖ **Maintenance responsibility:** FDOT

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**OFF-SITE ROADWAY SYSTEM: SHERIDAN STREET**



- ❖ **Improvements:** All road surfaces, stormwater, striping, landscaping, signage, and signalization including east bound right turn lane and west bound left turn lane on the north entrance at NW 76<sup>th</sup> Avenue, east bound right turn lane at NW 72<sup>nd</sup> Avenue and sidewalk along the north side of the CDD.
- ❖ **Right-of-Way Owner:** Broward County (BC)
- ❖ **Road Improvements Owner:** BC
- ❖ **Status:** Sheridan Street roadway system is complete and in good working order and condition.
- ❖ **Maintenance responsibility:** BC

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**OFF-SITE ROADWAY SYSTEM: TAFT STREET**



- ❖ **Improvements:** All road surfaces, stormwater, striping, landscaping, signage, and signalization including west bound right turn lane and east/west bound left turn lanes on the south entrance at NW 76<sup>th</sup> Avenue. Also includes east bound right/left turn lanes at the Municipal Park Facility.
- ❖ **Right-of-Way Owner:** City of Pembroke Pines (CPP)
- ❖ **Road Improvements Owner:** CPP
- ❖ **Status:** Taft Street roadway system is complete and in good working order and condition.
- ❖ **Maintenance responsibility:** CPP

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**ON-SITE DRAINAGE COLLECTION SYSTEM FOR ROADS**



- ❖ **Improvements:** Drainage pipes, drainage structures and outfalls to lakes for on-site road stormwater collection.
- ❖ **Improvements Owner:** WCCDD
- ❖ **Status:** In June of 2023 the WCCDD contracted with Ameri Clean Pumping Inc. for cleaning services of the drainage inlets, manholes, control structures and outfalls. The stormwater infrastructure cleaning was required to remain in compliance with the Central Broward Water Control District's 5-year recertification of the stormwater system. The stormwater management system was certified to CBWCD in March of 2024. Closed circuit televising of the stormwater pipe network was not performed during the cleaning exercise. According to Ameri Clean the on-site drainage system is in good working order and condition.
- ❖ **Maintenance responsibility:** WCCDD



**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**STORMWATER DETENTION LAKES**



- ❖ **Improvements: Ten Lakes (40.1 Acres)**
- ❖ **Improvements Owner: WCCDD**
- ❖ **Status: In March, 2023 repairs of the fabric material along the lake banks was performed by American Shoreline under the contract warrantee. During the dry season CAS will visually inspect all perimeter ponds and determine the status of the geotubes and pinned fabric material. CAS has performed yearly inspections to evaluate the status of the lake bank fabric material. After reviewing the stormwater outfall reports from Allstate Resource Management, CAS modified its March, 2023 report, regarding the condition of the outfall pipes, and reduced the number of repairs to twelve outfalls at a cost of \$ 271,022. CAS prepared a report in February of 2023 regarding lake bank erosion at the Walnut Creek Club House. The washout area has since been repaired.**
- ❖ **Lakes are in good working order and condition.**
- ❖ **Maintenance responsibility: WCCDD**

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**WATER MAIN DISTRIBUTION SYSTEM**



- ❖ **Improvements:** A water distribution system that includes water main pipes, gate valves, fire hydrants, water services and water meters.
- ❖ **Owner:** City of Pembroke Pines (CPP)
- ❖ **Status:** Complete and conveyed to the CPP. Water system is in good working order and condition.
- ❖ **Maintenance responsibility:** CPP

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**SANITARY SEWER COLLECTION SYSTEM**



- ❖ **Improvements:** A sanitary sewer collection system including all sanitary manholes, sewer mains, sewer services, cleanouts, sanitary force main and two lift stations.
- ❖ **Owner:** CPP
- ❖ **Status:** Complete and conveyed to the CPP. The sanitary system is in good working order and condition.
- ❖ **Maintenance responsibility:** CPP

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**COMMON AREAS**



- ❖ **Improvements:** Open Space/Recreation Area, Lake Parcels, Perimeter Berms, Landscape Buffer and Florida Power and Light Easement. Common Area enhanced with landscaping and irrigation systems.
- ❖ **Owner:** WCCDD
- ❖ **Status:** Complete and in good working order and condition.
- ❖ **Maintenance responsibility:** WCCDD

**INFRASTRUCTURE FINANCED AND/OR CONSTRUCTED BY THE DISTRICT/ COUNTY/ STATE WITH  
CURRENT OWNERSHIP, WORKING ORDER AND CONDITION.**

**COMMON AREAS**



- ❖ **Improvements:** Taft Street entrance guardhouse, pavilion, and entrance water features.
- ❖ **Improvements Owner:** WCCDD
- ❖ **Status:** A City of Pembroke Pines building permit was issued for waterfall electrical and repair improvements at the Taft Street entrance. The work was completed in 2022 and the common areas are in good working order and condition.
- ❖ **Maintenance responsibility:** WCCDD

October 15, 2024

RE: Walnut Creek Community Development District Auditor Renewal

At the November 16, 2021, Walnut Creek Community Development District Board Of Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30-2021, 9-30-2022 and 9-30-2023 year end audits of the District with an option to perform the 9-30-2024 and 9-30-2025 audits.

The fees for the 9-30-2021 audit was \$3,900. The fees for the 9-30-2022 audit was \$4,000. And the fees for the 9-30-2023 audit were \$4,100. The proposed fees for the 9-30-2024 audit is \$4,200, which is the budgeted amount for audit fees for Fiscal Year 2023/2024. The proposed fee for the 9-30-25 audit is \$4,300.

Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore, management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2024 and 9-30-2025 audits for Grau & Associates.

Special District Services, Inc.

# Pest Findings by Location

## WALNUT CREEK CDD TAFT ST WATERFALLS

SEP 01, 2024 TO SEP 30, 2024

### Iguana Control

Finding Types: All Finding Types

Target Pests: Iguana

#### Walnut Creek CDD Taft St Waterfalls, 1978 Northwest 76th Avenue, Pembroke Pines, FL 33024

Device	Date	Pest	Type	Quantity
Property	09/06/2024 01:58 PM	Iguana	Sighted	2
	09/12/2024 10:51 AM	Iguana	Sighted	8
	09/13/2024 11:52 AM	Iguana	Sighted	3
	09/20/2024 01:28 PM	Iguana	Sighted	7
	09/24/2024 02:28 PM	Iguana	Sighted	7
	09/26/2024 10:35 AM	Iguana	Sighted	3
	09/27/2024 12:20 PM	Iguana	Sighted	4

Total Iguanas (Consolidated) for September 2024 (waterfalls): **34**  
**R.G.**

# Pest Findings by Location

## WALNUT CREEK CDD LAKES & CANALS

SEP 01, 2024 TO SEP 30, 2024

### Iguana Control

Finding Types: All Finding Types

Target Pests: Iguana

#### Walnut Creek CDD Lakes & Canals, 7500 NW 20th St, Hollywood, FL 33024-1079

Device	Date	Pest	Type	Quantity
Property	09/05/2024 11:08 AM	Iguana	Sighted	3
	09/06/2024 02:03 PM	Iguana	Sighted	8
	09/12/2024 11:17 AM	Iguana	Sighted	12
	09/13/2024 02:48 PM	Iguana	Sighted	22
	09/17/2024 01:10 PM	Iguana	Sighted	2
	09/20/2024 02:29 PM	Iguana	Sighted	17
	09/24/2024 02:35 PM	Iguana	Sighted	10
	09/27/2024 02:55 PM	Iguana	Sighted	17

Total Iguanas (Consolidated) for September 2024 (lakes/canals): **91**  
**R.G.**



**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**Section 1.** The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

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

**PASSED, ADOPTED and EFFECTIVE** this 15<sup>th</sup> day of October, 2024.

**ATTEST:**

**WALNUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Walnut Creek  
Community Development District

**Amended Final Budget For  
Fiscal Year 2023/2024  
October 1, 2023 - September 30, 2024**

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

**AMENDED FINAL BUDGET**  
**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2023/2024 BUDGET 10/1/23- 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
<b>REVENUES</b>			
ADMINISTRATIVE ASSESSMENTS	182,571	186,500	186,500
MAINTENANCE ASSESSMENTS	1,405,957	1,405,958	1,405,958
DEBT ASSESSMENTS (2010)	129,869	129,870	129,870
OTHER REVENUES	0	20,760	20,760
INTEREST INCOME	1,500	99,100	99,036
<b>TOTAL REVENUES</b>	<b>\$ 1,719,897</b>	<b>\$ 1,842,188</b>	<b>\$ 1,842,124</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	10,000	5,800	5,800
PAYROLL TAXES (EMPLOYER)	800	444	444
ENGINEERING	40,000	25,000	17,227
LEGAL FEES	23,000	21,000	17,765
AUDIT FEES	4,100	4,100	4,100
MANAGEMENT	49,092	49,092	49,092
POSTAGE	1,450	1,135	1,115
OFFICE SUPPLIES/PRINTING	5,500	1,600	1,532
INSURANCE	17,500	21,056	21,056
LEGAL ADVERTISING	1,100	1,500	892
MISCELLANEOUS	8,750	5,500	4,639
DUES & SUBSCRIPTIONS	175	175	175
ASSESSMENT ROLL	7,500	7,500	7,500
TRUSTEE FEES	1,800	1,420	1,420
CONTINUING DISCLOSURE FEE	350	350	350
WEBSITE MANAGEMENT	2,000	2,000	2,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 173,117</b>	<b>\$ 147,672</b>	<b>\$ 135,107</b>
<b>MAINTENANCE EXPENDITURES</b>			
FIELD MAINTENANCE	5,000	5,000	5,000
OPERATIONS MANAGEMENT	12,000	12,000	12,000
SECURITY & ROVER SERVICES	370,000	280,000	256,358
SECURITY ADMINISTRATIVE SERVICES	35,100	3,300	3,300
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SYSTEMS	35,000	30,648	30,648
SECURITY CAMERAS & MAINTENANCE	12,000	0	0
SECURITY ONLINE SOLUTIONS	12,000	0	0
SECURITY GATE SYSTEM MAINTENANCE	50,000	80,000	68,825
TELEPHONE	12,500	11,799	11,799
ELECTRIC	85,000	97,272	97,272
WATER & SEWAGE	16,000	0	11,826
GUARD HOUSE - VISITOR PASSES	0	0	0
GUARD HOUSE INT/EXT MAINTENANCE	30,000	28,000	25,927
LAKE & PRESERVE MAINTENANCE	48,000	36,985	36,985
SIGNAGE	2,000	300	92
STREETLIGHT MAINTENANCE	5,000	0	0
WATERFALL MAINTENANCE	80,000	74,000	70,228
HOLIDAY LIGHTING	11,000	11,000	9,990
OPERATING RESERVE/CONTINGENCY	24,000	0	0
MISCELLANEOUS MAINTENANCE	10,000	30,000	27,837
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	100,000	100,000	0
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES	14,000	0	0
HEADWALL STABILIZATION PROJECT	50,000	50,000	0
LAKE SLOPE SOIL MAINTENANCE	10,000	10,000	0
IGUANA REMOVAL SERVICES	27,000	30,000	26,900
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	120,000	90,000	70,648
MONUMENT MAINTENANCE	6,000	0	0
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	240,000	240,000	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 1,421,600</b>	<b>\$ 1,220,304</b>	<b>\$ 765,635</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,594,717</b>	<b>\$ 1,367,976</b>	<b>\$ 900,742</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 125,180</b>	<b>\$ 474,212</b>	<b>\$ 941,382</b>
PAYMENT TO TRUSTEE (2010)	(122,077)	(122,582)	(122,582)
<b>BALANCE</b>	<b>\$ 3,103</b>	<b>\$ 351,630</b>	<b>\$ 818,800</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(34,368)	(33,127)	(33,127)
DISCOUNTS FOR EARLY PAYMENTS	(68,735)	(63,319)	(63,319)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (100,000)</b>	<b>\$ 255,184</b>	<b>\$ 722,354</b>
CARRY FORWARD SURPLUS	100,000	100,000	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 355,184</b>	<b>\$ 722,354</b>

GROSS AVAILABLE FUNDS AS OF 9/30/23	\$2,125,716
RESERVE BALANCE AS OF 9/30/23	\$825,000
AVAILABLE FUNDS AS OF 9/30/23	\$1,300,716
FY 2023/2024 FUND BALANCE ACTIVITY	\$655,184
GROSS AVAILABLE FUNDS AS OF 9/30/24	\$2,780,900
RESERVE BALANCE AS OF 9/30/24	\$1,225,000
AVAILABLE FUNDS AS OF 9/30/24	\$1,555,900

**Notes**

Available Funds Includes Improvements/Emergency Fund Of \$1,097,700.  
Reserve Balances Total \$1,225,000 (\$825,000 as of 9-30-23 -plus 9/30/24 additions -\$400,000).  
Reserve Additions: S-8 Canal: \$240,000 - Stormwater/Pipe: \$100,000 - Headwall: \$50,000 - Lake Slop - \$10,000 - Total: \$400,000.  
Carryover From Prior Year Of \$109,020 to be used to reduce Fiscal Year 2024/2025 Assessments.

**AMENDED FINAL BUDGET**  
**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND (SERIES 2010)**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2023/2024 BUDGET 10/1/23- 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
<b>REVENUES</b>			
Interest Income	100	12,760	12,760
NAV Tax Collection	122,214	120,536	120,536
Prepaid Bond Collection	0	0	0
<b>Total Revenues</b>	<b>\$ 122,314</b>	<b>\$ 133,296</b>	<b>\$ 133,296</b>
<b>EXPENDITURES</b>			
Principal Payments	55,000	55,000	55,000
Additional Principal Payments	11,220	0	0
Interest Payments	56,094	57,240	57,240
<b>Total Expenditures</b>	<b>\$ 122,314</b>	<b>\$ 112,240</b>	<b>\$ 112,240</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 21,056</b>	<b>\$ 21,056</b>

FUND BALANCE AS OF 9/30/23	\$259,516
FY 2023/2024 ACTIVITY	\$21,056
FUND BALANCE AS OF 9/30/24	\$280,572

Notes

Reserve Fund Balance = \$126,323\*. Revenue Fund Balance = \$146,824\*

Prepayment Account Balance = \$7,425\*.

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$27,176.

\* Approximate Amounts

**Series 2010 Bond Information**

Original Par Amount =	\$2,650,000	Annual Principal Payments Due:
Interest Rate =	2.051% - 5.95%	May 1st
Issue Date =	January 2010	Annual Interest Payments Due:
Maturity Date =	May 2040	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$935,000	



August 7, 2024

Ms. Gloria Perez, District Manager  
Walnut Creek Community Development District  
8785 SW 165th Ave, Suite 200  
Miami, FL 33193

**RE: Walnut Creek Community Development District -  
Engineering Design for Three (3) Lake-Front Benches  
CAS Proposal OCASA-0523**

Dear Ms. Perez;

Craig A. Smith and Associates (CAS) is pleased to provide a professional engineering services proposal to complete the above-referenced project. The fee for this proposal will be billed at the approved hourly rates for a not to exceed agreed upon amount shown below. CAS to provide all work necessary for the preparation of construction drawings for each of three proposed lake-front benches (see attachments). Tasks for this project include site observations of the existing conditions, layout and engineering design and details for the three bench location plans (for the purposes of permitting), including grading and proposed elevations, sidewalk installation, adjustment of existing irrigation, and harmonization of existing conditions. This proposal also includes the preparation of engineer's opinion of probable costs for the proposed lake-front benches.

**TOTAL HOURLY FEE (NOT TO EXCEED): \$3,793.00**

We propose to perform all services under the terms of the executed Professional Engineering Services Agreement from December of 2017. Additional Services not included in this proposal shall be Hourly services in accordance with the Hourly Rate Schedule included in said agreement. If this proposal is acceptable, please execute in the space provided below and return one executed copy to our office as our notice to proceed. We appreciate your business and thank you for this opportunity.

**AGREED TO AND ACCEPTED BY:**

**CRAIG A. SMITH & ASSOCIATES**

Stephen C. Smith, P.E.  
President

**WALNUT CREEK COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Date





# Landshore Enterprises, LLC

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

September 17, 2024

**Walnut Creek Community Development District**

**Attn.: Ms. Gloria Perez, District Manager**

1800 NW 76TH Ave  
Pembroke Pines, FL, 33024

Dear Ms. Perez,

Thank you for allowing Landshore Enterprises, LLC (d/b/a Erosion Restoration, LLC) to offer construction layout and technical-engineering services limited to research and evaluation of current condition with the purpose of construction estimate in accordance to Chapter 472.003(3)(c) of Florida Statutes. Pursuant to your request we prepared a proposal which includes the following items.

**Erosion and Sedimentation Control Plan for approximately 517' of shoreline of Canal located along NW 72<sup>nd</sup> Avenue extending north towards Sheridan Street, as described in South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 06-02659-P, located in Pembroke Pines, FL - subject to approval by government agencies having jurisdiction.**

Note: any work in wetlands, flowage easements, preserves, mitigation areas, conservation areas, compensation areas, buffer impact areas and littoral zone may be entirely avoided or partially restricted at sole discretion of Landshore Enterprises, LLC.

- A. Mobilization to site to review slope geometry and soil parameters for compliance with current regulations and compare them to the Erosion and Sedimentation Control Plan for Walnut Creek CDD Canal prepared by Landshore Enterprises, LLC, dated July 15, 2022.

**Item A base fee, including mobilization..... \$1,500.00**

We will begin work within two weeks of acceptance of this proposal pending receipt of retainer of \$750.00. The cost for this work shall not exceed **One Thousand Five Hundred Dollars (\$1,500.00)**. Should you require services on this project beyond this scope of supply, we would revise this proposal to include items you may add or at your discretion we are available on a time and material basis.

Besides construction services outlined above we will be happy to provide you with professional services in civil, structural, geotechnical, surveying, legal and any other disciplines on an hourly basis or by a separate contracts – if it will become necessary based on our initial observations of existing situation on-site or if specifically requested in writing by yourself or by the government agencies having jurisdiction. All permit/application/review fees or separate charges accessed by the government shall be paid by the Client/Owner.



# Landshore Enterprises, LLC

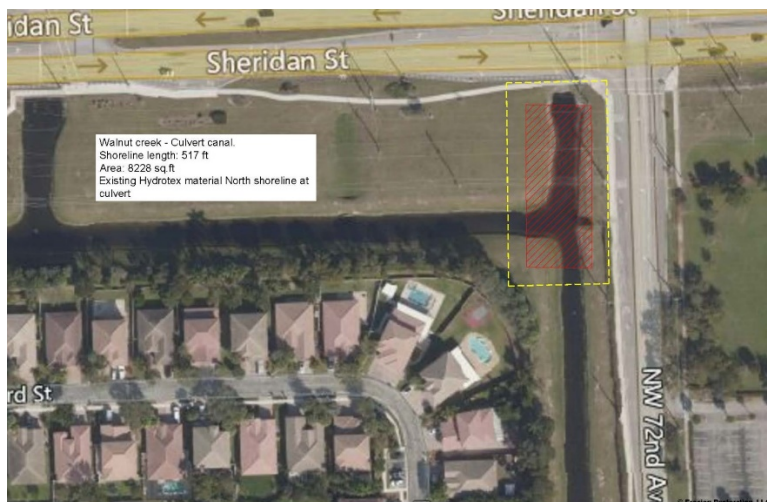
*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
d/b/a Erosion Restoration*

Should you have any questions regarding this matter please do not hesitate to contact our office. Again, thank you for the opportunity to offer this proposal, we are looking forward to working with you.

Landshore Enterprises, LLC is devoted to thoroughly study each individual project from every perspective and strive to perform the best possible design that solves your problem. We suggest that you may consult with our company for all future development and repair projects, in order to avoid predictable dangerous conditions and save money via preventative actions.

Landshore Enterprises, LLC is turn-key multi-discipline design-build environmental company which focuses on erosion issues using non-structural, bio-engineering and bio-technical methods for shoreline restoration, erosion control and coast protection.

Established more than a decade ago we employ civil, structural, geo-technical, surveying, environmental and other professionals, providing viable customized solutions and highest level of service through innovation in engineering design, advancement and patenting of materials, scientific research and development of new construction technologies.



## **Standard Paragraphs:**

The Standard Form of Agreement between **Walnut Creek Community Development District**, further referred as “**Client**” and Landshore Enterprises, LLC for technical-engineering services related to construction, design-built services and professional services for Professional Services as published by the National Society of Professional Engineers, The American Consulting Engineers Council and The American Society of Civil Engineers shall govern all aspects, disputes and responsibilities with respect to this contract Document EJCDC E-500, latest edition.





# Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
d/b/a Erosion Restoration*

All technical-engineering services, design-built (D-B) services or professional services requested by the Client or government agencies having jurisdiction, which are not specifically outlined in the contract, or requested by the Client as a revision in the scope of the Project will be performed by contract addendum at an agreed upon price or the same will be accomplished at the contract's hourly rates.

It is understood that the selection decision for a contract award may be based on the best value to the Owner from the combination of quality, management expertise, and price, but not necessarily the lowest price or on the lowest priced, technically acceptable proposal.

Design by the D-B contractor usually takes place before and sometimes during construction activities in the D-B contract. When a design is being developed concurrent with construction activities, this is called the "fast-track" approach. The fast-track approach is commonly used to combine design and construction time, which results in the project being completed in a shorter time period. Fast-track approach allows the D-B contractor to design portions of the work, start construction on those designs completed, and continue work while reviewing and designing other portions of the work.

In the Design-Build process, final design solutions are provided by the D-B contractor, not the Client, since the main goal of D-B contract is to ensure the adequacy and quality of desired construction, which were built into the selection criteria during alternative bid evaluation process.

Any additions and/or deletions to the scope of work shall be presented in writing by Landshore Enterprises, LLC and executed by both the Client and Landshore Enterprises, LLC.

Hourly services as stipulated in this contract shall be performed at the company's prevailing rates for the duration of the work efforts associated with this Project. The following rates presently apply:

Professional Engineer	\$190.00/Hour
Design Engineer	\$150.00/Hour
CAD Operator	\$100.00/Hour
Construction Administration	\$ 70.00/Hour

Landshore Enterprises, LLC is not responsible for the means, methods, techniques, sequences and procedures of construction selected by another contractor. It is also not responsible for any failure of another contractor to comply with laws, regulations, ordinances, codes or orders applicable to contractor's furnishing and performing the work proposed by Landshore Enterprises, LLC.

Measurements of lake depth and location data and its further graphical interpretation by Landshore Enterprises, LLC using Geographic Information System (GIS) and its precision and accuracy are limited to the same of the reference information, methods and instruments used. It is understood that information will be collected by



# Landshore Enterprises, LLC

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Landshore Enterprises, LLC at the request of the Client, for his/her personal use such as providing more accurate estimate and submittal to the government agencies may require different standard or format.

Although every reasonable attempt will be made to present data as accurate as possible Landshore Enterprises, LLC makes no guarantees concerning its measuring, findings or any irregularities of the lake bottom or other parts of this project. By accepting this proposal or distributing information depicted on any plans and documents prepared by Landshore Enterprises, LLC to other parties the recipient hereby agrees to indemnify and hold Landshore Enterprises, LLC harmless and to waive to the fullest extent permitted by law any claim resulting from damages, losses and expenses, including attorneys' fees arising out of or resulting from usage of this information, or cause of action of any nature against Landshore Enterprises, LLC.

## **Project Limitations:**

The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines.

Unless specifically hired to obtain all necessary permits - Landshore Enterprises, LLC will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

## **Casus Fortuitous:**

Neither the Client nor Landshore Enterprises, LLC will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, riots, civil or military authority, war, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control, except that the Client must pay for any services rendered.

## **Indemnification and Duty to Defend:**

Prior to the beginning of works outlined in this Contract, the Client shall be responsible to notify the owners and interested parties of all affected properties and utilities and receive their approval.

To the extent provided by law, the Client agrees to indemnify, defend, and hold harmless Landshore Enterprises, LLC and all of its officers, agents, employees, sub-contractors and consultants from any third-party claim, loss, damage, cost, charge, or expense during the performance of this Contract, whether direct or indirect and whether to any person or property to which Landshore® Enterprises, LLC or said parties may be subject.

Furthermore, the Client agrees to participate and associate with Landshore Enterprises, LLC in the defense and trial of any damage claim or suit and any related settlement negotiations, shall such arise - within fourteen (14) days of receipt by the Client notice of claim. This provision will continue to apply after the contract ends.



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Pursuant to section 558.0035, Florida statutes, an individual employee or agent may not be held individually liable for negligence.

## **Qualifications:**

Landshore Enterprises, LLC agrees that its staff and sub-consultants possess the necessary licenses required by the professional licensing boards having jurisdiction over the services to be provided and that when required, staff members possessing such licenses and qualified to perform the required services shall be assigned to this project.

## **Intellectual Property Rights:**

It is understood that all sketches and calculations, including price quotations which are submitted for this proposal, based on assumptions made by Landshore Enterprises, LLC and data derived from information provided by the Client and public sources – is confidential and will not be shared or distributed to other parties without the written consent of Landshore Enterprises, LLC. All drafting and technical work performed by Landshore Enterprises, LLC or its sub-consultants is hereby declared an intellectual property and protected under copyright law.

After all payments to Landshore Enterprises, LLC will be made in full in accordance to this contract, by virtue of “work for hire” doctrine outlined in Section 101 of the 1976 Copyright Act – Intellectual Property Rights are transferred to the Client who thereby accepts all responsibility and full liability for further use of all printed documents and data.

Please note that State of Florida has a broad public records law under Florida Chapter 119. All state, county, and municipal records are open for personal inspection and copying by ANY person. Landshore Enterprises, LLC hereby disclaim all liability arising from improper usage of its information for any other purposes except from what it was specifically intended and any damages, loss or harm to public welfare that such application or interpretation may possibly cause to the Client or third parties.

## **Permit and Submittal Fees:**

Our contract fees do not include any permit application or processing fees that may be assessed by the governmental agencies having jurisdiction. The total cost of these fees shall be the Client’s responsibility.

## **Outside Service and Reproduction Fees:**

The stipulated contract fees do not include the cost of printing, copies, photo processing, long distance phone calls or the services of outside parties. These fees are separate charges, which shall be approved in writing by the Client and invoiced as direct charges.

## **Certificate of Merit:**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Landshore Enterprises, LLC unless the Client has first provided Landshore Enterprises, LLC with a written



# Landshore Enterprises, LLC

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certification executed by an independent consulting engineer currently practicing in the same discipline as Landshore Enterprises, LLC and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care for the profession. This certificate shall be provided to Landshore Enterprises, LLC not less than thirty (30) days prior of the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

## **Client Termination Agreement:**

This Agreement may be terminated without cause but in good faith by either Landshore Enterprises, LLC or the Client. The party terminating the Agreement must provide written notice to the other party ten (10) days prior to the effective date of termination. In the event of termination, Landshore Enterprises, LLC shall be compensated for all services performed prior to the effective date of termination and shall provide the Client with all information acquired by and/or generated by Landshore Enterprises, LLC as a result of performing its contractual obligations, including but not limited to survey data, reports, specifications, plans, and results of soil sampling.

## **Assignability:**

The Client and Landshore Enterprises, LLC, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party, with respect to all covenants of this Agreement. Neither party hereto shall assign this Agreement without the written consent of the other party.

## **Attorney's Fees:**

The laws of the State of Florida shall govern all aspects of the parties' Agreement. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. It is also agreed that such arbitration or litigation take place in Broward County, Florida.

## **Cooperation and Project Understanding:**

To the extent requested by Landshore Enterprises, LLC, the Client shall make available to Landshore Enterprises, LLC all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic or hydrographic surveys, soil data including borings, field and laboratory tests, written reports, etc. The Client shall immediately transmit to Landshore Enterprises, LLC any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Landshore Enterprises, LLC performance of the Services. The Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Landshore Enterprises, LLC shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by the Client and



# Landshore Enterprises, LLC

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the Client shall indemnify Landshore Enterprises, LLC or its Consultants against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

The Client agrees to provide entry to the project site for Landshore Enterprises, LLC employees and consultants with proper identification for the purposes outlined in this contract. Lock-out charges will be assessed on an hourly basis for any delay exceeding one hour.

### **Non-Solicitation and Hiring of Employees:**

To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Landshore Enterprises, LLC or any person employed by Landshore Enterprises, LLC within the prior twelve month period without the prior written consent of Landshore® Enterprises, LLC. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Landshore Enterprises, LLC. Therefore, in the event that the Client should breach this provision and without limiting any other remedy that may be available to Landshore Enterprises, LLC, the Client shall pay to Landshore Enterprises, LLC a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

### **Invoicing and Payment:**

Landshore Enterprises, LLC will submit invoices on a monthly basis during the progress of work under this contract as a proration of the services completed to date. In some cases, invoicing may occur upon completion of a phase of the project or completion of the project. Retainers, when required, will be deducted from the final payment for the Project.

Payment for services is due upon receipt of invoice and shall be made within 15 days of receipt of invoice. If payment is not received in 30 days from the date invoiced, Landshore Enterprises, LLC reserves the right to cease all work on the Project. After 60 days of non-payment, we will exercise the right to file a lien against the project.

The Client agrees to pay for any costs of collection, including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

Landshore Enterprises, LLC shall not be liable to the Client or any third party for claims arising from suspension and termination of work due to the Client's failure to provide timely payment.

Any charges held to be in dispute shall be called to our attention within fifteen (15) days of receipt of invoice and the Client and Landshore Enterprises, LLC shall work together in good faith to resolve their differences. If a portion of the invoice is disputed within 15 days, the Client shall be obligated to pay the undisputed portion of the invoice. If unable to resolve differences in thirty (30) days, Landshore Enterprises, LLC shall have the right to suspend or terminate service.



# Landshore Enterprises, LLC

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If the proposed services and fees are acceptable, please affix the signature of a duly authorized officer in the space provided, and provide requested information for our records and return an executed copy to this office. Your request for services is greatly appreciated.

The undersigned signatories acknowledge that they are duly authorized to sign and bind the party for whom they are signing for. The undersigned signatories further acknowledge that their actions and signatures have been approved by the corporation or other legal entity for whom they are acting or signing.

Sincerely,  
Landshore Enterprises, LLC

\_\_\_\_\_  
**Signature**

**Proposal Acceptance:**  
**The stated fees, conditions and terms are accepted. Payment for services will be made as stipulated above. You are authorized to perform the work specified.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name, Title**

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



# Landshore Enterprises, LLC

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

September 17, 2024

**Walnut Creek Community Development District**

**Attn.: Ms. Gloria Perez, District Manager**

1800 NW 76TH Ave  
Pembroke Pines, FL, 33024

Dear Ms. Perez,

Thank you for allowing Landshore Enterprises, LLC (d/b/a Erosion Restoration, LLC) to offer construction layout and technical-engineering services limited to research and evaluation of current condition with the purpose of construction estimate in accordance to Chapter 472.003(3)(c) of Florida Statutes. Pursuant to your request we prepared a proposal which includes the following items.

**Erosion and Sedimentation Control Plan for approximately 517' of shoreline of Canal located along NW 72<sup>nd</sup> Avenue extending north towards Sheridan Street, as described in South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 06-02659-P, located in Pembroke Pines, FL - subject to approval by government agencies having jurisdiction.**

Note: any work in wetlands, flowage easements, preserves, mitigation areas, conservation areas, compensation areas, buffer impact areas and littoral zone may be entirely avoided or partially restricted at sole discretion of Landshore Enterprises, LLC.

The last survey was performed on May 16, 2022. If soil movement or field changes occurred that materially affect the proposed designed from July 15, 2022, then:

- A. Revise cross sections, in state plane coordinates and datum.
- B. Estimate volumes of in-situ material.
- C. Provide a revision detailing the additional materials required and the cost associated with the updated plans.

**Items A to C, base fee ..... \$1,000.00**

We will begin work within two weeks of acceptance of this proposal pending receipt of retainer of \$500.00. The cost for this work shall not exceed **One Thousand Dollars (\$1,000.00)**. Should you require services on this project beyond this scope of supply, we would revise this proposal to include items you may add or at your discretion we are available on a time and material basis.

Besides construction services outlined above we will be happy to provide you with professional services in civil, structural, geotechnical, surveying, legal and any other disciplines on an hourly basis or by a separate contracts – if it will become necessary based on our initial observations of existing situation on-site or if specifically requested in writing by yourself or by the government agencies having jurisdiction. All permit/application/review fees or separate charges accessed by the government shall be paid by the Client/Owner.



# Landshore Enterprises, LLC

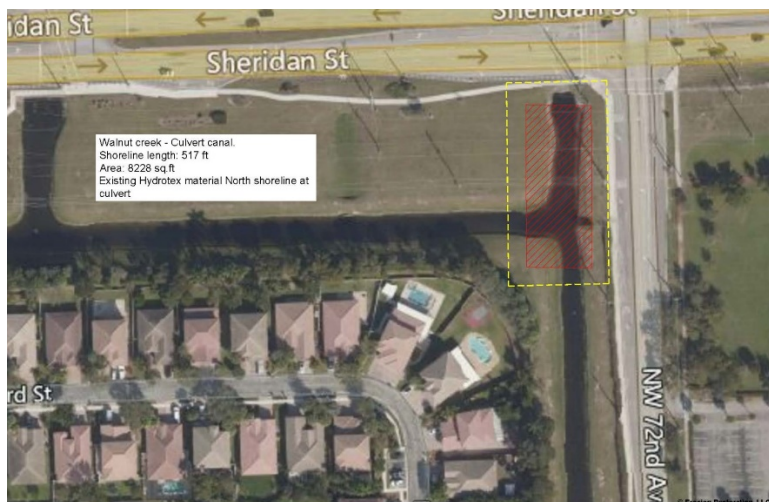
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Should you have any questions regarding this matter please do not hesitate to contact our office. Again, thank you for the opportunity to offer this proposal, we are looking forward to working with you.

Landshore Enterprises, LLC is devoted to thoroughly study each individual project from every perspective and strive to perform the best possible design that solves your problem. We suggest that you may consult with our company for all future development and repair projects, in order to avoid predictable dangerous conditions and save money via preventative actions.

Landshore Enterprises, LLC is turn-key multi-discipline design-build environmental company which focuses on erosion issues using non-structural, bio-engineering and bio-technical methods for shoreline restoration, erosion control and coast protection.

Established more than a decade ago we employ civil, structural, geo-technical, surveying, environmental and other professionals, providing viable customized solutions and highest level of service through innovation in engineering design, advancement and patenting of materials, scientific research and development of new construction technologies.



## **Standard Paragraphs:**

The Standard Form of Agreement between **Walnut Creek Community Development District**, further referred as “**Client**” and Landshore Enterprises, LLC for technical-engineering services related to construction, design-built services and professional services for Professional Services as published by the National Society of Professional Engineers, The American Consulting Engineers Council and The American Society of Civil Engineers shall govern all aspects, disputes and responsibilities with respect to this contract Document EJCDC E-500, latest edition.





# Landshore Enterprises, LLC

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All technical-engineering services, design-built (D-B) services or professional services requested by the Client or government agencies having jurisdiction, which are not specifically outlined in the contract, or requested by the Client as a revision in the scope of the Project will be performed by contract addendum at an agreed upon price or the same will be accomplished at the contract's hourly rates.

It is understood that the selection decision for a contract award may be based on the best value to the Owner from the combination of quality, management expertise, and price, but not necessarily the lowest price or on the lowest priced, technically acceptable proposal.

Design by the D-B contractor usually takes place before and sometimes during construction activities in the D-B contract. When a design is being developed concurrent with construction activities, this is called the "fast-track" approach. The fast-track approach is commonly used to combine design and construction time, which results in the project being completed in a shorter time period. Fast-track approach allows the D-B contractor to design portions of the work, start construction on those designs completed, and continue work while reviewing and designing other portions of the work.

In the Design-Build process, final design solutions are provided by the D-B contractor, not the Client, since the main goal of D-B contract is to ensure the adequacy and quality of desired construction, which were built into the selection criteria during alternative bid evaluation process.

Any additions and/or deletions to the scope of work shall be presented in writing by Landshore Enterprises, LLC and executed by both the Client and Landshore Enterprises, LLC.

Hourly services as stipulated in this contract shall be performed at the company's prevailing rates for the duration of the work efforts associated with this Project. The following rates presently apply:

Professional Engineer	\$190.00/Hour
Design Engineer	\$150.00/Hour
CAD Operator	\$100.00/Hour
Construction Administration	\$ 70.00/Hour

Landshore Enterprises, LLC is not responsible for the means, methods, techniques, sequences and procedures of construction selected by another contractor. It is also not responsible for any failure of another contractor to comply with laws, regulations, ordinances, codes or orders applicable to contractor's furnishing and performing the work proposed by Landshore Enterprises, LLC.

Measurements of lake depth and location data and its further graphical interpretation by Landshore Enterprises, LLC using Geographic Information System (GIS) and its precision and accuracy are limited to the same of the reference information, methods and instruments used. It is understood that information will be collected by



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## **Project Limitations:**

The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines.

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## **Casus Fortuitous:**

Neither the Client nor Landshore Enterprises, LLC will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, riots, civil or military authority, war, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control, except that the Client must pay for any services rendered.

## **Indemnification and Duty to Defend:**

Prior to the beginning of works outlined in this Contract, the Client shall be responsible to notify the owners and interested parties of all affected properties and utilities and receive their approval.

To the extent provided by law, the Client agrees to indemnify, defend, and hold harmless Landshore Enterprises, LLC and all of its officers, agents, employees, sub-contractors and consultants from any third-party claim, loss, damage, cost, charge, or expense during the performance of this Contract, whether direct or indirect and whether to any person or property to which Landshore® Enterprises, LLC or said parties may be subject.

Furthermore, the Client agrees to participate and associate with Landshore Enterprises, LLC in the defense and trial of any damage claim or suit and any related settlement negotiations, shall such arise - within fourteen (14) days of receipt by the Client notice of claim. This provision will continue to apply after the contract ends.



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Pursuant to section 558.0035, Florida statutes, an individual employee or agent may not be held individually liable for negligence.

## **Qualifications:**

Landshore Enterprises, LLC agrees that its staff and sub-consultants possess the necessary licenses required by the professional licensing boards having jurisdiction over the services to be provided and that when required, staff members possessing such licenses and qualified to perform the required services shall be assigned to this project.

## **Intellectual Property Rights:**

It is understood that all sketches and calculations, including price quotations which are submitted for this proposal, based on assumptions made by Landshore Enterprises, LLC and data derived from information provided by the Client and public sources – is confidential and will not be shared or distributed to other parties without the written consent of Landshore Enterprises, LLC. All drafting and technical work performed by Landshore Enterprises, LLC or its sub-consultants is hereby declared an intellectual property and protected under copyright law.

After all payments to Landshore Enterprises, LLC will be made in full in accordance to this contract, by virtue of “work for hire” doctrine outlined in Section 101 of the 1976 Copyright Act – Intellectual Property Rights are transferred to the Client who thereby accepts all responsibility and full liability for further use of all printed documents and data.

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Our contract fees do not include any permit application or processing fees that may be assessed by the governmental agencies having jurisdiction. The total cost of these fees shall be the Client’s responsibility.

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## **Certificate of Merit:**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Landshore Enterprises, LLC unless the Client has first provided Landshore Enterprises, LLC with a written certification executed by an independent consulting engineer currently practicing in the same discipline as



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Landshore Enterprises, LLC and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care for the profession. This certificate shall be provided to Landshore Enterprises, LLC not less than thirty (30) days prior of the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

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This Agreement may be terminated without cause but in good faith by either Landshore Enterprises, LLC or the Client. The party terminating the Agreement must provide written notice to the other party ten (10) days prior to the effective date of termination. In the event of termination, Landshore Enterprises, LLC shall be compensated for all services performed prior to the effective date of termination and shall provide the Client with all information acquired by and/or generated by Landshore Enterprises, LLC as a result of performing its contractual obligations, including but not limited to survey data, reports, specifications, plans, and results of soil sampling.

## **Assignability:**

The Client and Landshore Enterprises, LLC, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party, with respect to all covenants of this Agreement. Neither party hereto shall assign this Agreement without the written consent of the other party.

## **Attorney's Fees:**

The laws of the State of Florida shall govern all aspects of the parties' Agreement. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. It is also agreed that such arbitration or litigation take place in Broward County, Florida.

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# Landshore Enterprises, LLC

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The Client agrees to provide entry to the project site for Landshore Enterprises, LLC employees and consultants with proper identification for the purposes outlined in this contract. Lock-out charges will be assessed on an hourly basis for any delay exceeding one hour.

## **Non-Solicitation and Hiring of Employees:**

To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Landshore Enterprises, LLC or any person employed by Landshore Enterprises, LLC within the prior twelve month period without the prior written consent of Landshore® Enterprises, LLC. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Landshore Enterprises, LLC. Therefore, in the event that the Client should breach this provision and without limiting any other remedy that may be available to Landshore Enterprises, LLC, the Client shall pay to Landshore Enterprises, LLC a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

## **Invoicing and Payment:**

Landshore Enterprises, LLC will submit invoices on a monthly basis during the progress of work under this contract as a proration of the services completed to date. In some cases, invoicing may occur upon completion of a phase of the project or completion of the project. Retainers, when required, will be deducted from the final payment for the Project.

Payment for services is due upon receipt of invoice and shall be made within 15 days of receipt of invoice. If payment is not received in 30 days from the date invoiced, Landshore Enterprises, LLC reserves the right to cease all work on the Project. After 60 days of non-payment, we will exercise the right to file a lien against the project.

The Client agrees to pay for any costs of collection, including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

Landshore Enterprises, LLC shall not be liable to the Client or any third party for claims arising from suspension and termination of work due to the Client's failure to provide timely payment.

Any charges held to be in dispute shall be called to our attention within fifteen (15) days of receipt of invoice and the Client and Landshore Enterprises, LLC shall work together in good faith to resolve their differences. If a portion of the invoice is disputed within 15 days, the Client shall be obligated to pay the undisputed portion of the invoice. If unable to resolve differences in thirty (30) days, Landshore Enterprises, LLC shall have the right to suspend or terminate service.



# Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
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If the proposed services and fees are acceptable, please affix the signature of a duly authorized officer in the space provided, and provide requested information for our records and return an executed copy to this office. Your request for services is greatly appreciated.

The undersigned signatories acknowledge that they are duly authorized to sign and bind the party for whom they are signing for. The undersigned signatories further acknowledge that their actions and signatures have been approved by the corporation or other legal entity for whom they are acting or signing.

Sincerely,  
Landshore Enterprises, LLC

\_\_\_\_\_  
**Signature**

**Proposal Acceptance:**

**The stated fees, conditions and terms are accepted. Payment for services will be made as stipulated above. You are authorized to perform the work specified.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name, Title**

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



10718 NW 53rd St. Sunrise, Florida 33351  
 Office (954) 748-1306 Facsimile (954) 748-5998  
 acrystal@bellsouth.net • www.crystalpoolservicesinc.com

QTY.	MATERIAL	PRICE	AMOUNT
	<b>East WaterFall:</b>		
	Various areas need Cement		
	at Rock Grout Joints / No Void.		
		1250. -	
	<b>Guard House WaterFall:</b>		
	Various Areas Need Cement		
	at Rock Grout Joints / No Void.		
		850. -	
	<b>West Waterfall:</b>		
	Various areas need Cement		
	at Rock Grout Joints, use Block		
	at hole at Center Basin &		
	Fiber mesh at Void at EAST Basin		
	Repair 1 Cracked Rock	2900. -	

DATE 10-4-2024

NAME **Walnut Creek**

ADDRESS **1800 NW 76 Avenue**

CITY **Dunbarville Fl 33024** PHONE **179238**

SCHEDULED DAY AM  PM  NEEDS OK

ALL DAY  OK'D BY

NON SERVICE  ORDER BY BALANCE BILLABLE  ROUTE# DAY

DESCRIPTION OF WORK

**Repair Grout Joints at Rocks For All 3 Water Falls.**

TOTAL MATERIAL		
TOTAL LABOR		
TAX	0	

**Thank You** PAY THIS AMOUNT  **5,000. -**

X

Approved

# FELIX CLEAN SERVICES, LLC.

Office Phone: (786) 389-6522

## Proposal/Contract

Customer & Address: Walnut Creek Community Development District  
1800 NW 76 AVE  
Pembroke Pines, FL

We hereby submit specifications and estimates for:

- Sand-Limerock (about 4yds) to fill (and compact) the areas under & between the waterfall rocks, to secure stability of the rock's waterfall structure. Once the holes are filled it will be sealed with a cement compound.
- 1 year warranty.

Labor and Parts	-----	\$ 4,700.00
7% Tax	-----	N/A
<b>Total</b>	-----	<b>\$ 4,700.00</b>

## ACCEPTANCE OF PROPOSAL

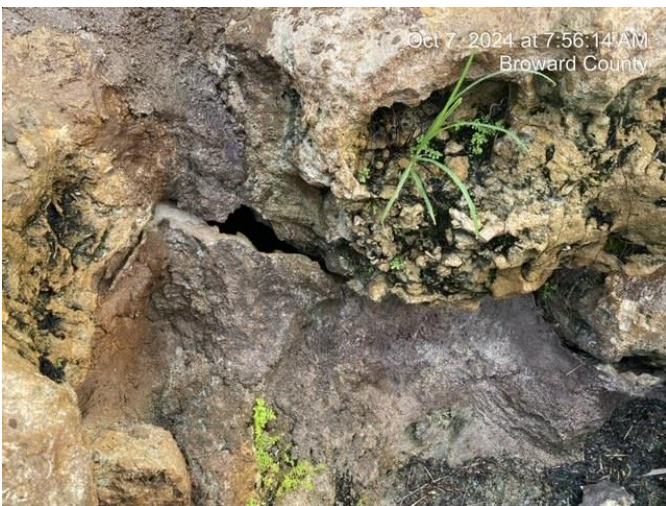
Name (and Title): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

FELIX CLEAN SERVICES, LLC.: \_\_\_\_\_





**SERVICE AGREEMENT  
(Pest Control)**

**THIS SERVICE AGREEMENT** (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

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

**KJC FUMIGATION LLC**, a limited liability company, having its principal address as 16155 SW 117<sup>th</sup> Ave, Suite B5, Miami, Florida 33177 and its mailing address as 21332 SW 129<sup>th</sup> CT, Miami, Florida 33177 (the “Contractor”).

**RECITALS**

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

**WHEREAS**, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, has the authority and responsibility for the two (2) guardhouses located within the District; and

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

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

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

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

**Section 2. Services.**

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

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

including, but not limited to:

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

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

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

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

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

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

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

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

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

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

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

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

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

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

A. District agrees to pay the Contractor an annual amount of **Eight Hundred Forty Dollars and 00/100 (\$840.00)** (the "Contract Amount") for the Work provided under this Agreement and the accompanying Proposal. Contractor shall invoice the District in the amount of One Hundred Forty Dollars and 00/100 (\$140.00) after each bi-monthly service is completed.

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

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

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

**Section 6. Termination.** Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

## **Section 7. Insurance.**

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

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

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

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

## **Section 8. Indemnification.**

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

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

other Employee Benefits Acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Attorney's Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

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

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

**Section 22. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

**Section 23. Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

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

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

**CONTRACTOR:**                **KJC Fumigation LLC**  
16155 SW 117<sup>th</sup> Ave, Suite B5  
Miami, Florida 33177  
Attention: Mayira R Tirador

Except as otherwise provided in this agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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



venue lying in Broward County, Florida.

**Section 26. Public Records.**

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

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

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

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

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH, FLORIDA 33410  
TELEPHONE: (786) 347-2711  
EMAIL: gperez@sdsinc.org**

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

**Section 28. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against either party.

**Section 29. Effective Date.** This Agreement shall be effective as of September 20, 2024, nunc pro tunc.

**Section 30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**Section 31. E-Verify.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the

Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**Section 32. Scrutinized Company Certification.** Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
  - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    - ii. Have a material business relationship involving the supply of military equipment, or
    - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    - iv. Have been complicit in the genocidal campaign in Darfur.
  - 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**Section 33. Responsible Vendor Determination.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor’s, vendor’s, or service provider’s social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**Section 31. Anti-human trafficking Affidavit.** Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

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

**WALNUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_ day of \_\_\_\_\_, 2024

WITNESSES:

**CONTRACTOR:**

**KJC FUMIGATION LLC**, a limited liability company

\_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

**EXHIBIT A**

**Proposal**



# PEST CONTROL WORK ORDER

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

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

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

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

Walnut Creek CDD

NAME TELEPHONE EMAIL

1800 NW 76 Ave, Pembroke Pines, FL 33024

ADDRESS TO BE SERVICED

BILLING ADDRESS

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

### Proposal

KJC Solution - Ants, Roaches, Silverfish, Spiders (No Contract)

BOTH SERVICES WILL BE \$140 BI-MONTHLY

Fleas and Ticks.

KJC Regular Pest Control - Ants, Roaches, Silverfish, Spiders

Fleas and Ticks (One year agreement).

Rodent Control & Exclusion Service.

Special Services - 30 days guarantee only.

Commercial Monthly Service.

KJC Combination Service (Lawn & Pest Control).

**YOUR SCHEDULED MONTH AS INDICATED:**

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

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

KJC FUMIGATION LLC

09/09/2024

REPRESENTATIVE SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

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

FOR OFFICE USE ONLY

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with \_\_\_\_\_ Community Development District (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DATE: \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ for \_\_\_\_\_ (name of Nongovernmental Entity).

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Personally Known OR  
Produced Identification

\_\_\_\_\_  
Type of Identification Produced

## Assignment and Consent Agreement

This Assignment and Consent Agreement (the "Agreement") is made and entered into as of September 24, 2024 (the "Effective Date") by and among Randy Gillman Enterprises, LLC, a Florida limited liability company, d/b/a Randy's Holiday Lighting, whose principal address is 3718 Interstate Park Rd N, Riviera Beach, Florida 33404 ("Assignor"), Stallion Equities LLC, a Florida limited liability company, d/b/a Randy's Holiday Lighting, whose principle address is 8134 NW 47<sup>th</sup> Terrace, Miami, Florida 33266 ("Assignee"), and Walnut Creek Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pembroke Pines, Broward County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District").

### 1. Assignment of Contract

Assignor hereby assigns, transfers, and conveys to Assignee all rights, obligations, responsibilities, and interest in and to that certain Services Agreement (Holiday Landscape Lighting) between Assignor and District, effective September 6<sup>th</sup>, 2022, a copy of which is attached hereto as Exhibit A (the "Contract").

### 2. Assumption of Obligations

Assignee accepts the assignment of the Contract and agrees to assume and perform all duties, obligations, and responsibilities of Assignor under the Contract. Assignee agrees to be bound by all terms and conditions applicable to the Contract.

### 3. Release of Obligations and Indemnification

Upon the Effective Date of this Agreement, Assignor is released from all obligations, liabilities, claims, and responsibilities related to the Contract. Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any and all claims, demands, actions, or liabilities arising from or related to the Contract or the performance thereof from the Effective Date of this Agreement.

Assignor hereby agrees to protect, indemnify and save harmless the District from and against any and all claims, actions, suits and other legal proceedings, and from and against any and all losses, claims, demands, liabilities, damages, costs, charges, counsel fees and other expenses which the District may, at any time, sustain or incur by reason of or in consequence of or arising out of any failure by Assignor to meet any obligation to Assignee, together with all reasonable expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach; provided, however, that Assignor shall not have any obligation to indemnify the District in respect of any liability incurred by the District arising solely out of the gross negligence or willful misconduct of the District.

### 4. Consent

In accordance with Section 14. of the Contract, District acknowledges and consents to the assignment of the Contract from Assignor to Assignee and agrees that the assignment shall not affect any rights or obligations under the Contract.

### 5. Representations and Warranties

- **Assignor** represents and warrants that it has the authority to assign the Contract and that the assignment will not breach any agreement or violate any laws. Assignor further represents and warrants that, as of the Effective Date, all obligations and liabilities related to the Contract have been transferred to Assignee.
- **Assignee** represents and warrants that it has the authority to assume the obligations related to the Contract and will perform them in accordance with the terms of the Contract.
- **District** represents and warrants that it has the authority to consent to this Agreement. **Page 93**



## 6. Notices

All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

- **ASSIGNOR:**  
Randy Gillman Enterprises, LLC  
d/b/a Randy's Holiday Lighting  
3718 Interstate Park Road North  
Riviera Beach, FL 33404  
randy@randysholidaylighting.com
- **ASSIGNEE:**  
Stallion Equities LLC  
8134 NW 47<sup>th</sup> Terrace  
Miami, FL 33166  
ravi@randysholidaylighting.com
- **DISTRICT:**  
Walnut Creek Community Development District  
2501A Burns Road  
Palm Beach Lakes, FL 33410  
Attn: District Manager

With a copy to:

**DISTRICIT COUNSEL:**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attn: Dennis E. Lyles, Esq.

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

## 7. Governing Law

This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

## 8. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

**9. Execution**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Consent Agreement as of the day and year first above written.

**Assignor:**

Rnady Gillman Enterprisies, LLC

By: Randy Gillman

Randy Gillman

Owner/ manager

**Assignee:**

Stallion Equities LLC

By: Ravi Bajaj

Ravi Bajaj

**District:**

Walnut Creek Community Development District

By: Gloria Perez

Gloria Perez, District Manager

**EXHIBIT A**  
**Contract**

**SERVICES AGREEMENT**  
**(Holiday Landscape Lighting)**

**THIS IS A SERVICES AGREEMENT (“Agreement”)**, dated the 6<sup>th</sup> day of September, 2022, between:

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

**RANDY GILLMAN ENTERPRISES, LLC**, a Florida Limited liability company, d/b/a **RANDY’S HOLIDAY LIGHTING**, whose principal address is 3718 Interstate Park Road, Riviera Beach, Florida 33404 (hereinafter “Contractor”).

WITNESSETH:

**WHEREAS**, the District desires to utilize Contractor under a contractual arrangement to improve the landscaping and streetscaping for three (3) holiday seasons starting the 2022-2023 holiday season, with holiday lighting and displays in accordance with the scope of work described in the Contractor’s proposal set forth in Estimate # 10956, dated August 5, 2022, attached hereto and incorporated herein as Exhibit A (“Scope of Work” or “Proposal”); and

**WHEREAS**, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to provide the services set forth in the Scope of Work, and has agreed to provide such services to the District upon the terms and conditions set forth herein.

**WHEREAS**, at a public meeting, the District Board of Supervisors authorized the proper District officials to execute this Services Agreement for Holiday Lighting.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

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

**Section 2. Duties.** The duties, obligations and responsibilities of Contractor are more particularly described herein and in the Scope of Work, attached hereto and incorporated herein as Exhibit A. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Included as part of the services to be provided by Contractor, but not limited to, are the following:

- a. Provide all labor and materials necessary to complete the Scope of Work except as specifically stated in the Scope of Work.
- b. Provide District with the materials set forth in the Scope of Work.

- c. Clean, store, and secure materials when not in use.
- d. All lights and materials shall be installed and fully operational by November 1<sup>st</sup> of each year of this Agreement, on a mutually agreed upon day.
- e. Contractor may begin removing the materials for cleaning and storage beginning on January 2 of each year of this Agreement to be completed by January 31 of each year of this Agreement. If Contractor is unable to remove or retake possession of the materials, District agrees, immediately upon demand, to assemble and deliver all the materials to Contractor in good working order and good condition, excepting only ordinary wear and tear, at the cost of Contractor.
- f. Provide service and continued maintenance to lights and materials while displayed and in accordance with the Scope of Work.
- g. Provide the services as described in Exhibit A and such other necessary services as are standard in the industry in order to perform under this Agreement.

All personnel provided by Contractor pursuant to this Agreement shall perform the Services hereunder in a professional manner, consistent with all state, local, and federal laws, rules, and ordinances. District may adjust the Scope of Services to be provided under this Agreement. In the event such adjustment in the Scope of Services results in additional labor or materials, Contractor shall first furnish District with a proposal for such additional work, which, if accepted by the District Board of Supervisors, shall become an amendment to this Agreement.

**Section 3. Compensation.** District shall pay to the Contractor the annual amounts set forth below, minus deductions for work/services removed from the Scope of Work for a particular year, due on the stated days and upon completion of the Scope of Work on an annual basis:

Contract Years	Annual Amount	Payable to Contractor
2022-2023	\$9,990*	50% deposit in September 2022 and final payment (remaining 50%) upon complete removal of lights and materials
2023-2024	\$9,990*	50% by 08/01/23, 50% by 01/30/24
2024-2025	\$9,990*	50% by 08/01/24, 50% by 01/30/25

\*unless program otherwise modified or reduced pursuant to Section 15.

Contractor shall provide the District with an invoice for deposit and upon completion of the Scope of Work for a particular year. All invoices are due and payable upon receipt. District, as a local government entity, is exempt from sales tax on this transaction. This Agreement is subject to the annual appropriation of funds by the District in accordance with the requirements of Chapter 190, Florida Statutes.

**Section 4. Contractor’s Acceptance of Conditions.** The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Scope of Work pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

**Section 5. Waiver.** It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with the terms of this Agreement and related Scope of Work, shall not operate as a

waiver by District of the strict compliance with any other terms and conditions of the Agreement and related work.

**Section 6. Indemnification.** Contractor agrees to so conduct its activities upon the premises as not to endanger any person lawfully thereon and agrees to indemnify and hold harmless the District, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out or in any way connected to activity or inactivity of Contractor and resulting or occurring from any negligent act, omission or error of Contractor, its agents, members or guests, resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted premises or improvements thereto, or arising from the use of said premises.

**Section 7. Insurance.** Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to District of compliance with the following insurance requirements:

- A. Commercial General Liability Insurance and Errors and Omission Insurance  
\$1,000,000 each occurrence, \$1,000,000 general aggregate
- B. Workers Compensation and Employers' Liability Insurance  
\$1,000,000 each occurrence
- C. Automobile Liability Insurance  
\$500,000 each occurrence

Contractor shall pay for and maintain, at Contractor's expense, such insurance throughout the term and any extended terms of this Agreement.

District shall be named as an additional named insured on all required policies of liability insurance.

**Section 8. Independent Contractor.** Neither the Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.

**Section 9. District Manager.** The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Scope of Work under this Agreement.

**Section 10. Term.** The performance of services under this Agreement shall commence upon the execution of this Agreement. The term of this Agreement shall be to cover three (3) years (three (3) consecutive holiday seasons), from the 2022 holiday season through the 2025 holiday season, unless sooner terminated in accordance with this Agreement. This Agreement may be extended upon the mutual agreement of the parties for an additional period of three (3) years. This Agreement is subject to the annual appropriation of funds by the District in accordance with the requirements of Chapter 190, Florida Statutes, and Florida law.

**Section 11. Agreement.** This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

**Section 12. Electric.** District shall provide all necessary and suitable electrical connections and outlets required by Contractor for the installation of decorations as provided in the Scope of Work, at District's expense.

**Section 13. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor. Additional work may be added to the Agreement upon the mutual agreement of the parties which additional work shall be in the form of an Amendment to the Agreement.

**Section 14. Assignment.** This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

**Section 15. Termination.** District may terminate this Agreement for convenience and without any liability therefor by providing written notice to Contractor no later than September 1st of the contract year in which termination is to be effective. District may reduce the total program provided under this Agreement by up to ten (10%) percent, provided District provide written notice of such intention to Contractor prior to September 1st of any contract year in which the reduced program will be effective. District agrees that if the District terminates the Agreement for convenience prior to the expiration of its full three (3) year term, the District agrees to pay the Contractor \$1,110.00, which consists of the ten (10%) discount being provided by the Contractor. If the District terminates the Agreement for cause, which is solely determined by the District, the District will not pay any additional amounts to the Contractor in exchange for the ten (10%) discount. Upon any termination of this agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

**Section 16. Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

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

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

**B. If to Contractor:** Randy Gillman Enterprises, LLC  
d/b/a Randy's Holiday Lighting  
3718 Interstate Park Road  
Riviera Beach, Florida 33404  
Attn: Randy Gillman, President

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

**Section 17. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

**Section 18. Enforcement of Agreement.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

**Section 19. Controlling Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Palm Beach County, Florida.

**Section 20. Sovereign Immunity.** The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

**Section 21. Public Records.**

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



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

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

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

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

**Section 22. Definitions.** Terms used in this Agreement that are defined in the Request for Proposal shall have the meanings indicated therein.

**Section 23. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**Section 24. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**Section 25. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**Section 26. Conflict.** To the extent that there is a conflict with respect to any provisions of this Agreement or Exhibit A, the provisions in the main body of this Agreement shall govern over Exhibit A.

**Section 27. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**Section 28. Emergency Response.** Contractor shall immediately respond and take necessary reasonable action in the event of an impending hurricane or other weather-related event or a declared state of emergency. Immediate response shall mean that Contractor shall provide sufficient staff, equipment, vehicles, and supplies necessary to provide protection to District property and the public from any damages or injury. It is not the intent of this section to require Contractor to remove all lights in the event of an impending hurricane or weather-related event.

**Section 29. Acts of God.** In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings,

mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

**Section 30. Responsibility for Losses.** Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. District shall orally notify Contractor of any loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by District, whichever is later, and shall notify Contractor in writing within ten (10) days of such loss occurring or having been discovered by District.

**Section 31. Prior Agreements.** Upon full execution by the parties, this Agreement shall replace any and all prior agreements, contracts, proposals, and purchase orders between the parties, and all such prior agreements, contracts, proposals, and purchase orders shall be canceled and, with the exception of any indemnification and insurance provisions, of no further effect upon the Effective Date of this Agreement.

**Section 32. E-Verify.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**Section 33. Damage to District Property.** The Contractor will be held responsible for the care, protection, and condition of all work performed pursuant to this Agreement and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of sodded areas owned or maintained by the District, resulting from Contractor's performance of the Scope of Work or otherwise occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its employees, agents, subcontractors, or suppliers.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

*Gloria Perez*

Gloria Perez, District Manager, on behalf of the Chair, pursuant to motion authorizing signature, at a meeting of the Board of Supervisors on August 16, 2022

9 day of Sept., 2022

WITNESSES:

CONTRACTOR:

RANDY GILLMAN ENTERPRISES, LLC, a Florida limited liability company, d/b/a RANDY'S HOLIDAY LIGHTING

*[Signature]*

Luis Colon  
[PRINT NAME OF WITNESS]

Patricia Maza  
[PRINT NAME OF WITNESS]

By: *Randy Gillman*  
Randy Gillman, President  
6th day of September, 2022

(CORPORATE SEAL)



**EXHIBIT A**  
**SCOPE OF WORK – PROPOSAL**



3718 Interstate Park Rd N  
Riviera Beach, FL 33404

# Estimate

Date	Estimate #
8/5/2022	10956

<b>Name / Address</b>
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848

<b>Ship To</b>
95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

<b>Terms</b>	<b>Rep</b>	<b>Account #</b>	<b>Project</b>
Net 30	RG		

Description	Qty	Cost	Total
*****CUSTOMER HAS REQUESTED THAT WE INSTALL OUR PHOTOCCELL TIMERS ON ALL OUTLETS REGARDLESS OF WHETHER OR NOT THEY ARE CONTROLLED BY AN IN-HOUSE TIMER OR PHOTOCCELL - MAKE SURE TO INSTALL OUR TIMERS ON ALL OUTLETS & SET THEM DUSK TO DAWN***** Timer is on entrance side behind waterfall. Guardhouse is on a photocell behind the guardhouse. Timers charge 58' TRUCK NEEDED FOR THIS INSTALLATION INSTRUCTIONS: (ENTER INTERSECTION INFO & ZIP CODE) OR (JOB ADDRESS) BELOW INTO GPS FOR DETAILED DIRECTIONS: TAFT ST & NW 76TH AVE TAFT ENTRANCE (EAST SIDE): Outline 2 signs on East side on entrance with 35' of WARM WHITE LED C-7 lights per sign White wire C-7 stringer (12" spacing) cost per foot C-7 WARM WHITE LED bulbs (for C-7 stringer)	25	18.00	450.00T
Light multi trunked Phoenix Reclinata Palm with 30 sets of COAXIAL WARM WHITE LED mini lights Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	70 70	2.00 2.00	140.00T 140.00T
TAFT ENTRANCE (CENTER): Light trunks & fronds of 8 Medjool Palms (4 on each side) with 32 sets of COAXIAL WARM WHITE LED mini lights each (18 fronds to be lit per tree)	30	25.00	750.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

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

**Signature** \_\_\_\_\_

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



3718 Interstate Park Rd N  
Riviera Beach, FL 33404

# Estimate

Date	Estimate #
8/5/2022	10956

<b>Name / Address</b>
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848

<b>Ship To</b>
95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

<b>Terms</b>	<b>Rep</b>	<b>Account #</b>	<b>Project</b>
Net 30	RG		

Description	Qty	Cost	Total
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	256	25.00	6,400.00T
Scatter light 8 planter beds with 45 sets of COAXIAL WARM WHITE LED mini lights located at each Medjool Palm (5 or 6 sets per planter)			
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	45	23.00	1,035.00T
TAFT ENTRANCE (GUARD HOUSE): Outline the roofline edge of guard house with WARM WHITE LED C-7 lights (250')			
White wire C-7 stringer (12" spacing) cost per foot	250	2.00	500.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	250	2.00	500.00T
INSTRUCTIONS: (ENTER INTERSECTION INFO & ZIP CODE) OR (JOB ADDRESS) BELOW INTO GPS FOR DETAILED DIRECTIONS: SHERIDAN ST & NW 76TH AVE SHERIDAN ENTRANCE: Outline the roofline edge of guard house with WARM WHITE LED C-7 lights (60')			
White wire C-7 stringer (12" spacing) cost per foot	60	2.00	120.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	60	2.00	120.00T
Outline road sign with WARM WHITE LED C-7 lights (35')			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

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

**Signature**

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



3718 Interstate Park Rd N  
Riviera Beach, FL 33404

# Estimate

Date	Estimate #
8/5/2022	10956

<b>Name / Address</b>
Walnut Creek Community Development Distri C/O Special District Services, Inc. 1800 NW 76th Ave, Pembroke Pines, FL 3302 786-347-2711, 786-985-8848

<b>Ship To</b>
95 south, exit Sheridan St. and go west make a left on 441 (state Rd. 7), then make a R on Taft Street, go a little more than a mile, make a R into Walnut Creek, after guard, first R, first L

<b>Terms</b>	<b>Rep</b>	<b>Account #</b>	<b>Project</b>
Net 30	RG		

Description	Qty	Cost	Total
White wire C-7 stringer (12" spacing) cost per foot	35	2.00	70.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	35	2.00	70.00T
Light lower bushes in front of sign and around entire median with 35 sets of COAXIAL WARM WHITE LED mini lights			
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	35	23.00	805.00T
BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	0	0.00	0.00
10% discount for 3 year contract - Customer agrees to spend not less than 90% of the first year contract price over the next three (3) years in exchange for a 10% discount each of the 3 years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Randy's Holiday Lighting the amount of the discount given each of the prior years. Cancellation must occur in writing no later than September 1st of each year, prior to their job being scheduled, or the customer will be obligated for the full amount of the contract for that year. (YEAR 1 OF 3)	1	-1,110.00	-1,110.00T
*Set-up, maintenance, take-down and storage is included. Maintenance is included from November 15th through January 2nd. Repairs outside of that time will cost extra. Lights can be left up until the end of January at no additional charge. Lights to be left up beyond that time will incur additional charges. All greens (trees, wreaths, garland, menorahs, etc.) must come down by January 15th. Any greens left up beyond January 15th at the	0	0.00	0.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS,  
YOUR SATISFACTION IS GUARANTEED.

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>Total</b>

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

**Signature**

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com





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<b>Terms</b>	<b>Rep</b>	<b>Account #</b>	<b>Project</b>
Net 30	RG		

Description	Qty	Cost	Total
<p>customers request, will incur additional charges.            *Estimates are valid for only 30 days.            *All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job.            *All prices are for leased product, unless otherwise noted.            ***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFIs. There is no way to prevent GFI protected outlets or breakers from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. Please have someone check them each evening to ensure that power is going to the lights.            *Electrical receptacles are necessary for each area to be lit.            *All trees &amp; palms must be substantially pruned by September 15th or a minimum of 60 days prior to your turn-on date, failure to do so will result in pruning charges.            *Hot glue is the only effective way to attach lights to concrete or stucco surfaces and some residue may be left once the lights are removed. We will make every effort to minimize the leftover residue and damage that may occur when removing the lights but the customer may have to make some repairs to the concrete/stucco surfaces after the lights have been removed. Randy's Holiday Lighting will not be responsible for repairing these surfaces if they become damaged during removal.            *INSTALLATION DATES are booked upon receiving your signed contract and a 50% deposit.            *Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing.            Removal of all greens (Xmas trees, garland, wreaths, menorahs, etc). is done between January 2nd and January 15th.            *Randy's Holiday Lighting reserves the right to use pictures of the above listed decor in promotional material.</p>			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

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

**Signature** \_\_\_\_\_

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



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<b>Terms</b>	<b>Rep</b>	<b>Account #</b>	<b>Project</b>
Net 30	RG		

Description	Qty	Cost	Total
<p>*All damages or theft to lights and decorations that we have no control over, i.e. vandalism, theft, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be billed as an additional charge to the customer. In the event of a disaster (i.e. hurricane, tornado, etc.) damaged lights/decorations or lights that must be reinstalled will be charged to the customer.</p> <p>*All lights are attached by staples and this pricing reflects using staples. If, for any reason, we cannot use staples, there will be an upcharge for alternate methods of attaching lights.</p> <p>*It is necessary many times to drive our trucks on sidewalks in order to install holiday lights but we will not be responsible for any damage our trucks may do to the sidewalks. If you do not want our trucks to drive on your sidewalks, you must notify us in writing.</p> <p>* Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the county of Palm Beach and the State of Florida, respectively</p> <p>*Randy's Holiday Lighting must be allowed to install lights up to 60 days prior to your turn on date. The lights will remain unplugged until your turn on date, we will ensure that your lights work properly on that date.</p> <p>*We realize that your Holiday lighting is important, if your lights are not working properly or changes need to be made regarding the decorations, please call Randy's cell phone (561-452-8766) to request repair service. We guarantee to repair or replace them within 48 hours upon notice of the problem. <b>**LICENSED &amp; INSURED**</b></p>			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.	<b>Subtotal</b>	\$9,990.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$9,990.00

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

**Signature** \_\_\_\_\_

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



## COAXIAL CONNECTOR LIGHTS INFORMATION SHEET

Beginning the 2020 holiday season our company will be exclusively using coaxial connection light sets for all customers that are no longer under contract with us. For those customers that are still under contract (with the old pricing) we will continue to use the Edison plug connection light sets. However, any customers that wish to make the changeover before their contract ends can switch to the coaxial connection lights but there will be a price increase. Please let us know if that is something you would like to do. Below is some information about the differences between the coaxial connection light sets and Edison plug connection light sets.



COAXIAL CONNECTION



COAXIAL CONNECTION



COAXIAL CONNECTION LIGHT SETS



EDISON PLUG CONNECTION

COAXIAL CONNECTION LIGHTS INFORMATION SHEET (CONT.)

As you can see there is a significant difference between the two types of connections, however the lights are exactly the same high-quality lights. The reason we have decided to switch over to the coaxial connection lights is because of their durability in bad weather but especially for any jobs that are near the coast (the salt spray has caused many failures). 2019 was a particularly wet holiday season so that exacerbated the problems but regardless we feel that the coaxial connection lights will perform much better than the Edison plug lights. Also, with the coaxial connection lights we were able to eliminate the rectifiers (small soldered connections) from the light strings which will make them even more dependable.

Now you may be wondering if the Edison plug lights are any good and how much more do the coaxial connection lights cost. The Edison plug lights are fine, we have been using them for 20 years and they have performed very well for us, however over time technology changes and new products come out and we need to change as well. For most customers you will see about a 10% increase in pricing, but you will probably see about a 50% drop in failure rate, especially if you have GFI outlets. The coaxial lights will not eliminate GFI trips completely, however they will reduce the number of GFI trips significantly.

If you have any questions or would like to discuss anything in this information sheet, please email or call me anytime.

Sincerely,

Randy Gillman  
[randy@randysholidaylighting.com](mailto:randy@randysholidaylighting.com)  
[www.randysholidaylighting.com](http://www.randysholidaylighting.com)  
5621-845-8000 (office)  
561-452-8766 (cell)

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with \_\_\_\_\_ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DATE: \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ for \_\_\_\_\_ (name of Nongovernmental Entity).

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Personally Known OR  
Produced Identification

\_\_\_\_\_  
Type of Identification Produced









# WC Assignment\_Consent with Req Affidavit (Holiday Lighting Services Agreement) 2024-09-24

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Gloria Perez (gperez@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT-mGh2vKhXcnPL3cyyEOIWLxaRb4H54

## "WC Assignment\_Consent with Req Affidavit (Holiday Lighting Services Agreement) 2024-09-24" History

-  Document created by Gloria Perez (gperez@sdsinc.org)  
2024-09-24 - 4:10:57 PM GMT
-  Document emailed to Randy Gillman (randy@randysholidaylighting.com) for signature  
2024-09-24 - 4:12:05 PM GMT
-  Email viewed by Randy Gillman (randy@randysholidaylighting.com)  
2024-09-24 - 4:27:34 PM GMT
-  Document e-signed by Randy Gillman (randy@randysholidaylighting.com)  
Signature Date: 2024-09-24 - 4:28:04 PM GMT - Time Source: server
-  Document emailed to Ravi Bajaj (ravi@randysholidaylighting.com) for signature  
2024-09-24 - 4:28:08 PM GMT
-  Email viewed by Ravi Bajaj (ravi@randysholidaylighting.com)  
2024-09-24 - 4:28:20 PM GMT
-  Document e-signed by Ravi Bajaj (ravi@randysholidaylighting.com)  
Signature Date: 2024-09-24 - 4:28:42 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-24 - 4:28:42 PM GMT

# SHEKINAH FENCE SERVICES LLC



LIC #20BS00378  
 shekinahfence@gmail.com  
 SHEKINAHFENCESERVICESLLC.COM  
 786-339-6754

# Estimate

Estimate No: 6476  
 Date: 09/05/2024

For: Pembroke Pines Walnut Creek  
 rgalvis@sdsinc.org, Gperez@sdsinc.org  
 WC SHERIDAN AND 72 AV  
 (786) 413-7150

Description	Quantity	Rate	Amount
INSTALLATION OF 400 LINEAR FT OF PRIVACY GREEN SCREEN FOR CHAIN LINK 6 FT AND GATES .	1	\$2,565.00	\$2,565.00

Subtotal	\$2,565.00
TAX 0%	\$0.00
<b>Total</b>	<b>\$2,565.00</b>

**Total                      \$2,565.00**

### Comments

PAYMENT TERMS :  
 PAYMENT TERMS :  
 ZELLE PAYMENT TO : 954-709-9761  
 ACH PAYMENT INFORMATION IS INCLUDED  
 PAYMENT IN FULL WHEN FENCE INSTALLATION IS COMPLETE

### Terms and Conditions

ACCEPTANCE OF PROPOSAL  
 THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPETED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS UNDERLINED ABOVE.  
 QUOTE IS ONLY VALID FOR 15 DAYS  
 STAFF MEMBERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND PIPE'S, LINE'S AND CABLE'S.

**\*Approval details on second page...**

*R.G.*

---

SHEKINAH FENCE  
SERVICES LLC

---

Client's signature

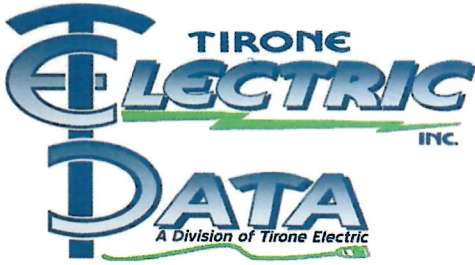
- Approved on September 5th, 2024, by Chairperson Ross.
- COIs requested **must be provided before the commencement of any job.**
- Wind Vents must be made on the fabric, once installed.

*Ronald Galvis*

Ronald Galvis - Field Operations Manager  
Walnut Creek CDD.







6151 PEMBROKE RD  
 HOLLYWOOD, FL 33023  
 MIAMI-DADE (305) 625-2600  
 BROWARD (954) 989-7162  
 FAX (954) 894-0334

EC0000345 / EC0003059

TIRONE-ELECTRIC.COM

09/13/2024

Time & Material  
 6D24-143

**Walnut Creek Community Development.**

7900 NW 20<sup>th</sup> Street  
 Pembroke Pines, FL 33024

**RE: Pole Light Retrofit**

In accordance with your request, Tirone Electric proposes to furnish all necessary labor, tools and supervision for a complete and operational installation to the above referenced project as per our on-site review and as per the following listed qualifications.

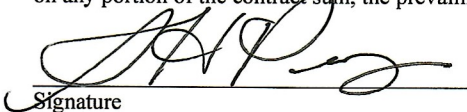
1. Retrofit (2) light pole by Taft Street guard house and one by Sheridan St. entrance.
2. Troubleshooting power issues will incur additional charges.
3. This quote includes (3) LED bulbs, additional material will be charged separately if needed.
4. Labor and material warrantied for 1 year from date of installation.
5. Excessive loss of time due to delays of access to site will incur additional charges.

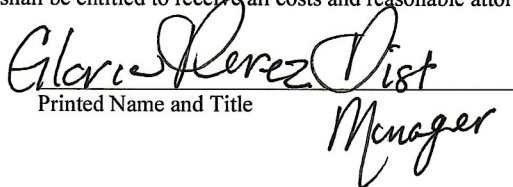
**Time and Material Service not to exceed the listed price without customer approval:**

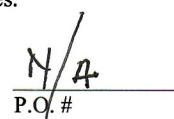
**Five Hundred Eighty Fifty Dollars .....\$585.00**


Approved and Accepted:

The above prices, specifications and conditions are accepted. Tirone Data is authorized to do the work as specified. Payments will be made as outlined above payable by cash, check or charge. In the event a lien or other legal measures are commended to secure payments on any portion of the contract sum, the prevailing party shall be entitled to receive all costs and reasonable attorney fees.

  
 Signature

  
 Printed Name and Title  
 Gloria Perez Dist Manager

  
 P.O. #

  
 Ralph Bombardiere  
 Service Manager



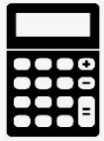
## Walnut Creek CDD Report & Census

SEPTEMBER 1ST 2024 – SEPTEMBER 30TH 2024

 **18,921** entries processed overall (up 3,848)

- 3,837 entries were QR Invites (up 847).
- 4,487 entries were residents (up 1,503).
- 791 entries were residents using QR invites.

*This averages out to...*



- 630 visitors per day
- 26 visitors per hour

## Walnut Creek CDD Report & CENSUS

 **683** Units have/are using the new App (up 24)

 **214** Units are not using the new App

 **3,247** Total Residents in the system (down 15)

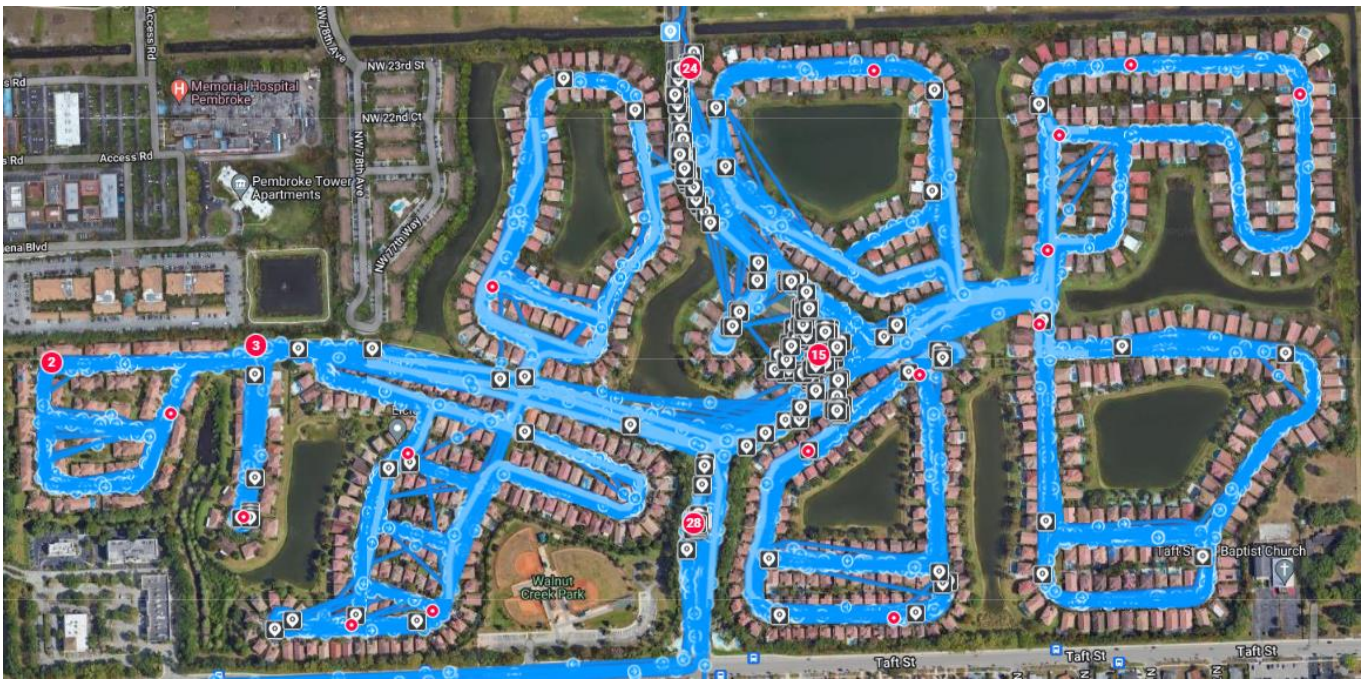
 **3,089** Total Residents Vehicles in the system (up 15)

 **5,650** Total Permanent Visitors in the system (up 117)



## Rover Performance

### MOVEMENT MAP (SEPTEMBER 1<sup>ST</sup> – SEPTEMBER 30<sup>TH</sup> 2024)



**NOTE: COMPARED TO LAST MEETING, IDLING HAS BEEN CONFINED TO ENTRY POINTS & CLUBHOUSE**

### MISC. STATISTICS

- Vehicle utilization rate – 90.1%
- Vehicle idling time – 16.3% (avg of 10 mins/hour)

A dashcam has now been installed in the rover patrol vehicle! This allows us to:

- Ensure the safety and well-being of our staff
- Gather valuable information in the event of an accident
- Elevate our ability to monitor the rover and ensure they are alert and complying with their duties.



## **Walnut Creek**

**Pembroke Pines, Florida**

## **Sheridan Street**

**Remote Entrance Gates Control**

**Exit Plate Cameras**

**Confidential Proposal**

**October 7, 2024**

**Regions Security Services  
1100 NW 72nd Ave  
Miami, FL 33126  
(305) 517-1266  
[www.RegionsSecurity.us](http://www.RegionsSecurity.us)  
[technology@RegionsSecurity.us](mailto:technology@RegionsSecurity.us)**

## About Us

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



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



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



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

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

## Hanwha Advanced Video Surveillance



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



## WAVE Intelligent Video Management Software



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



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



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



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



## Video Professional Security Camera System

Description	QTY
-------------	-----

**Lenovo Dedicated Video Management Server**

**1**



Intel Xeon Processor, 16GB RAM DDR4 SDRAM (max 64GB), Intel c256 Chipset, Linux Ubuntu on 512GB SSD, Surveillance Rated 8TB Data Storage Drive, RAID supported, Serial ATA/600, DVD Video Recordable, HD Graphics board to manage video, Gigabit Ethernet.

**Hanwha Wave Intelligent Video Management System (PRO License)**

**2**



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

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

**2**



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

**Equipment Installation Services**



Installation of vehicle plate cameras, programming and current equipment migration to new video server. Includes all cabling, materials, labor, cable terminations and certifications. Does not include any electrical work, city permits, engineering plans, permit processing costs or fees.

**Exit Lanes - Vehicle Plate Camera Decoding - Total \$ 5,634.00**  
 (Plus, Applicable Sales Tax)

ACCEPT: Customer Initials \_\_\_\_\_

## Virtual Guard Remote Gate Control

Description	QTY
-------------	-----

**Axis Network Relay Module**

**1**

**Custom Relay Processor and Software**

**1**

**Electronic Enclosure**

**1**



6 I/Os with supervised inputs and configurable levels, 1 form C relay, 12 and 24 V DC output PoE or 12 and 24 V DC input, Based on Axis open platforms - VAPIX® and ACAP, Network Door Controller reacts on inputs and trigger actions, supports VAPIX and AXIS Cameras.

**Equipment Installation Services**



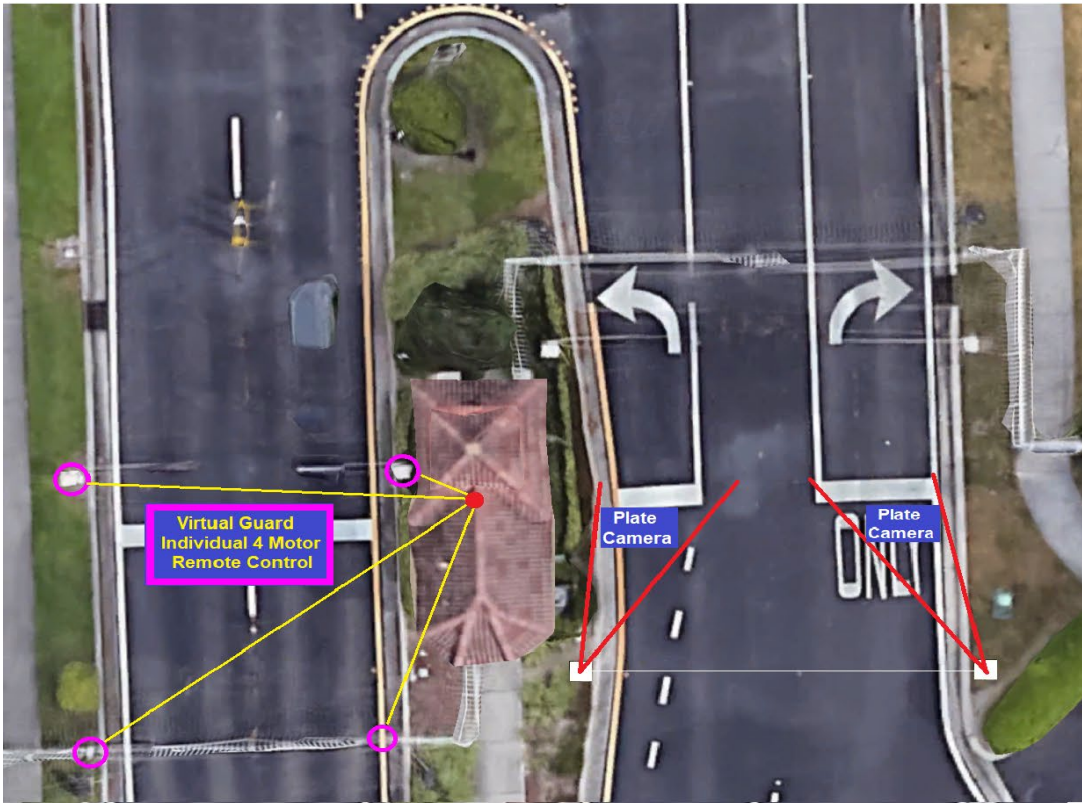
Installation of new switch, cameras, brackets and housings. Includes all new cables, materials, labor, cable terminations and certifications. Includes wiring as required for each camera. Does not include any city permits, engineering plans, processing costs or fees.

**Remote Gate Control – Four Gate Motors - Total \$ 3,512.00**  
 (Plus, Applicable Sales Tax)

ACCEPT: Customer Initials \_\_\_\_\_



**Recommended Camera Locations**

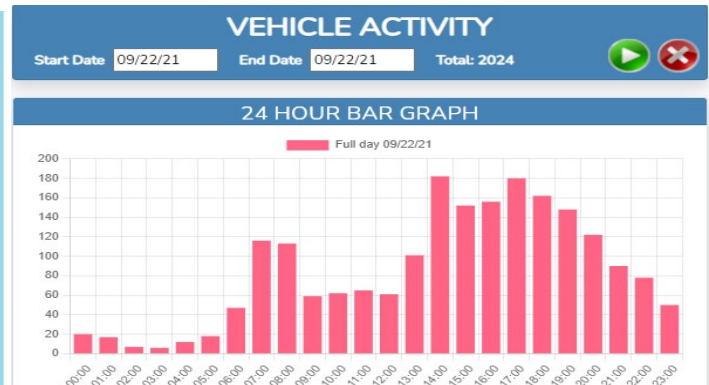


# Vehicle Plate Management

## Decoding (Tag - Color - Make - Class)



Residential communities and commercial buildings can now improve surveillance services with new advanced technology that captures and decodes data in real-time for vehicles entering any facility, even at high speeds. The system will decode each license plate, vehicle class, make, and color. All captured data and images are automatically saved in the Cloud to allow for smart playback. The information is stored for 6 months and can be searched by vehicle tag number, class, make and color. Once the target vehicle is found, the images can be retrieved. Providing this information to the proper authorities, can deliver results that are hard to attain otherwise without vehicle intelligent software. Regions does not guarantee that all license plates will be readable by the system, especially if they are blocked in some way, missing or damaged. Consumer acknowledges that license plates which are "unreadable" is due to no fault of the system. Consumer should have a back-up system in place for those occasions when a plate cannot be read accurately.



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

DISPLAY HISTORY Items Per Page

PLATE	COLOR	MAKE	TYPE	OPEN	DATE	TIME
BITJ64	GRAY	MITSUBISHI	SEDAN	YES	09/24/21	12:44
DPAP07	GRAY	MINI	SEDAN	YES	09/24/21	12:33

## PlateTrak Decoding Application and Cloud Services

### PlateTrak System Monthly Service Cost



- Option 1 \$ 164.00/ Month For One Camera**
- Option 2 \$ 144.00/ Month For Two Cameras**
- Option 3 \$ 124.00/ Month For Three or More Cameras**

## Project Terms

### Payments Schedule:

- Payment 1: 50% Deposit With Purchase Agreement**
- Payment 2: 50% With Project Completion**
- Delivery: 7-10 Working Days from Purchase Order**

## Regions Equipment Warranty



Regions will repair or replace any new equipment sold and installed for a period of One Year, including labor. Equipment Warranty excludes accidents, vandalism, theft, water, lightning, fire damage, intrusion, abuse, misuse, any casualty, unauthorized repair service, modification, or any other cause beyond the control of Regions Security, including interruption of electrical power or internet service.

Billable Services: Weekdays 8AM-5PM: \$188 per hour. After-hours & holidays: \$225 per hour, minimum 2 hours.

# Purchase Agreement

Regions Security Services (**Regions**) located at 1100 NW 72nd Avenue; Miami Florida 33126 by its acceptance agrees to sell, and the customer listed below (“Customer”) agrees to purchase, under the terms and conditions of this agreement, the items listed in this proposal.

**I. DELIVERY**

Regions shall deliver equipment, software and services in accordance with the installation schedule mutually agreed to by Regions and Customer.

**II. RISK OF LOSS OR DAMAGE**

During the period, the equipment is in transit or in Regions Security possession, up to and including the Date of Delivery and Physical Installation of said equipment, Regions Security and its insurers relieve the Customer of responsibility of all risks of loss or of damage to the equipment. Regions will maintain ownership of all equipment until final payment is received.

**III. TERMS OF PAYMENT** Regions Security shall issue an invoice covering the Equipment sold pursuant to this agreement. A 50% deposit will be required with the execution of this contract. Final balance payment with project completion. Regions Security shall include and procure all applicable taxes.

**IV. INSTALLATION**

Prior to shipment of the Equipment to the Customer’s premises, Customer shall prepare its premises by providing all necessary space and an installation schedule during normal working hours to allow Regions Security to complete all work in a timely manner.

**V. SOFTWARE LICENSE AGREEMENT**

In consideration of the mutual promises contained herein and in the purchase between the Customer and Regions Security, the parties agree as follows: All third-party software and source code is installed only to be used in the designated equipment on the condition that the customer agrees to the terms of all installed Software License Agreements. These licenses cover all software programs supplied by Regions Security developed by any third party and distributed under license by Regions Security. The licenses are for unlimited use and for an indefinite period on the same equipment. These licenses can only be transferred to equipment which is replacing original equipment.

**VI. WARRANTY**

Commencing on the date of installation and continuing for a period of 12 months, Regions Security agrees to provide, at no additional charge, labor to keep the equipment in, or restore equipment to, good working order. Parts will be furnished on an exchange basis, and the replacement parts will become the property of Regions Security. The warranty service provided under this agreement does not ensure uninterrupted operation of the equipment. The warranties provided by Regions Security under this agreement do not include repairs of damage caused by failure to continually provide a suitable installation environment, accident, disaster, fire, flood, water, wind, lightning, power fluctuations, unauthorized third-party service, force of nature or war. Manufacturer’s warranties available beyond Regions original warranty period, are not included.

**VII. NON-SOLICITATION OF REGIONS SECURITY EMPLOYEES**

Customer agrees not to knowingly hire or solicit Regions Security employees without Regions Security written consent during performance of the agreement and for a period of 2 years after termination of the agreement.

**VIII. DISCLAIMER AND LIMITATION OF LIABILITY**

Regions Security will not be liable for lost profits or other consequential damages even if Regions Security has been advised of the possibilities of such damages, or for any claim against the Customer by any other party. The Customer acknowledges he has read this agreement, which includes the Regions Security Equipment Description and Price Configuration, understands all the terms, and agrees to be bound by its terms and conditions. Further, the Customer agrees that this document is a complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, between the parties related to the subject of this agreement.

**IX. LEGAL REMEDIES**

In the event of a dispute concerning any of the terms and condition of this Agreement and/or a breach of the Agreement, the prevailing party will be entitled to recover reasonable attorney’s fees. All legal proceedings shall be conducted in the county of Miami-Dade County, in the State of Florida.

\_\_\_\_\_  
BUSINESS NAME (Customer)

\_\_\_\_\_  
CONTRACT NUMBER                      CONTRACT  
DATE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
INSTALLATION DATE

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

\_\_\_\_\_  
DEPOSIT AMOUNT

\_\_\_\_\_  
CUSTOMER REPRESENTATIVE / TITLE

\_\_\_\_\_  
REGIONS SECURITY REPRESENTATIVE / TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE