

# WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

### **BROWARD COUNTY**

REGULAR BOARD MEETING MARCH 18, 2025 6:00 P.M.

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

www.walnutcreekcdd.org

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

### AGENDA WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Walnut Creek Clubhouse 7500 NW 20<sup>th</sup> Street Pembroke Pines, Florida 33024

#### REGULAR BOARD MEETING

March 18, 2025 6:00 p.m.

A.	Cal	l to Order							
B.	Pro	of of PublicationPage 1							
C.	Est	ablish Quorum							
D.	Additions or Deletions to Agenda								
E.	Coı	mments from the Public for Items Not on the Agenda							
F.	Ap	proval of Minutes							
	1.	January 21, 2025 Regular Board Meeting Minutes							
G.	Adı	ministrative Matter							
	1.	Financial Update							
H.	Nev	v/Additional Business							
	1.	Iguana Control Report							
	2.	Consider Approval of Crystal Pools Work Order 176521, for the Replacement of the Pentair Sand Filtration System at the West Waterfall							
	3.	Discussion Regarding the Epoxy 5000 Finish at the East & West Waterfall Ponds							
	4.	Consider Approval of Allstate Resource Management Fish Stocking Proposal							
	5.	Consider Approval of Stormwater Management Proposal for the Cleaning of Stormwater  Drainage Structures							
	6.	Consider Approval of Arking Solutions Proposal for the Taft Street Visitor Gate Trap System ProjectPage 45							
	7.	Consider Approval of Landscaping RFP Bid Package Prepared by Earth Advisors							
	8.	CAS Report on Newly Identified Lake 10 Shoreline Erosion							
	9.	Consider Approval of Resolution No. 2025-02 – Approving a Proposed Budget for FY 2025/2026Page 97							
	10	. Consider Approval of Resolution No. 2025-03 – Redesignating CDD Checking Account SignersPage 122							
I.	Rat	cification & Approvals (Actions to be taken collectively via one Motion)							
	1.	Crystal Pools Work Order 176437 for the Replacement of the Sump Pump at the West WaterfallPage 123							
	2.	Florida Fire Backflow Plumbing Est 2990 for the Repairs to a Backflow							
	3.	Shekinah Fence Estimate 6543 for Fence Repairs at NW 72 Ave							
	4.	Shekinah Fence Estimate 6552 for Fence Repairs at NW 72 Ave							
J.	Sec	urity Systems/Services							
	1.	Region's Security Report							
	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)							

	3.	Mr. Castro Disputing the Gate Damages Inv. 20251003, for the Incident of Feb. 19, 2025					
K.	Ole	d Business					
L.	L. Additional Staff Updates/Requests						
	1.	Attorney					
	2.	District Manager					

- M. Additional Board Member/Public Comments
- N. Adjourn

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#### **SUN-SENTINEL**

#### **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

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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

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Kelline Rellins

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 DEVEL-OPMENT 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 09/30/2024 7701258

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING JANUARY 21, 2025

#### A. CALL TO ORDER

District Manager, Gloria Perez, called the January 21, 2025, Regular Board Meeting of the Walnut Creek Community Development District (the "District") to order at 6:01 p.m. in the Walnut Creek Clubhouse located at 7500 NW 20<sup>th</sup> Street, Pembroke Pines, Florida 33024.

#### **B.** PROOF OF PUBLICATION

Proof of publication was presented that the notice of the Regular Board Meeting had been published in the *Sun Sentinel* on September 30, 2024, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

#### C. WELCOME AND SEAT BOARD MEMBERS

Mrs. Perez welcomed and seated incumbent Zalman Kagan to Seat #4 who qualified/unopposed with a term expiring in November 2028.

Mrs. Perez then welcomed and seated Benjamin Kroker to Seat #5 who was elected to a 4-year term via the November 5, 2024, General Election process, whose term expires in November 2028.

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

Mrs. Perez, as Notary Public in the State of Florida, administered the Oath of Office to Zalman Kagan and Benjamin Kroker. The Supervisors were provided with the Financial Disclosure Form-1 (2024 Form-1) information. Mrs. Perez also provided the newly appointed Supervisors with information regarding "Government in the Sunshine Law," public records and conflicts of interest, along with information on the workings and benefits of a CDD and the responsibilities and duties of Board Members. Key elements were reviewed.

#### E. ESTABLISH A QUORUM

Mrs. Perez determined that the attendance of the following Supervisors constituted a quorum, and it was in order to proceed with the meeting: Chairperson Betty Ross, Vice Chairman Benjamin "Ben" Kroker and Supervisors Allan Beckmann, Zalman Kagan and Igor Fateyev.

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

Others present included: Messrs. Rivero, Ruiz and Rubio of Regions Security; Ms. Moisa, Walnut Creek Association Property Manager; and several members of the public.

Supervisor Ross announced her resignation from Seat #2, effective as of this evening, and also provided District management with her written resignation letter. Ms. Ross went on to make a recommendation of appointing Dr. Chin to the vacant Board seat.

The Board and staff thanked Ms. Ross for services on the Board and to the community.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and unanimously passed accepting Betty Ross's resignation from Seat No. 2, effective January 21, 2025, and simultaneously declaring a vacancy in Seat No. 2.

Consider Appointment to Board Vacancy

#### **SEAT # 2**

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev appointing Dr. Pauline Chin to fill the vacancy and unexpired term of office in Seat No. 1, which term expires in 2026. It was noted that Dr. Chin would be provided with her oath of office once all documentation of the position's requirements had been confirmed. The **MOTION** carried 3 to 1 with Mr. Kroker dissenting.

Shortly after, Dr. Chin provided all the necessary documentation.

Administer Oath of Office & Review Board Member Responsibilities and Duties

Mrs. Perez, as Notary Public in the State of Florida, administered the Oath of Office to <u>Dr. Pauline Chin.</u> The Supervisor was provided with the Financial Disclosure Form-1 (2024 Form-1) information for online filing. Mrs. Perez also provided the newly appointed Supervisor with information regarding "Government in the Sunshine Law," public records and conflicts of interest, along with information on the workings and benefits of a CDD and the responsibilities and duties of Board Members. Key elements were reviewed.

#### F. ELECTION OF OFFICERS

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

Supervisor Kagan **nominated** Allan Beckmann for Chairperson and Supervisor Chin seconded; Supervisor Beckmann **nominated** Supervisor Kagan for Vice Chair and Supervisor Kroker seconded. The **nominations** passed unanimously.

The following slate of Officers was elected:

- Chairperson Allan Beckmann
- Vice Chairperson Zalman Kagan
- Assistant Secretary Igor Fateyev
- Assistant Secretary Benjamin Kroker
- Assistant Secretary Pauline Chin

- Secretary/Treasurer Gloria Perez
- Assistant Secretaries Armando Silva and Nancy Nguyen (District Managers with Special District Services, Inc., in Mrs. Perez's absence)

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

#### G. ADDITIONS OR DELETIONS TO THE AGENDA

Mrs. Perez noted for the record that the previously used recorder had been failing and as of the last meeting, it was determined to no longer work and that some of the recordings had been lost as a result of the failure of the device. She noted that she had purchased a new recorder for the District.

Supervisor Fateyev requested to add an agenda item under Security L.1.c to address the issue with the "Sheridan Street Entrance/West Side pedestrian gate, not working as intended."

Mrs. Perez announced that an agenda item had been added to Security under L.3 Request to Dispute Charges made by Fyaz Khan for Security Gate Damage pursuant to the Incident of December 11, 2024, at 12:31 PM.

#### H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA.

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

#### I. APPROVAL OF MINUTES

1. October 15, 2024, Regular Board Meeting

The minutes from the October 15, 2024, Regular Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Beckmann and unanimously passed approving the minutes of the October 15, 2024, Regular Board Meeting, as presented.

#### J. ADMINISTRATIVE MATTERS

#### 1. Financial Update

Financial Reports were presented in the meeting books, reviewed and 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 December 31, 2024, reflecting: \$2,606,915.57.

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

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

#### Improvements/Emergency Fund

As done in previous years, excess funds from the previous budget have been transferred to the Capital Improvements/Emergency Fund.

A breakdown was prepared by District management stating the following:

- September 30, 2024, Operating Account balance was \$511,604.
- Assuming that \$300,000 stays in the account, \$211,604 would be eligible to be transferred to the Improvements/Emergency Fund account at this time.

Once the S-8 Canal Project commences, the allocated funds for this project or any other items that may arise can be used.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously directing District management to transfer \$211.604.00 from the Walnut Creek CDD operating account to the Improvements/Emergency account.

#### K. NEW/ADDITIONAL BUSINESS

1. Consider Resolution No. 2025-01 – Registered Agent Change

Mrs. Perez presented Resolution No. 2024-07, entitled:

#### **RESOLUTION 2025-01**

A RESOLUTION OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously adopting Resolution No. 2025-01, as presented.

#### 2. Iguana Control Reports

The Iguana Control Reports were presented in the meeting materials and were reviewed by the Board:

Iguanas were removed from the following locations:

- 21 from the lakes and canals
- 21 from the Taft Street water features
- 42 Total

Mr. Galvis, the District's Field Operations Manager, noted that after the damage caused by iguanas on the west waterfall, he noticed their excrement in that particular area and met with Iguana Control's owner Tom Portuallo. After the meeting and inspection, Iguana Control committed to scheduling extra visits and special attention to the area at no additional cost to the District. Mr. Galvis confirmed that they had been providing the extra services and the tech was reporting directly to him while on the property.

#### 3. Consider Holiday Lighting Proposals

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Chin and passed unanimously approving the Stallion Equities d/b/s Randy's Holiday Lighting in the amount to of \$10,693 with a required 50% deposit and the agreement to include three (3) year automatic renewals at the same rate; further authorizing District Counsel to prepare an electronic approval amendment; and further authorizing District management to execute same on behalf of the District.

#### 4. Consider Extension to the Agreement with Crystal Pools

A MOTION was made by Supervisor Fateyev, seconded by Supervisor Kagan and passed unanimously approving an amendment to the agreement between he District and Crystal Pools extending the service agreement and providing for automatic renewals; further authorizing District Counsel to prepare an electronic approval amendment and authorizing District management to execute same on behalf of the District.

#### 5. Consider Proposal for Taft Street Visitor Gate Trap System Project

The Board requested TABLING this agenda item to the next meeting. They further requested that District management coordinate a meeting between Arking Solutions and Regions Security to ensure that this arm gate system being proposed by Arking Solutions and the methods of installation were acceptable and compatible with the existing system. They would additionally discuss the methods for the MOT for this project to ensure that the flow of traffic can be maintained.

#### 6. Landscaping and Irrigation

#### a. Review of Earth Advisors Landscaping Report

Presented in the meeting materials was the Earth Advisors Landscaping Report. Supervisor Kroker opened the discussion with a recommendation that the District take over the responsibilities for the District owned common areas landscaping and a discussion ensued.

#### b. Review of Eart Advisors Irrigation Report

Presented in the meeting materials was the Earth Advisors Irrigation Report.

## c. Discussion Regarding the Current Conditions of the District Common Area Landscaping and Irrigation

A **MOTION** was made by Supervisor Kroker authorizing District management to engage on behalf of the District the landscaping services within 60 days. The **MOTION** failed for the lack of a second.

A lengthy discussion ensued on the matter. Supervisor Beckmann requested that the Association manager forward to District management irrigation update reports every two (2) weeks.

The Board collectively directed District Counsel to Notice the Association.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kroker and passed unanimously approving an amount not to exceed \$5,000 to have Earth Advisors update the Walnut Creek CDD Landscape Bid Package.

#### d. Consider Earth Advisors Irrigation Wet Test and Mapping of System

This proposal was TABLED until requested.

## 7. Discussion Regarding Landshore Findings on Erosion & Sediment Control Plan for Canal Updated Survey and Plans

From: Miguel Reto <miguel@landshore.com> Sent: Monday, January 13, 2025 3:40 PM To: Gloria Perez <gperez@sdsinc.org>

**Cc:** Landshore Enterprises, LLC <info@landshore.com> **Subject:** Walnut creek - Re-evaluation of the canal

Hello Gloria,

Please consider this email as an informal update regarding the re-evaluation of the canal at the intersection of Sheridan Street and N 72nd Ave.

Landshore completed the survey of the canal on December 11, 2024. Since then, our team has reviewed the collected data and evaluated the changes over time. We noted some material loss and embankment shifting, though not to an extent that would necessitate a design update.

On another matter, Landshore observed the presence of nests along the shoreline and within the proposed staging area for the construction phase of this project. The nests along the shoreline may belong to gopher tortoises or another burrowing species. The nests in the staging area appear to be those of Florida burrowing owls, as indicated by the signage.

The presence of these nests complicates the proposed restoration of the area. We recommend that the community engage a wildlife environmental specialist to study the situation and provide guidance on how to proceed.

Landshore will provide an updated set of plans reflecting the changes observed in the embankment as well as these additional findings.

Best Regards,
Miguel Reto
Project Engineer/Estimator
Fort Lauderdale

Landshore Enterprises, LLC
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"

Mrs. Perez advised that Paul Kragh, the Director of Burrowing Owl Conservation for Project Perch, Inc., had visited the District and determined that the burrows next to the canal were all iguana burrows and no permit was required to remove them. The iguanas should be removed first in a humane manner.

He added that a new owl burrow was discovered and protected. The owl burrow is far from where the project would take place and would <u>not</u> require a nest removal permit. I have shared this information with Ms. Moisa so she may forward the same to the lawn crews along with the "Trim the Grass!!!" pdf to ensure that the proper services are provided and that the owls are protected appropriately.

## 8. Consider Ratification and Approval of Crystal Pools' Est. 178206 East Waterfall Filter Pump Motor

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Beckmann and passed unanimously approving the Crystal Pools Est. 178206 dated October 28, 2024, in the amount of \$1,463 for the east waterfall filter pump, as presented.

### 9. Consider Ratification and Approval of Hall Fountains East & West Waterfall Light Fixtures and Installations

It was noted that Hall Fountains had completed the pond lighting project on January 16, 2025, and Crystal Pools confirmed same on January 17, 2025. Eventually, we will need Hall Fountains to prepare a proposal to replace the submerged guardhouse pond lights and install ones similar to the Hall fountain lights in the west and east waterfalls.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Chin and passed unanimously ratifying and approval the Hall Fountains Quote #28594 dated October 25, 2024, in the amount of \$3,863 for the east and west waterfall light fixtures, as presented.

## 10. Consider Ratification and Approval of Regions' Est. 2024-1769 Sheridan Right Entrance Loop

The Board requested that District management add ratification considerations to the financial process and approve all of them in one MOTION versus individually, while still providing all of the backup as typically done.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Chin and unanimously passed ratifying and approving Regions Est. 2024-1769 dated November 12, 2024, in the amount of \$1,890 for the Sheridan right entrance loop, as presented.

## 11. Consider Ratification and Approval of Regions' Est. 2024-1778 Taft Resident Entrance LED Light Replacement

This was in response to Supervisor Kagan's request to have the LED lights, their replacements and the arms priced out.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Chin and passed unanimously ratifying and approving Regions Est. 2024-1778 dated November 18, 2024, in the amount of \$525 for the Taft resident entrance LED light replacement, as presented.

## 12. Consider Ratification and Approval of Shekinah Est. 6520 Fence Repairs along NW $72^{\rm nd}$ Avenue

A **MOTION** was made by Supervisor Kroker, seconded by Supervisor Fateyev and passed unanimously ratifying and approving the Shekinah Est. 6520 dated November 9, 2024, in the amount of \$1,756 for the fence repairs along NW 72<sup>nd</sup> Avenue, as presented.

## 13. Consider Ratification and Approval of Tirone Proposal 6D24-148 East & West Waterfall Breakers Replacement

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kroker and passed unanimously ratifying and approving Tirone Proposal 6D24-148 dated December 6, 2024, in the amount of \$575 for the east and west waterfall breakers replacement, as presented.

## 14. Consider Ratification and Approval of Tirone Proposal 6D24-150 Taft Guardhouse and Street Lighting Repairs

A **MOTION** was made by Supervisor Chin, seconded by Supervisor Kroker and passed unanimously ratifying and approving Tirone Proposal 6D24-150 dated January 3, 2025, in the amount of \$575 for the Taft guardhouse and streeting lighting repairs, as presented.

## 15. Consider Ratification and Approval of Tirone 6D24 – 209 Sheridan Street Light Fixture Replacement

The decorative (street) lamp to be replaced at the Sheridan entrance was a backorder item and is scheduled to be received on January 24, 2025. As soon as Trione has received it, they will schedule the installation.

A **MOTION** was made by Supervisor Kroker, seconded by Supervisor Chin and passed unanimously ratifying and approving Tirone 6D24-209 dated November 8, 2024, in the amount of \$2,555 for the Sheridan Street light fixture replacement, as presented.

#### L. SECURITY SYSTEMS/SERVICES

#### 1. Regions' Security Report

The Regions Security Report was presented in the meeting materials. Messrs. Riveros and Ruiz were available for any questions. There were none.

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

The Clock2Enter Access Systems upgrade was completed prior to the deadline and the District is now in compliance with this requirement.

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

Mr. Riveros advised that the Sheridan Street Pedestrian Gate Keypad System Project had been completed in November, 2024.

#### c. Sheridan Street Entrance/West Side Pedestrian Gate

This agenda item was added by Supervisor Fateyev.

"As of 01/19/2025 the Sheridan Street gate remains open, as the magnetic lock is not working. A number of residents have complained about this, apparently its been that way for a while. I remember during the last meeting I have mentioned this to the security vendor reps. I guess it fell through the cracks."

Regions responded to this issue noting that the app had recently been used to access via a pedestrian and that they would look into the matter.

The Board would like to add signs to be placed on the pedestrian and swing gates encouraging the use of the app. They were requested that a proposal for the signage and its installation be presented at the next meeting. Regions will provide a proposal.

Regions was asked to provide a quote for license plate recognition for both the Resident and Visitor Lanes at the Taft Street entrances. Proposals will be presented at the next meeting.

#### 2. Security Administrator Updates and Reports

#### a. Gate Maintenance/Service Report

The report was provided via handout.

#### b. Invoice Report

The report was provided via handout.

#### c. Incident Report

The report was provided via handout.

The Board agreed that the above noted reports be provided via handout at future meeting.

## 3. Request to Dispute Charges made by Fyaz Khan for Security Gate Damage Regarding the Incident of December 11, 2024 at 12:31 p.m.

Prior to this meeting Mrs. Perez circulated an email and video footage, provided by Regions, notifying the District of this incident and the request to dispute the charges made by Fyaz Khan.

#### Report Description:

Please be informed that the virtual guard reported an incident at the Sheridan Entrance gate. After a thorough investigation, at 12:31 PM today, a vehicle entered and passed through the right entrance gate on Sheridan St. However, shortly after, the vehicle unexpectedly reversed while the swing gate was still in the process of closing, causing the swing gate to strike the vehicle. Upon checking the system, the vehicle is not registered and has no visitation history in the past 3 months.

Vehicle details:

License Plate: 50EGJZ

Make: Nissan Color: Gray It shows on the system the barcode being used is 148,14176 which is registered to a gray Nissan with tag number CNDY14.

Resident Name: Ryaz Khan Phone: (954) 707-3150

Resident Address: 7339 NW 23rd St

Mr. Khan approached the Board and stated that he was experiencing mechanical difficulties that resulted in the tapping of the gate and asked for the Board to waive the fees.

**A MOTION** was made by Supervisor Kagan, seconded by Supervisor Chin and passed unanimously agreeing to waive the charges on Invoice 20251002 in the amount of \$1,000.

#### M. OLD BUSINESS

There was no Old Business to come before the Board.

#### N. ADDITIONAL STAFF UPDATES/REQUESTS

1. Attorney

District Counsel had nothing further.

#### 2. District Manager

It was noted that the trimming of the Taft entrance palms (around ponds) had been scheduled by Cutters Edge for the first week of February.

#### O. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

There were no further comments from the Board or members of the public.

#### P. ADJOURNMENT

There being no further business to come before the Board a **MOTION** was made by Supervisor Beckmann, seconded by Supervisor Fateyev and passed unanimously adjourning the meeting at 8:57 p.m.

ATTESTED BY:	
Secretary /Assistant Secretary	Chairman/Vice-Chair

## Walnut Creek Community Development District

## Financial Report For February 2025

## WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT OPERATING FUND FEBRUARY 2025

	Annual		Year To Date
	Budget 10/1/24 - 9/30/25	Actual Feb-25	Actual 10/1/24 - 2/28/25
REVENUES			
ADMINISTRATIVE ASSESSMENTS	191,895	0	175,938
MAINTENANCE ASSESSMENTS	1,268,723	0	1,158,306
DEBT ASSESSMENTS (2010)	129,869	0	118,633
OTHER REVENUE	0	0	4,000
INTEREST INCOME (OPERATING)	1,800	0	16,380
INTEREST INCOME (IMPROVEMENTS)	0	0	12,239
TOTAL REVENUES	\$ 1,592,287	\$ -	\$ 1,485,496
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	10,000	0	2,000
PAYROLL TAXES (EMPLOYER)	800	0	153
ENGINEERING	40,000	0	5,800
LEGAL FEES	23,000	0	5,833
AUDIT FEES	4,200	0	0
MANAGEMENT	50,556	4,213	21,065
POSTAGE	1,450	138	444
OFFICE SUPPLIES/PRINTING	5,300	352	840
INSURANCE	24,000	0	21,894
LEGAL ADVERTISING	2,500	0	0
MISCELLANEOUS	8,750	364	3,603
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	0	0
TRUSTEE FEES	1,600	0	1,420
CONTINUING DISCLOSURE FEE	350	0	0
WEBSITE MANAGEMENT	2,000	166	833
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 182,181	\$ 5,233	\$ 64,060
MAINTENANCE EXPENDITURES			
FIELD MANAGEMENT	5,000	0	2,500
OPERATIONS MANAGEMENT	12,000	1,000	5,000
SECURITY SERVICES	370,000	0	85,202
HOA SECURITY SERVICES ADMIN	35,100	1,100	5,500
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SYSTEMS	35,000		
SECURITY CAMERAS & MAINTENANCE	12,000	274	1,370
SECURITY ONLINE SOLUTIONS	12,000	1,390	4,660
TELEPHONE	12,500	1,116	5,194
ELECTRIC	85,000	7,317	40,210
WATER & SEWAGE	16,000	867	4,992
GUARD HOUSE - VISITOR PASSES	0	0	0
GATE SYSTEM MAINTENANCE	50,000	825	30,846
GUARD HOUSE INT/EXT MAINTENANCE	30,000	3,565	9,138
LAKE & PRESERVE MAINTENANCE	48,000	3,048	14,976
SIGNAGE	2,000	0	0
STREETLIGHT MAINTENANCE	5,000	0	3,863
WATERFALL MAINTENANCE	80,000	9,650	34,900
HOLIDAY LIGHTING	11,000	0	4,995
IGUANA REMOVAL SERVICES	27,000		

## WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT OPERATING FUND FEBRUARY 2025

	Annual Budget 10/1/24 - 9/30/25	Actual Feb-25	Year To Date Actual 10/1/24 - 2/28/25
MISCELLANEOUS MAINTENANCE	10,000		5,304
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	100,000		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	0	0	0
MONUMENT MAINTENANCE	6,000	0	0
TREE TRIMMING SERVICES	0	3,645	3,645
TOTAL MAINTENANCE EXPENDITURES	\$ 1,301,600	\$ 39,546	\$ 290,202
TOTAL EXPENDITURES	\$ 1,483,781	\$ 44,779	\$ 354,262
EXCESS OR (SHORTFALL)	\$ 108,506	\$ (44,779)	\$ 1,131,234
PAYMENT TO TRUSTEE (2010)	(122,077)	0	(111,647)
BALANCE	\$ (13,571)	\$ (44,779)	\$ 1,019,587
COUNTY APPRAISER & TAX COLLECTOR FEE	(31,810)	0	(27,889)
DISCOUNTS FOR EARLY PAYMENTS	(63,619)	0	(57,629)
EXCESS/ (SHORTFALL)	\$ (109,000)	\$ (44,779)	\$ 934,069
CARRYOVER FROM PRIOR YEAR	109,000	0	0
NET EXCESS/ (SHORTFALL)	-	\$ (44,779)	\$ 934,069

#### **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 2/28/25	\$ 2,509,906.45
Accounts Payable As Of 2/28/25	\$ 75,795.92
Accounts Receivable As Of 2/28/25	\$ 12,720.00
Reserve For Headwall Stabilization As Of 2/28/25	\$ 150,000.00
Reserve For Lake Slope Soil Maintenance As Of 2/28/25	\$ 40,000.00
Reserve For Stormwater Maint/Pipe Replacement As Of 2/28/25	\$ 255,000.00
Reserve For S-8 Canal Reconstruction As Of 2/28/25	\$ 780,000.00
Operating Account Available Funds As Of 2/28/25	\$ 1,221,830.53
Improvements/Emergency Funds As Of 2/28/25	\$ 1,328,893.59
Total Available Funds As Of 2/28/25	\$ 2,550,724.12

## Walnut Creek Community Development District Budget vs. Actual October 2024 through February 2025

	Oct 24 - Feb 25	24/25 Budget	\$ Over Budget	% of Budget
Income	30121 1032	cgcc	y o to. Duaget	70 01 Dangot
01-3100 · Administrative Assessment	175,938.33	191,895.00	-15,956.67	91.69%
01-3200 · Maintenance Assessment	1,158,305.70	1,268,723.00	-110,417.30	91.3%
01-3811 · Debt Assessments (Series 2010)	118,633.20	129,869.00	-11,235.80	91.35%
01-3821 · Debt Assess-Paid To Trustee-10	-111,646.65	-122,077.00	10,430.35	91.46%
01-3830 · Assessment Fees	-27,888.55	-31,810.00	3,921.45	87.67%
01-3831 · Assessment Discounts	-57,628.93	-63,619.00	5,990.07	90.58%
01-9400 · Miscellaneous Revenue	4,000.00	0.00	4,000.00	100.0%
01-9410 · Interest Income	16,380.30	1,800.00	14,580.30	910.02%
Interest Income (Improvements Account)	12,239.26	0.00	12,239.26	100.0%
01-9411 · Carryover From Prior Year	0.00	109,000.00	-109,000.00	0.0%
Total Income	1,288,332.66	1,483,781.00	-195,448.34	86.83%
Expense				
01-1307 · Payroll tax expense	153.00	800.00	-647.00	19.13%
01-1308 · Supervisor Fees	2,000.00	10,000.00	-8,000.00	20.0%
01-1310 · Engineering	5,800.00	40,000.00	-34,200.00	14.5%
01-1311 · Management Fees	21,065.00	50,556.00	-29,491.00	41.67%
01-1315 · Legal Fees	5,832.50	23,000.00	-17,167.50	25.36%
01-1318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
01-1320 · Audit Fees	0.00	4,200.00	-4,200.00	0.0%
01-1450 · Insurance	21,894.00	24,000.00	-2,106.00	91.23%
01-1480 · Legal Advertisements	0.00	2,500.00	-2,500.00	0.0%
01-1512 · Miscellaneous	3,602.74	8,750.00	-5,147.26	41.17%
01-1513 · Postage and Delivery	444.00	1,450.00	-1,006.00	30.62%
01-1514 · Office Supplies	840.43	5,300.00	-4,459.57	15.86%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	1,420.00	1,600.00	-180.00	88.75%
01-1551 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
01-1570 · Website Management	833.30	2,000.00	-1,166.70	41.67%
01-1601 · Security Services & Rover	85,202.41	370,000.00	-284,797.59	23.03%
01-1604 · Guardhouse Int/Ext Maintenance	9,138.28	30,000.00	-20,861.72	30.46%
01-1605 · Gate System Maintenance	30,846.00	50,000.00	-19,154.00	61.69%
01-1609 · Security Cameras & Maintenance	1,370.00 4,660.00	12,000.00 12,000.00	-10,630.00	11.42%
01-1610 · Security Online Solutions 01-1803 · Lake & Preserve Maintenance	14.976.00	48,000.00	-7,340.00 -33,024.00	38.83% 31.2%
	0.00	100,000.00	-100,000.00	0.0%
01-1805 · Stormwater Mgt/Pipe Replacement 01-1812 · Signs	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	40,209.60	85,000.00	-44,790.40	47.31%
01-1815 · Miscellaneous Maintenance	5,304.43	10,000.00	-44,790.40 -4,695.57	53.04%
01-1816 · Telephone	5,194.42	12,500.00	-4,095.57 -7,305.58	41.56%
01-1817 · Water & sewer	4,992.17	16,000.00	-11,007.83	31.2%
01-1818 · Field Management	2,500.00	5,000.00	-2,500.00	50.0%
01-1821 · Waterfall Maintenance	34,900.00	80,000.00	-45,100.00	43.63%
01-1824 · Streetlight Maintenance	3,863.00	5,000.00	-1,137.00	77.26%
01-1825 · Tree Trimming Services	3,645.00	0.00	3,645.00	100.0%
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## Walnut Creek Community Development District Budget vs. Actual October 2024 through February 2025

	Oct 24 - Feb 25	24/25 Budget	\$ Over Budget	% of Budget
01-1826 · Holiday Lighting	4,995.00	11,000.00	-6,005.00	45.41%
01-1829 · Monument Maintenance	0.00	6,000.00	-6,000.00	0.0%
01-1835 · Pressure Clean & Paint Ext Strc	0.00	14,000.00	-14,000.00	0.0%
01-1839 · Iguana Removal Services	11,208.35	27,000.00	-15,791.65	41.51%
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 · Security Services Admin	5,500.00	35,100.00	-29,600.00	15.67%
01-1845 · Security Video Surv. & Virtual	16,698.90	35,000.00	-18,301.10	47.71%
01-1899 · Operating Maint Resrve/Contngcy	0.00	24,000.00	-24,000.00	0.0%
01-2311 · Operations Management	5,000.00	12,000.00	-7,000.00	41.67%
Total Expense	354,263.53	1,483,781.00	-1,129,517.47	23.88%
Net Income	934,069.13	0.00	934,069.13	100.0%

## Walnut Creek Community Development District Check Register January 2025 - February 2025

Reference #	Date	Vendor	Amount
1-1	1/2/2025	Comcast (Voice 8931)	180.18
1-2	1/3/2025	Allstate Resource Management, Inc.	2,960.00
1-3	1/3/2025	Billing, Cochran, Lyles, Mauro & Ramsey	500.00
1-4	1/3/2025	Blue Iguana Pest Control Inc	2,241.67
1-5	1/3/2025	City of Pembroke Pine (536647-248299)	485.01
1-6	1/3/2025	City of Pembroke Pines (536645-248297)	50.42
1-7	1/3/2025	City of Pembroke Pines (536646-248298)	267.74
1-8	1/3/2025	Comcast (9044)	419.47
1-9	1/3/2025	Craig A Smith & Associates LLC	845.00
1-10	1/3/2025	Crystal Pool Service Inc	4,650.00
1-11	1/3/2025	Crystal Springs	59.45
1-12	1/3/2025	FPL	8,041.27
1-13	1/3/2025	Hancock Bank (Tax Receipts)	108,807.70
1-14	1/3/2025	Hancock Bank (Trustee Fee)	1,420.00
1-15	1/3/2025	Regions Security	51,699.70
1-16	1/3/2025	Special District Services	5,613.23
1-17	1/28/2025	Allstate Resource Management, Inc.	2,960.00
1-18	1/28/2025	Billing, Cochran, Lyles, Mauro & Ramsey	500.00
1-19	1/28/2025	Crystal Pool Service Inc	4,650.00
1-20	1/28/2025	KJC FUMIGATION LLC	140.00
1-21	1/28/2025	Randy's Holiday Lighting	4,995.00
1-22	1/28/2025	Regions Security	13,875.00
1-23	1/28/2025	Tirone Electric	573.55
2-1	2/4/2025	Allstate Resource Management, Inc.	3,048.00
2-2	2/4/2025	Blue Iguana Pest Control Inc	2,241.67
2-3	2/4/2025	City of Pembroke Pine (536647-248299)	647.97
2-4	2/4/2025	City of Pembroke Pines (536645-248297)	67.70
2-5	2/4/2025	City of Pembroke Pines (536646-248298)	358.27
2-6	2/4/2025	Comcast (8939)	30.06
2-7	2/4/2025	Comcast (9044)	424.34
2-8	2/4/2025	Comcast (Voice 8931)	194.52
2-9	2/4/2025	Craig A Smith & Associates LLC	585.00
2-10	2/4/2025	Crystal Springs	62.44
2-11	2/4/2025	FPL	8,044.71
2-12	2/4/2025	Hall Fountains Inc.	3,863.00
2-13	2/4/2025	Project Perch Inc	100.00
2-14	2/4/2025	Regions Security	7,303.78
2-15	2/4/2025	Shekinah Fence Services LLC	775.00
2-16	2/4/2025	Special District Services	5,560.32
		TOTAL	249,241.17

	Date	Invoice #	Vendor	Memo	Amount
Expenditures			•		
01-1307 · Payroll tax expense					
	10/18/2024	PR 10/15/24		mtg 10/15/24 PR 10/21/24 (Levenson, Ross, Beckman, Kagan, Fateyev)	76.50
	01/31/2025	PR 01-21-25		mtg 01/21/25 ck date 2/3/25 (Kroker, Ross, Beckman, Kagan, & Fateyev)	76.50
Total 01-1307 · Payroll tax expense					153.00
01-1308 · Supervisor Fees					
	10/18/2024	PR 10/15/24		mtg 10/15/24 PR 10/21/24 (Levenson, Ross, Beckman, Kagan, Fateyev)	1,000.00
	01/31/2025	PR 01-21-25		mtg 01/21/25 ck date 2/3/25 (Kroker, Ross, Beckman, Kagan, & Fateyev)	1,000.00
Total 01-1308 · Supervisor Fees					2,000.00
01-1310 · Engineering					
	10/31/2024	CASA-INV-002417	Craig A Smith & Associates LLC	professional services thru 10/31/2024	3,135.00
	11/30/2024	CASA-INV-002487	Craig A Smith & Associates LLC	professional services thru 11/30/2024	845.00
	12/31/2024	CASA-INV-002576	Craig A Smith & Associates LLC	professional services thru 12/31/2024	585.00
	01/31/2025	CASA-INV-002629	Craig A Smith & Associates LLC	professional services thru 01/31/2025	1,235.00
Total 01-1310 · Engineering					5,800.00
01-1311 · Management Fees					
	10/31/2024	2024-1455	Special District Services	Management fee - October 2024	4,213.00
	11/30/2024	2024-1588	Special District Services	Management fee - November 2024	4,213.00
	12/31/2024	2024-1817	Special District Services	Management fee - December 2024	4,213.00
	01/31/2025	2025-0058	Special District Services	Management fee - January 2025	4,213.00
	02/28/2025	2025-0171	Special District Services	Management Fee - February 2025	4,213.00
Total 01-1311 · Management Fees					21,065.00
01-1315 · Legal Fees					
	10/31/2024	190280	Billing, Cochran, Lyles, Mauro & Ramsey	legal fees thru 10/31/2024	3,077.50
	11/30/2024	190789	Billing, Cochran, Lyles, Mauro & Ramsey	legal fees thru 11/30/2024	500.00
	12/31/2024	191218	Billing, Cochran, Lyles, Mauro & Ramsey	legal fees thru 12/31/2024	500.00
	01/31/2025	191822	Billing, Cochran, Lyles, Mauro & Ramsey	legal fees thru 01/31/2025	1,755.00
Total 01-1315 · Legal Fees					5,832.50
01-1450 · Insurance					
	10/01/2024	25436	Egis Insurance and & Risk Advisors	policy #100124507 10/1/24 - 10/1/25	21,894.00
Total 01-1450 · Insurance					21,894.00

	Date	Invoice #	Vendor	Memo	Amount
01-1512 · Miscellaneous					
	10/18/2024	PR 10/15/24		mtg 10/15/24 PR 10/21/24 (Levenson, Ross, Beckman, Kagan, Fateyev)	53.75
	10/31/2024	2024-1455	Special District Services	document storage	89.68
	10/31/2024	2024-1455	Special District Services	travel	225.76
	11/18/2024	11/18/24	Broward County Property Appraiser	annual property appraiser fee 24/25	1,790.00
	11/30/2024	2024-1588	Special District Services	document storage	89.68
	11/30/2024	2024-1588	Special District Services	travel	309.12
	12/31/2024	2024-1817	Special District Services	document storage	89.68
	12/31/2024	2024-1817	Special District Services	travel	135.68
	01/30/2025		Paymaster	W2 processing fee	86.75
	01/31/2025	2025-0058	Special District Services	document storage	91.54
	01/31/2025	2025-0058	Special District Services	travel	73.37
	01/31/2025	PR 01-21-25		mtg 01/21/25 ck date 2/3/25 (Kroker, Ross, Beckman, Kagan, & Fateyev)	53.75
	01/31/2025	401	Clark D. Bennett	revise amortization schedule	150.00
	02/28/2025	2025-0171	Special District Services	document storage	92.32
	02/28/2025	2025-0171	Special District Services	travel	271.66
Total 01-1512 · Miscellaneous					3,602.74
01-1513 · Postage and Delivery					
	10/31/2024	2024-1455	Special District Services	FedEx	118.17
	11/30/2024	2024-1588	Special District Services	FedEx	171.69
	11/30/2024	2024-1588	Special District Services	postage	10.33
	12/31/2024	2024-1817	Special District Services	FedEx	5.06
	02/28/2025	2025-0171	Special District Services	FedEx	111.88
	02/28/2025	2025-0171	Special District Services	postage	26.87
Total 01-1513 · Postage and Delivery					444.00
01-1514 · Office Supplies					
	10/18/2024	13GX-HG7W-X61W	Amazon Capital Services	Olympus digital recorder and carrying case	161.97
	10/19/2024	1MKN-TMPG-19HR	Amazon Capital Services	padlocks	47.96
	10/31/2024	2024-1455	Special District Services	copier charges	43.20
	11/30/2024	2024-1588	Special District Services	copier charges	188.40
	11/30/2024	2024-1588	Special District Services	meeting books	28.00
	12/31/2024	2024-1817	Special District Services	copier charges	3.15
	01/31/2025	2025-0058	Special District Services	copier charges	15.75
	02/28/2025	2025-0171	Special District Services	copier charges	324.00
	02/28/2025	2025-0171	Special District Services	meeting books	28.00
Total 01-1514 · Office Supplies					840.43

### **Walnut Creek Community Development District** Expenditures October 2024 through February 2025

	Date	Invoice #	Vendor	Memo	Amount
01-1540 · Dues, License & Subscriptions				_	
	10/01/2024	90567	Florida Commerce	special district fee FY 24/25	175.00
Total 01-1540 · Dues, License & Subscriptions					175.00
01-1550 · Trustee Fees (GF)					
	11/18/2024	42727	Hancock Bank (Trustee Fee)	trustee fee 01/01/2025 - 12/31/2025	1,420.00
Total 01-1550 · Trustee Fees (GF)					1,420.00
01-1570 · Website Management					
	10/31/2024	2024-1455	Special District Services	website fee	166.66
	11/30/2024	2024-1588	Special District Services	website fee	166.66
	12/31/2024	2024-1817	Special District Services	website fee	166.66
	01/31/2025	2025-0058	Special District Services	website fee	166.66
	02/28/2025	2025-0171	Special District Services	website fee	166.66
Total 01-1570 · Website Management					833.30
01-1601 · Security Services & Rover					
	10/31/2024	33064	Regions Security	security and rover services October 2024	20,994.98
	11/30/2024	33351	Regions Security	Security and Rover services November 2024	20,978.24
	12/15/2024	33570	Regions Security	SECURITY & ROVER SERVICES - December 2024	21,677.68
	01/31/2025	34054	Regions Security	SECURITY & ROVER SERVICES 01/01/25 - 01/31/25	21,551.51
Total 01-1601 · Security Services & Rover					85,202.41
01-1604 · Guardhouse Int/Ext Maintenance					
	10/03/2024	1080048	Traffic Cones for Less	traffic delineators	643.50
	10/16/2024	1939	Elite Property Service & Painting Corp	remove bracket, patch holes, paint	850.00
	10/16/2024	58581	Tirone Electric	troubleshoot lights by Taft St entrance pavilion	360.00
	10/18/2024	25068	Richie Rich Services LLC	AC service at guardhouse	284.00
	10/31/2024	2024-1455	Special District Services	guardhouse light bulbs	48.06
	11/07/2024	156225	KJC FUMIGATION LLC	bi monthly pest control	140.00
	11/13/2024	4402	Shekinah Fence Services LLC	REPAIR FENCE SECTIONS BROKEN ALONG NW 72 AVE	1,756.00
	11/30/2024	2024-1588	Special District Services	fence gate chain	3.17
	01/03/2025	158311	KJC FUMIGATION LLC	bi monthly pest control	140.00
	01/10/2025	59363	Tirone Electric	replace light bulbs - 2 streetlights, 3 guardhouse bulbs, 1 decorative light	573.55
	01/24/2025	4412	Shekinah Fence Services LLC	REPAIR FENCE SECTIONS BROKEN ALONG NW 72 AVE	775.00
	02/11/2025	59612	Tirone Electric	job# 24-RB121 for pole light head replacement	2,555.00
	02/12/2025	4415	Shekinah Fence Services LLC	REPAIR FENCE SECTIONS BROKEN ALONG NW 72 AVE	1,010.00
Total 01-1604 · Guardhouse Int/Ext Maintenance					9,138.28
01-1605 · Gate System Maintenance					
	10/01/2024	32688	Regions Security	Oct 2024 gate maintenance contract	825.00
	10/29/2024	32997	Regions Security	Taft Street Resident Lane Sign 24" x 18" Reflective Aluminum	250.00
	11/01/2024	33025	Regions Security	SECURITY GATE SYSTEM MAINTENANCE & REPAIRS nOV 24	825.00
	11/06/2024	33091	Regions Security	Taft resident 2nd arm remount 10/22 7:10 pm	225.00
	11/06/2024	33089	Regions Security	hurricane arm swing gates removal and remount	600.00
	11/06/2024	33090	Regions Security	Sheridan left exit arm remount 10/16 1:15 pm	300.00

### **Walnut Creek Community Development District Expenditures**October 2024 through February 2025

	Date	Invoice #	Vendor	Memo	Amount
	11/07/2024	33095	Regions Security	SECURITY GATE SYSTEM MAINTENANCE & REPAIRS	810.00
	11/11/2024	33173	Regions Security	Sheridan entrance repair 10/18/24	300.00
	11/11/2024	33170	Regions Security	Sheridan left exit arm barrier remount 11/9/24 12:05 pm	225.00
	11/15/2024	33201	Regions Security	Sheridan left exit are remount 10/15 4:35 pm	150.00
	11/15/2024	33202	Regions Security	virtual guard remote gate control - 4 gate motors	3,512.00
	12/01/2024	33321	Regions Security	SECURITY GATE SYSTEM MAINTENANCE & REPAIRS - December 2024	825.00
	12/01/2024	33322	Regions Security	SECURITY ONLINE SOLUTIONS - December 2024	1,090.00
	12/04/2024	33442	Regions Security	1 CLICK2ENTER SYSTEM PROJECT ON TAFT AND SHERIDAN	12,675.00
	12/09/2024	33457	Regions Security	Sheridan entrance gate loop replacement	1,890.00
	12/10/2024	33458	Regions Security	Installation of new LED kit for Taft resident 2nd arm	525.00
	12/31/2024	33647	Regions Security	Sheridan left exit arm remount 11/20/24 8:45 pm	225.00
	12/31/2024	33649	Regions Security	Sheridan left exit arm remount 12/30/24 9:15 pm	225.00
	12/31/2024	33650	Regions Security	Sheridan left exit are barrier remount 12/23/24 4:25 pm	150.00
	12/31/2024	33651	Regions Security	Sheridan left exit are barrier remount 12/13/24 6:25 pm	150.00
	12/31/2024	33645	Regions Security	Sheridan left exit arm remount 11/18/24 8:29 pm	150.00
	12/31/2024	33642	Regions Security	Taft resident arm barrier remount 10/30/24 8:17 pm	150.00
	12/31/2024	33646	Regions Security	Taft resident 2nd arm barrier remount 11/19/24 7:49 pm	225.00
	12/31/2024	33643	Regions Security	Taft resident 2nd arm barrier remount 10/30/24 7:05 pm	150.00
	12/31/2024	33648	Regions Security	Sheridan left exit are barrier remount 11/26/24 6:00 pm	225.00
	12/31/2024	33644	Regions Security	Taft resident arm remount 11/9/24 8:20 pm	225.00
	01/02/2025	33620	Regions Security	SECURITY GATE SYSTEM MAINTENANCE & REPAIRS January 2025	825.00
	01/28/2025	33924	Regions Security	resident 1st arm re-mount 1/28/25 @ 10:05am	150.00
	01/30/2025	33960	Regions Security	2 x 12' lighted arms, 2 x 17' lighted arms	2,144.00
	02/01/2025	33952	Regions Security	February 2025 SECURITY GATE SYSTEM MAINTENANCE & REPAIRS	825.00
Total 01-1605 · Gate System Maintenance					30,846.00
01-1609 · Security Cameras & Maintenance					
	10/01/2024	32823	Regions Security	video maintenance services	274.00
	11/01/2024	33027	Regions Security	SECURITY CAMERAS & MAINTENANCE	274.00
	12/01/2024	33323	Regions Security	SECURITY CAMERAS & MAINTENANCE - December 2024	274.00
	01/02/2025	33622	Regions Security	SECURITY CAMERAS & MAINTENANCE January 2025	274.00
	02/01/2025	33954	Regions Security	February 2025 SECURITY CAMERAS & MAINTENANCE	274.00
Total 01-1609 · Security Cameras & Maintenance					1,370.00
01-1610 · Security Online Solutions					
	10/01/2024	32796	Regions Security	Oct 2024 SOS app subscription	1,090.00
	11/01/2024	33026	Regions Security	SECURITY ONLINE SOLUTIONS November 24	1,090.00
	01/02/2025	33621	Regions Security	SECURITY ONLINE SOLUTIONS January 2025	1,090.00
	02/01/2025	33953	Regions Security	February 2025 SECURITY ONLINE SOLUTIONS	1,090.00
	02/12/2025	34092	Regions Security	2 SOS SYSTEM RASPBERRY PI DIAGNOSTIC:	300.00
Total 01-1610 · Security Online Solutions					4,660.00
01-1803 · Lake & Preserve Maintenance					
	10/01/2024	12027	Allstate Resource Management, Inc.	mitigation area maintenance and lake management	2,960.00
	11/01/2024	12819	Allstate Resource Management, Inc.	mitigation area maintenance and lake management	2,960.00

	Date	Invoice #	Vendor	Memo	Amount
	12/01/2024	13578	Allstate Resource Management, Inc.	mitigation area maintenance and lake management	2,960.00
	01/01/2025	14389	Allstate Resource Management, Inc.	mitigation area maintenance and lake management	3,048.00
	02/01/2025	15205	Allstate Resource Management, Inc.	mitigation area maintenance and lake management	3,048.00
Total 01-1803 · Lake & Preserve Maintenance					14,976.00
01-1814 · Electricity					
	10/18/2024	54061-43023 1024	FPL	acct# 54061-43023 (09/18/24 - 10/18/24)	100.93
	10/18/2024	63714-09001 1024	FPL	acct# 63714-09001 (09/18/24 - 10/18/24)	31.63
	10/18/2024	63522-34022 1024	FPL	acct# 63522-34022 (09/18/24 - 10/18/24)	329.82
	10/18/2024	04574-72025 1024	FPL	acct# 04574-72025 (09/18/24 - 10/18/24)	443.35
	10/18/2024	91603-83023 1024	FPL	acct# 91603-83023 (09/18/24 - 10/18/24)	1,029.03
	10/18/2024	36358-71365 1024	FPL	acct# 36358-71365 (09/18/24 - 10/18/24)	5,972.40
	11/18/2024	54061-43023 1124	FPL	acct# 54061-43023 (10/18/24 - 11/18/24)	91.94
	11/18/2024	04574-72025 1124	FPL	acct# 04574-72025 (10/18/24 - 11/18/24)	421.20
	11/18/2024	63714-09001 1124	FPL	acct# 63714-09001 (10/18/24 - 11/18/24)	32.10
	11/18/2024	91603-83023 1124	FPL	acct# 91603-83023 (10/18/24 - 11/18/24)	1,113.91
	11/18/2024	36358-71365 1124	FPL	acct# 36358-71365 (10/18/24 - 11/18/24)	5,972.40
	11/18/2024	63522-34022 1124	FPL	acct# 63522-34022 (10/18/24 - 11/18/24)	76.10
	12/18/2024	36358-71365 1224	FPL	acct# 36358-71365 (11/18/24 - 12/18/24)	5,972.40
	12/18/2024	54061-43023 1124	FPL	acct# 54061-43023 (11/18/24 - 12/18/24)	75.86
	12/18/2024	91603-83023 1224	FPL	acct# 91603-83023 (11/18/24 - 12/18/24)	1,114.11
	12/18/2024	04574-72025 1224	FPL	acct# 04574-72025 (11/18/24 - 12/18/24)	369.22
	12/18/2024	63522-34022 1224	FPL	acct# 63522-34022 (11/18/24 - 12/18/24)	475.35
	12/18/2024	63714-09001 1224	FPL	acct# 63714-09001 (11/18/24 - 12/18/24)	34.33
	12/18/2024	36358-71365 0125	FPL	acct# 36358-71365 12/18/24 - 01/17/25	6,132.96
	01/17/2025	63714-09001 0125	FPL	acct# 63714-09001 12/18/24 - 01/17/25	35.65
	01/17/2025	54061-43023 0125	FPL	acct# 54061-43023 12/18/24 - 01/17/25	79.16
	01/17/2025	04574-72025 0125	FPL	acct# 04574-72025 12/18/24 - 01/17/25	410.51
	01/17/2025	91603-83023 0125	FPL	acct# 91603-83023 12/18/24 - 01/17/25	1,140.15
	01/17/2025	63522-34022 0125	FPL	acct# 63522-34022 12/18/24 - 01/17/25	246.28
	01/17/2025	91603-83023 0225	FPL	acct# 91603-83023 01/17/25 - 02/19/25	1,191.98
	02/19/2025	63522-34022 0225	FPL	acct# 63522-34022 01/17/25 - 02/19/25	568.09
	02/19/2025	36358-71365 0225	FPL	acct# 36358-71365 01/17/25 - 02/19/25	6,151.11
	02/19/2025	54061-43023 0225	FPL	acct# 54061-43023 01/17/25 - 02/19/25	90.17
	02/19/2025	04574-72025 0225	FPL	acct# 04574-72025 01/17/25 - 02/19/25	474.33
	02/19/2025	63714-09001 0225	FPL	acct# 63714-09001 01/17/25 - 02/19/25	33.13
Total 01-1814 · Electricity					40,209.60
01-1815 · Miscellaneous Maintenance					
	10/17/2024	101724-01	Earth Advisors Inc	completion of landscape audit and report	4,095.00
	11/12/2024	2122	Landshore Enterprises LLC	initial deposit (50%) for re-evaluation of current conditions	750.00
	11/20/2024	21393886 112024	Crystal Springs	water for guardhouse	69.93
	12/18/2024	21393886 121824	Crystal Springs	water for guardhouse	59.45
	01/15/2025	21393886 011525	Crystal Springs	water for guardhouse	62.44

	Date	Invoice #	Vendor	Memo	Amount
	01/17/2025	366	Project Perch Inc	Florida burrowing owl	100.00
	02/12/2025	21393886 021225	Crystal Springs	water for guardhouse	107.39
	02/28/2025	2025-0171	Special District Services	fire extinguisher and water bottle	60.22
Total 01-1815 · Miscellaneous Maintenance					5,304.43
01-1816 · Telephone					
	10/11/2024	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 (10/15/24 - 11/14/24)	823.27
	10/11/2024	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (10/15/24 - 11/14/24)	823.27
	10/15/2024	220522511	Comcast (Voice 8931)	acct# 904688931 inv# 220522511	180.18
	11/11/2024	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (11/15/24 - 12/14/24)	394.02
	11/11/2024	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 (11/15/24 - 12/14/24)	429.28
	11/15/2024	223093833	Comcast (Voice 8931)	acct# 904688931 inv# 223093833	180.18
	12/11/2024	8495 75 100 0519044	Comcast (9044)	acct# 8495751000518939 (12/15/24 - 01/14/25)	419.47
	12/15/2024	227241889	Comcast (Voice 8931)	acct# 904688931 inv# 227241889	180.18
	01/11/2025	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (01/15/25 - 02/14/25)	30.06
	01/11/2025	8495 75 100 0519044	Comcast (9044)	acct# 8495751000518939 (01/15/25 - 02/14/25)	424.34
	01/15/2025	231049518	Comcast (Voice 8931)	acct# 904688931 inv# 231049518	194.52
	02/11/2025	8495 75 100 0518939	Comcast (8939)	acct# 8495751000518939 (02/15/25 - 03/14/25)	478.16
	02/11/2025	8495 75 100 0519044	Comcast (9044)	acct# 8495751000518939 (02/15/25 - 03/14/25)	442.97
	02/15/2025	233558470	Comcast (Voice 8931)	acct# 904688931 inv# 233558470	194.52
Total 01-1816 · Telephone					5,194.42
01-1817 · Water & sewer					
	10/21/2024	536645 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (09/16/24 - 10/17/24)	131.59
	10/21/2024	536646 248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (09/16/24 - 10/17/24)	259.48
	10/21/2024	536647-248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (09/16/24 - 10/17/24)	339.08
	11/20/2024	536645 - 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (10/17/24 - 11/19/24)	50.42
	11/20/2024	536646 248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (10/17/24 - 11/19/24)	448.80
	11/20/2024	536647-248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (10/17/24 - 11/19/24)	1,019.14
	12/19/2024	536646-248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (11/19/24 - 12/17/24)	267.74
	12/19/2024	536647-248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (11/19/24 - 12/17/24)	485.01
	12/19/2024	536645 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (11/19/24 - 12/17/24)	50.42
	01/22/2025	536647 248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (12/17/24 - 01/21/25)	647.97
	01/22/2025	536645 - 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (12/17/24 - 01/21/25)	67.70
	01/22/2025	536646 248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (12/17/24 - 01/21/25)	358.27
	02/19/2025	536645 - 248297	City of Pembroke Pines (536645-248297)	1800 NW 76 AVE (01/21/25 - 02/18/25	50.42
	02/19/2025	536647-248299	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (01/21/25 - 02/18/25)	675.13
	02/19/2025	536646 - 248298	City of Pembroke Pines (536646-248298)	1800 NW 76 Ave W (01/21/25 - 02/18/25)	141.00
Total 01-1817 · Water & sewer					4,992.17
01-1818 · Field Management					
	10/15/2024	2024/2025	Walnut Creek Community Association, Inc.	1st payment for agreement b/t District and association FY 2024/2025	2,500.00
Total 01-1818 · Field Management					2,500.00
01-1821 · Waterfall Maintenance					

	Date	Invoice #	Vendor	Memo	Amount
	10/01/2024	2415181000	Crystal Pool Service Inc	October service	4,650.00
	11/01/2024	2415181100	Crystal Pool Service Inc	November service	4,650.00
	11/21/2024	2024-walnut-1	Felix Cleaning Service LLC	Filling and compacting areas under and between waterfall rocks (as per agreement)	4,700.00
	11/21/2024	2415191200	Crystal Pool Service Inc	November repairs	1,950.00
	12/01/2024	2415181200	Crystal Pool Service Inc	December service	4,650.00
	01/01/2025	2515180100	Crystal Pool Service Inc	January service	4,650.00
	02/01/2025	2515180200	Crystal Pool Service Inc	February service	4,650.00
	02/24/2025	2515190300	Crystal Pool Service Inc	repairs to grout joints in between rocks at all 3 waterfalls	5,000.00
Total 01-1821 · Waterfall Maintenance					34,900.00
01-1824 · Streetlight Maintenance					
	01/16/2025	28649	Hall Fountains Inc.	LED platter for SL250 light fixture	3,863.00
Total 01-1824 · Streetlight Maintenance					3,863.00
01-1825 · Tree Trimming Services					
-	02/13/2025	895	Cutters Edge Cutters Edge Lawn and Mainte	palm pruning	3,645.00
Total 01-1825 · Tree Trimming Services					3,645.00
01-1826 · Holiday Lighting					
	01/16/2025	13675	Randy's Holiday Lighting	final payment on 2024 holiday lights	4,995.00
Total 01-1826 · Holiday Lighting					4,995.00
01-1839 · Iguana Removal Services					•
<b>.</b>	10/01/2024	162997	Blue Iquana Pest Control Inc	monitoring October 2024	241.67
	10/01/2024	162999	Blue Iguana Pest Control Inc	monitoring October 2024	2,000.00
	11/01/2024	170558	Blue Iguana Pest Control Inc	monitoring November 2024	241.67
	11/01/2024	170563	Blue Iguana Pest Control Inc	monitoring November 2024	2,000.00
	12/01/2024	177406	Blue Iguana Pest Control Inc	monitoring December 2024	241.67
	12/01/2024	177404	Blue Iguana Pest Control Inc	monitoring December 2024	2,000.00
	01/06/2025	185007	Blue Iguana Pest Control Inc	monitoring January 2025	2,000.00
	01/06/2025	185008	Blue Iguana Pest Control Inc	monitoring January 2025	241.67
	02/04/2025	191201	Blue Iguana Pest Control Inc	monitoring February 2025	241.67
	02/04/2025	191203	Blue Iguana Pest Control Inc	monitoring February 2025	2,000.00
Total 01-1839 · Iguana Removal Services					11,208.35
01-1844 · Security Services Admin					•
-	10/01/2024	32689	Regions Security	Oct 2024 security administration	1,100.00
	11/01/2024	33029	Regions Security	SECURITY ADMINISTRATIVE SERVICES November 24	1,100.00
	12/01/2024	33325	Regions Security	SECURITY ADMINISTRATIVE SERVICES - December 2024	1,100.00
	01/02/2025	33624	Regions Security	Security Admin Services January 2025	1,100.00
	02/01/2025	33956	Regions Security	SECURITY ADMINISTRATIVE SERVICES February 2025	1,100.00
Total 01-1844 · Security Services Admin				·	5,500.00
01-1845 · Security Video Surv. & Virtual					
•	10/01/2024	32690	Regions Security	SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	3,339.78
	11/01/2024	33028	Regions Security	SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES November 24	3,339.78
	12/01/2024	33324	Regions Security	SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES December 2024	3,339.78
			•		,

	Date	Invoice #	Vendor	Memo	Amount
	01/02/2025	33623	Regions Security	SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES January 2025	3,339.78
	02/01/2025	33955	Regions Security	February 2025 SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	3,339.78
Total 01-1845 · Security Video Surv. & Virtual					16,698.90
01-2311 · Operations Management					
	10/31/2024	2024-1455	Special District Services	field operations management	1,000.00
	11/30/2024	2024-1588	Special District Services	field operations management	1,000.00
	12/31/2024	2024-1817	Special District Services	field operations management	1,000.00
	01/31/2025	2025-0058	Special District Services	field operations management	1,000.00
	02/28/2025	2025-0171	Special District Services	field operations management	1,000.00
Total 01-2311 · Operations Management					5,000.00
Total Expenditures					354,263.53

## Walnut Creek Community Development District Balance Sheet As of February 28, 2025

	Operating Fund	Debt Service (2010) Fund	General Fixed Assets	Long Term Debt	TOTAL
ASSETS					
Current Assets					
Checking/Savings					
Operating Fund	2,919,021.08	0.00	0.00	0.00	2,919,021.08
Improvements/Emergency Funds	1,105,050.33	0.00	0.00	0.00	1,105,050.33
Total Checking/Savings	4,024,071.41	0.00	0.00	0.00	4,024,071.41
Total Current Assets	4,024,071.41	0.00	0.00	0.00	4,024,071.41
Other Assets					
Investments - Interest Account	0.00	3.40	0.00	0.00	3.40
Investments - Reserve Fund	0.00	125,594.65	0.00	0.00	125,594.65
Investments - Revenue Account	0.00	236,892.20	0.00	0.00	236,892.20
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	664.06	0.00	0.00	664.06
Investments - Principal	0.00	7.81	0.00	0.00	7.81
Accounts Receivable	11,720.00	0.00	0.00	0.00	11,720.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00
Land & Land Improvements	0.00	0.00	6,327,392.00	0.00	6,327,392.00
2010 Project Improvements	0.00	0.00	1,746,100.00	0.00	1,746,100.00
2014 Improvements	0.00	0.00	66,674.00	0.00	66,674.00
Infrastructure	0.00	0.00	3,123,376.00	0.00	3,123,376.00
Equipment	0.00	0.00	30,534.00	0.00	30,534.00
Depreciation - Infrastructure	0.00	0.00	-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	363,162.12	363,162.12
Amount To Be Provided	0.00	0.00	0.00	561,837.88	561,837.88
Total Other Assets	11,720.00	363,162.12	8,183,865.00	925,000.00	9,483,747.12
TOTAL ASSETS	4,035,791.41	363,162.12	8,183,865.00	925,000.00	13,507,818.53
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accrued Expense Sundry	0.00	0.00	0.00	0.00	0.00
Maintenance Projects Reserves	1,225,000.00	0.00	0.00	0.00	1,225,000.00
Accounts Payable	203,875.84	0.00	0.00	0.00	203,875.84
Total Current Liabilities	1,428,875.84	0.00	0.00	0.00	1,428,875.84
Long Term Liabilities					
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2010)	0.00	0.00	0.00	925,000.00	925,000.00
Total Long Term Liabilities	0.00	0.00	0.00	925,000.00	925,000.00
Total Liabilities	1,428,875.84	0.00	0.00	925,000.00	2,353,875.84
Equity					
Retained Earnings	1,616,654.99	283,794.59	-3,110,211.00	0.00	-1,209,761.42
Net Income	990,260.58	79,367.53	0.00	0.00	1,069,628.11
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	2,606,915.57	363,162.12	8,183,865.00	0.00	11,153,942.69
TOTAL LIABILITIES & EQUITY	4,035,791.41	363,162.12	8,183,865.00	925,000.00	13,507,818.53

## Walnut Creek CDD Debt Service (Series 2010) Profit & Loss Report February 2025

				Year
	Annual			To Date
	Budget		Actual	Actual
	10/1/24 - 9/30/25		Feb-25	10/1/24 - 2/28/25
Revenues				
Interest Income	100	)	896	4,897
NAV Tax Collection	122,077	7	0	111,647
Bond Prepayments	(	)	0	0
Total Revenues	\$ 122,177	\$	896	\$ 116,544
Expenditures				
Principal Payments	55,000	)	0	0
Additional Principal Payments	11,083	3	0	10,000
Interest Payments	56,094	1	0	27,176
Total Expenditures	\$ 122,177	\$	-	\$ 37,176
Excess/ (Shortfall)	\$ -	\$	896	\$ 79,368

#### WALNUT CREEK CDD TAX COLLECTIONS 2024 - 2025

#	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
									\$1,590,491	\$191,897	\$1,268,725	\$129,869	\$191,897	\$1,268,725	\$129,869	
									\$1,495,062	\$180,383	\$1,192,602	\$122,077	\$180,383	\$1,192,602	\$122,077	\$122,077
1	1	Broward Cty Tax Collector		NAV Taxes	\$ 200,923.57		\$ (3,856.24)	\$ (8,111.22)		\$ 24,231.32			\$ 22,787.96		\$ 15,437.80	\$ 15,437.80
2		Broward Cty Tax Collector	12/06/24	NAV Taxes	\$ 228,911.34		\$ (4,395.10)			\$ 27,606.64	\$ 182,602.60	\$ 18,702.10	\$ 25,972.20	\$ 171,792.35	\$ 17,594.95	
3		Broward Cty Tax Collector		NAV Taxes	\$ 985,664.11		\$ (18,928.09)						\$ 111,853.55	\$ 739,848.40	\$ 75,774.95	
4	4	Broward Cty Tax Collector		NAV Taxes	\$ 12,359.39		\$ (239.06)			\$ 1,490.49			\$ 1,412.52		\$ 957.05	
5	5	Broward Cty Tax Collector	01/06/25	NAV Taxes	\$ 19,157.87		\$ (371.66)	\$ (574.75)	\$ 18,211.46	\$ 2,310.42	\$ 15,282.25	\$ 1,565.20	\$ 2,196.21	\$ 14,527.35	\$ 1,487.90	\$ 1,487.90
6	6	Broward Cty Tax Collector	01/10/25	NAV Taxes	\$ 5,040.32		\$ (98.40)	\$ (120.04)	\$ 4,821.88	\$ 607.82	\$ 4,020.70	\$ 411.80	\$ 581.38	\$ 3,846.50	\$ 394.00	\$ 394.00
7	Int - 1	Broward Cty Tax Collector	01/24/25	Interest		\$ 820.63			\$ 820.63	\$ 820.63			\$ 820.63			\$ -
8									\$ -							\$ -
9									\$ -							\$ -
10									\$ -							\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15								•	\$ -							
16									\$ -							
					\$1,452,056.60	\$ 820.63	\$ (27,888.55)	\$ (57,628.93)	\$ 1,367,359.75	\$ 175,938.33	\$1,158,305.70	\$ 118,633.20	\$ 165,624.45	\$ 1,090,088.65	\$ 111,646.65	\$ 111,646.65

24/25 Assessment Roll:

Admin: \$191,896.95
Maint: \$1,268,725.15
2020 Debt: \$129,868.80
\$1,590,490.90

Collections 91.30% Note: \$1,590,491, \$191,897, \$1,268,869 and \$129,869 are 2024/2025 budgeted assessments before discounts and fees. \$1,495,062, \$180,383, \$1,192,602 and \$122,077 are 2024/2025 budgeted assessments after discounts and fees.

\$ 1,452,056.60	
\$ 820.63	\$ 1,367,359.75
\$ (175,938.33)	\$ (165,624.45)
\$ (1,158,305.70)	\$ (1,090,088.65)
\$ -	\$ -
\$ (118,633.20)	\$ (111,646.65)
\$ -	\$ (0.00)

#### **Pest Findings by Location**

#### **WALNUT CREEK CDD LAKES & CANALS**

**JAN 01, 2025 TO MAR 03, 2025** 

Finding Types: All Finding Types

Target Pests: Iguana

**Iguana Control** 

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

Device	Date	Pest	Type	Quantity
Property				
	01/03/2025 02:32 PM	Iguana	Sighted	9
	01/03/2025 03:11 PM	Iguana	Sighted	8
	01/06/2025 08:48 AM	Iguana	Sighted	1
	01/10/2025 02:22 PM	Iguana	Sighted	2
	01/10/2025 02:39 PM	Iguana	Sighted	3
	01/13/2025 02:35 PM	Iguana	Sighted	7
	01/17/2025 03:03 PM	Iguana	Sighted	1
	01/27/2025 09:01 AM	Iguana	Sighted	2
	01/27/2025 03:59 PM	Iguana	Sighted	6
	01/31/2025 02:07 PM	Iguana	Sighted	4
	01/31/2025 02:13 PM	Iguana	Sighted	6
	02/05/2025 02:30 PM	Iguana	Sighted	3
	02/07/2025 02:07 PM	Iguana	Sighted	13
	02/12/2025 02:18 PM	Iguana	Sighted	2
	02/28/2025 02:34 PM	Iguana	Sighted	18
	03/03/2025 08:51 AM	Iguana	Sighted	2

Total Iguanas (Consolidated) for February 2025 (Lakes & Canals): 87 R.G.

03/03/2025

#### **Pest Findings by Location**

#### **WALNUT CREEK CDD TAFT ST WATERFALLS**

**JAN 01, 2025 TO MAR 03, 2025** 

Finding Types: All Finding Types

Target Pests: Iguana

**Iguana Control** 

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

Device	Date	Pest	Type	Quantity
Property				
	01/03/2025 01:24 PM	Iguana	Sighted	5
	01/03/2025 01:37 PM	Iguana	Sighted	4
	01/06/2025 09:21 AM	Iguana	Sighted	1
	01/08/2025 05:01 PM	Iguana	Sighted	1
	01/10/2025 01:18 PM	Iguana	Sighted	2
	01/13/2025 09:21 AM	Iguana	Sighted	1
	01/13/2025 01:43 PM	Iguana	Sighted	4
	01/27/2025 09:03 AM	Iguana	Sighted	1
	01/27/2025 01:18 PM	Iguana	Sighted	2
	01/27/2025 02:56 PM	Iguana	Sighted	2
	01/31/2025 12:54 PM	Iguana	Sighted	2
	01/31/2025 02:12 PM	Iguana	Sighted	2
	02/05/2025 02:30 PM	Iguana	Sighted	2
	02/07/2025 01:14 PM	Iguana	Sighted	5
	02/12/2025 02:18 PM	Iguana	Sighted	1
	02/28/2025 02:33 PM	Iguana	Sighted	4

Total Iguanas (Consolidated) for February 2025 (Waterfalls): 39 R.G.

03/03/2025

QTY.	MATERIAL	PRICE	AMOUNT	
				CRYSTAL
				POOL SERVICES INC.
1	Pertair San	7	(8)	10718 NW 53rd St. Sunrise, Florida 33351
	Filter TR-140	2 13	4,600	Office (954) 748-1306 Facsimile (954) 748-5998 acrystal@bellsouth.net • www.crystalpoolservicesinc.com
		- 1 HOR P. T. A.		
	PWC Parts, Give, C	Peny	200 -	- DATE 3 - 7 .20 2
	Multiport			ADDRESS 176521
	Value 2"		425	1800 NW 76 Avenor
	211 Bay Val	4	82 -	CITY PHONE
1	Sinhit Chan	211	96 -	SCHEDULED DAY AM PM NEEDS OK
	g crass.	2	16	NON ORDER BY BALANCE DIVINE TO
20				SERVICE DESCRIPTION OF WORK
6	5015 Bag of			West Waty Fa
	Grave 1 275	40	240 -	Weeds New Sand
13	5015 Been 07		1	
	6	. 3-	2	Files With Multipurt Valor
	Sand 650	20	260	W/ pra Gazel
-,				TOTAL MATERIAL 5.953
LA	bo to Remove E	gipma	At Ross	m - Remove Equipment LABOR 1,920 -
id	Remove old So	ned A	The To	tay P
War	Sand Filter Reset		920 -	
GNATURE	14 14	DATE COMP	LETED	1 gibbiled 10
	15 HOUS)			Thank You PAY THIS AMOUNT \$\(\frac{1}{2}\) 7.873. \(\frac{1}{2}\)



02.WalnutCreek.FishStocking.Pro2

6900 S.W. 21st Court . Building 9 . Davie, FL 33317 Toll-Free: 800.270.6558 . Local: 954.382.9766 . Fax: 954.382.9770

Email: info@allstatemanagement.com

## SPECIAL SERVICE AGREEMENT / FISH STOCKING

<u>DATE</u> : 02/19/2025	Walnut Creek c/o Special District Services 2501 A Burns Road Palm Beach Gardens, FL 3 TERMS: Balance due upon job comp	(3401 <u>!</u>	(786) 503-1633 rgalvis@sdsinc.org DELIVERY: April 10, 2025
DESCRIPTION		<u>.</u>	AMOUNT
•	of approximately 2,600 mixed annual Spring stocking event	!	\$ 667.00 / one-time
Fish stocked will be	fingerling size		
Mixed sportfish incl	ude: bluegill, channel catfish ar	nd mosquito fish	
THIS OFFE	R IS GOOD FOR THIRTY (30)	DAYS FROM DA	ATE OF QUOTATION.
ALLSTATE RESO	URCE MANAGEMENT, INC.	prices, specific satisfactory an the signers ack	ACCEPTANCE: The above cations and conditions are d are hereby accepted and knowledge that they are execute this document.
ALLSTATE (Signa	ture)	CUSTOMER (	Signature)
NAME / TITLE (Pri	inted)	NAME / TITLE	(Printed)
DATE		DATE	

# Walnut Creek CDD Storm Drainage Cleaning

	Storm Drain	age Cleaning	
Americlean	Flotech	Raptor Vac	Top Dog
Perform the cleaning of 91	_	es/Catch Basins (As per insp February 2025).	pection performed by Field
\$10,010.00	\$30,400.00	\$10,465.00	\$9,100.00





PO Box 560951 Miami, Fl 33256 Phone (305) 270-3233 Fax (305) 259-4214

February 28, 2025

Walnut Creek Community Development District c/o Special District Service, Inc. 2501A Burns Road

Palm Beach Gardens, FL 33410

Attn: Ronald Galvis

## STORM DRAIN CLEANING

## (91) Drainage Structures

## **Scope of Work:**

Signature:

Vacuum pump truck to remove debris from each drain and pit. Pressure jet clean drains pit walls and bottom.

Remove debris from area.

All work is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Total cost for (91) Catch Basins: \$ 10,010.00

With payment to be made at: Terms: Net 30 days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Sincerely submitted,
Oscar Vinces
ACCEPTANCE OF PROPOSAL  The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined above.
Date:
Note: Proposal may be withdrawn by us if not accepted within 90 days.



# Walnut Creek CDD - Catch Basin Cleaning

## **Special District Services**

2501 Burns Road Palm Beach Gardens, FL 33410 United States

## **Ronald Galvis**

rgalvis@sdsinc.org (786) 503-1633 Reference: 20250306-152021989
Quote created: March 6, 2025
Quote expires: April 5, 2025
Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

## **Comments from Luis Ferre**

Project Owner Information

Project Owner: Walnut Creek CDD

Owner Contract/Project Number: N/A

Owner Project Name: N/A

Project General Contractor (Prime): N/A

Onsite Point of Contact: Ronald Galvis

Region: South

County: Broward

Job-site Address: 7500 NW 20th St, Pembroke Pines, FL 33024

Estimated First Date Onsite:

Post-Construction: No

Maps/Plans Provided: No

Technical Specifications:

Certified Payroll Applicable: No

Heavy Construction Wage Applicable: No

Deliverables Instruction: Before / after pictures.

Billing Instructions: N/A

AP / Billing contact email: N/A

Business Development Rep: Luis Ferre

<u>Scope of Work</u>: Jet/vac cleaning of existing inlets / catch basins, per the direction of Special District Services.

Flotech reserves a minimum of right to a minimum of 5 catch basins per day.

Heavy cleaning provision: This proposal assumes light to medium cleaning of existing drainage structures. If heavy cleaning is encountered, the following hourly rates and conditions will apply:

Hourly jet/vac cleaning and CCTV pipe inspection pricing:

- Jet-Vac Cleaning: \$275 per hour (portal-to-portal)
- CCTV with Vactor: \$450 per hour (portal-to-portal)
- 4-hour minimum (portal-to-portal)

Should we encounter heavy cleaning, a change order in unit pricing can be requested.

## Inclusions:

 Sewer Combination Vactor 2100 with 15 CY Debris Tank / 80 GPM / 2500 PSI with operator and laborer.

## Exclusions:

Plugging and dewatering of drainage system, baffle removal / reinstatement, baffle replacement, NPDES reporting, Pipe cleaning, CCTV inspections, professional divers, confined space manhole entry, MOT Permitting, Major MOT Set-up's, Hydrant meter access, Repairs, Root removal, soft digging, flexible hose setup.

Flotech Environmental is a certified SBE, DBE, MBE, CBE company.

## **Products & Services**

Item & Description	Quantity	Unit Price	Total
Catch Basin Cleaning EA	91	\$250.00	\$22,750.00
Mobilization Billed per day of service.	9	\$250.00	\$2,250.00
Offsite Disposal Billed per each load of debris removed offsite.	9	\$600.00	\$5,400.00
	One-time subtot	al	\$30,400.00

\$30,400.00

Total

#### **Purchase terms**

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

## **Assumptions:**

Pricing is based on provided project information and assumed site conditions. Work areas must be suitable for requested services without undue risk to equipment or personnel, unless stated otherwise by the Owner in writing.

## **Change Orders:**

If initial investigations or performance reveal conditions different from typical assumptions, the Contractor may negotiate reasonable changes in terms.

#### Disclaimer:

Cleaning and CCTV inspection work must meet NASSCO-PACP standards.

The Contractor is not liable for damage caused by preexisting conditions. If the camera cannot pass through a manhole section, the Contractor will attempt inspection from the opposite manhole. If unsuccessful, the inspection is marked as Survey Abandoned and considered complete.

- An hourly standby rate of \$500 will apply for any issues that delay production outside of Flotech Environmental's control.
- Nighttime/weekend hourly rates: \$300 for 2-man Jet-Vac Cleaning crew; \$500 for 3-man Jet-Vac Cleaning or Jet-Vac Cleaning & CCTV Inspection crew.

If plugging and dewatering line segments are required during the project and were not included in the initial quote, additional costs will be added to the final invoice.

• Plugging & Dewatering Operations costs: \$450 for first plug (up to 24"), \$800 for first plug (24"+), additional plugs on the same day: \$225 (up to 24"), \$400 (24"+).

## **Cancellation Notice:**

Cancellations before 2:00 PM will result in a charge for the 4-hour minimum at the hourly rate, except for immediate weather conditions affecting safety.

## Payment:

Flotech will invoice at the completion of each weekly billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

## **Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Ronald Galvis** 

rgalvis@sdsinc.org

Verify to sign

## **Questions? Contact me**



Luis Ferre

Business Development Associate luis.ferre@flotechllc.com +17862028723

Flotech Environmental, LLC 657 South Dr. Suite 401 Miami Springs, FL 33166 United States



# **PROPOSAL**

Tel 786-694-0709

E-mail: operations@raptorvac.com

## STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Walnut Creek CDD % SDS, Inc.	PROJECT NAME: Walnut Creek
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens	PROJECT LOCATION: 1800 NW 76th Ave, Pembroke Pines, FL 33025
CONTACT: Management	<b>DATE:</b> March 4, 2025

We hereby propose to furnish all labor and equipment to complete the work outlined in accordance with Scope of Work listed below.

**SCOPE OF WORK:** Vac-con combination sewer cleaner to vacuum out sediment from ninety one (91) storm drain structures located throughout the District.

**COST:** We propose to conduct this work in accordance with the above Scope of Work for the sum of \$10,465.00.

## Ten Thousand Four Hundred Sixty Five Dollars and 00/100 Cents

TERMS: Net 30

**ACCEPTANCE:** Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:
Authorized Representative's Signature
Date of Acceptance



## **ESTIMATE**

## TOP DOG SEWER AND DRAIN CLENING LLC

2645 Executive Park Drive STE 523 Weston, Florida 33331 **United States** 

7866633581

Bill to

Special District Services Walnut Creek CDD

Ronald Galvis

(786)503-1633

Ship to

7500 NW 20th Av

Pembroke Pines, Florida 33024

**United States** 

rGalvis@sdsinc.org

**Estimate Number:** 

**Customer Ref:** Walnut Crrek Estimate Date: February 26, 2025

> Valid Until: March 28, 2025

Grand Total (USD): \$9,100.00

Items	Quantity	Price	Amount	
Storm Drain Cleaning Walnut Creek CCD	91	\$100.00	\$9,100.00	
Estimate to bring an industrial vacuum truck and clean the 91 storm drains located through out the property. There is one drain that we will bring 20 feet of flex hose so that we can reach behind the house. Top Dog will remove all the dirt and debris from the storm drains. After removing the debris we will wash the walls and lid of the catch basin. All debris will be dumped at the proper septage facility.				
Please Note: After the system is cleaned, Top Dog Sewer And Drain cannot guarantee that the ground will percolate rain water in heavy rains and down pours. The ground will still need time to soak in the water. Also if there are roots in the lines, there is not guarantee on the storm drain cleaning.				

\$9,100.00 Grand Total (USD):



# Arking Solutions Inc.

March 8, 2025

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

Ref: WALNUT CREEK MAIN ENTRANCE IMPROVEMENT.

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for "ADJUST CONTROL ACCESS" according the requirements on the last meeting.

## **SCOPE OF WORK:**

Furnish Labor, Material and Tools.

- Sunshine Utilities Location.
- M.O.T.
- Cut and Remove existing concrete curb.
- Demo existing asphalt for new curb.
- Excavation for new curb.
- Concrete Curb Type "D" 3,000 P.S.I. up to 90 LF
- New Sod.
- Sawcut asphalt, new trench to crossing the road on visitors and residents access area aprox. 40 LF, to install a new 2" empty pipe. (Deep 30")
- Remove Pavers, new trench to crossing the return road aprox. 40 LF To install a new 2" empty pipe. (Deep 30")
- Remove and reinstall existing pavers visitor's area for new Loops.
- Saw cut and reconstruction 4 points of Concrete Curb and Gutter for crossing the road.
- Compaction Test. 4 points
- Furnish and Installation empty 2" for future electrical connections including excavation. Aprox. 230 LF.
- Furnish and Installation new 1" pipe for new electrical connection including excavation.
- Electrical connections for 2 new arms barrier and loops. (The existing arm will be discharged)

# Arking Solutions Inc.

- Water Proof Junction box. 4
- New Mega Arm Barrier. (2) (The existing arm will be discharged)
- Led red and green 15 foot long. (3) (Including the Residents arm)
- Reinforced Concrete bases. (2)
- Arms Barrier surface sensors. (4) (2 more)
- Load and haul away construction debris and trash.

## THERMOPLASTIC STRIPING

2 Un. 24" Stop Solid Yellow Line

4 Un. Solid Yellow Arrow.

330 LF. 6" Yellow Solid Line.

150 LF 4" Solid White Line.

25 Un. RPM (2 Way Reflective Marking 4x4)

## **SIGNS**

1 Un. Sign R2-5A & W13-01

1 Un. Sign C.S.2 Reflective.

2 Un. R10-6

1 Un. Sing C.S.1 Reflective.

1 Un. R1

**Construction** \$ 66,625=

## PERMIT PROCESS

Process with Pembroke Pines & Public Works Broward County \$2,600=

## **Not Included:**

Landscaping work.

Irrigation Systems.

Asphalt Patching, according Public Works requirements.

Fire devices if is required. (Knox Box)

phone: (305)-318-7703 | fax: (954)-442-9413

Page 46



# Arking Solutions Inc.

## PAYMENT SCHEDULE:

50% Deposit payment.

40% As per progress work.

10% Final Payment.

Best Regards,

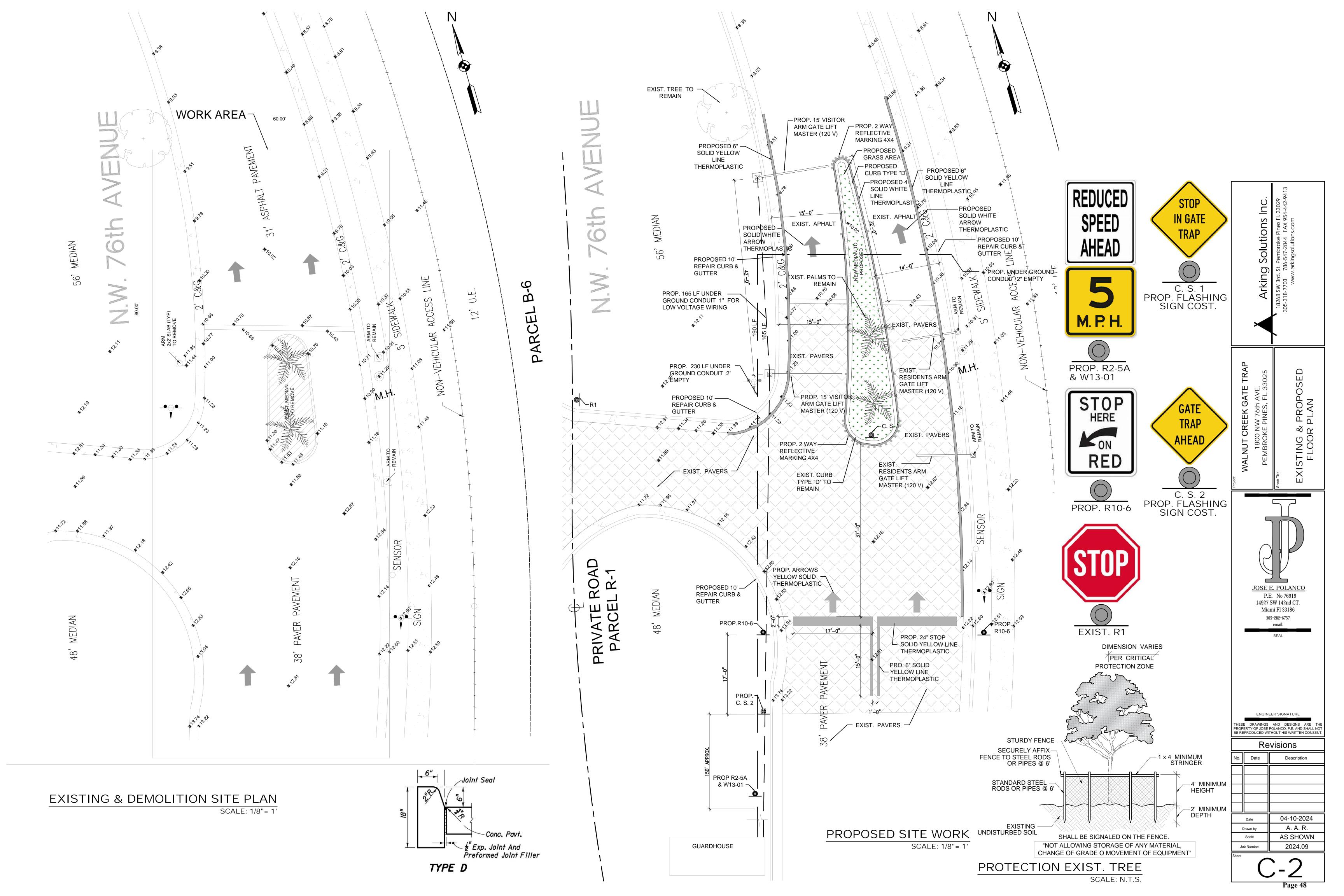
Martha L. Arango

Martha L. Arango C.G.C.

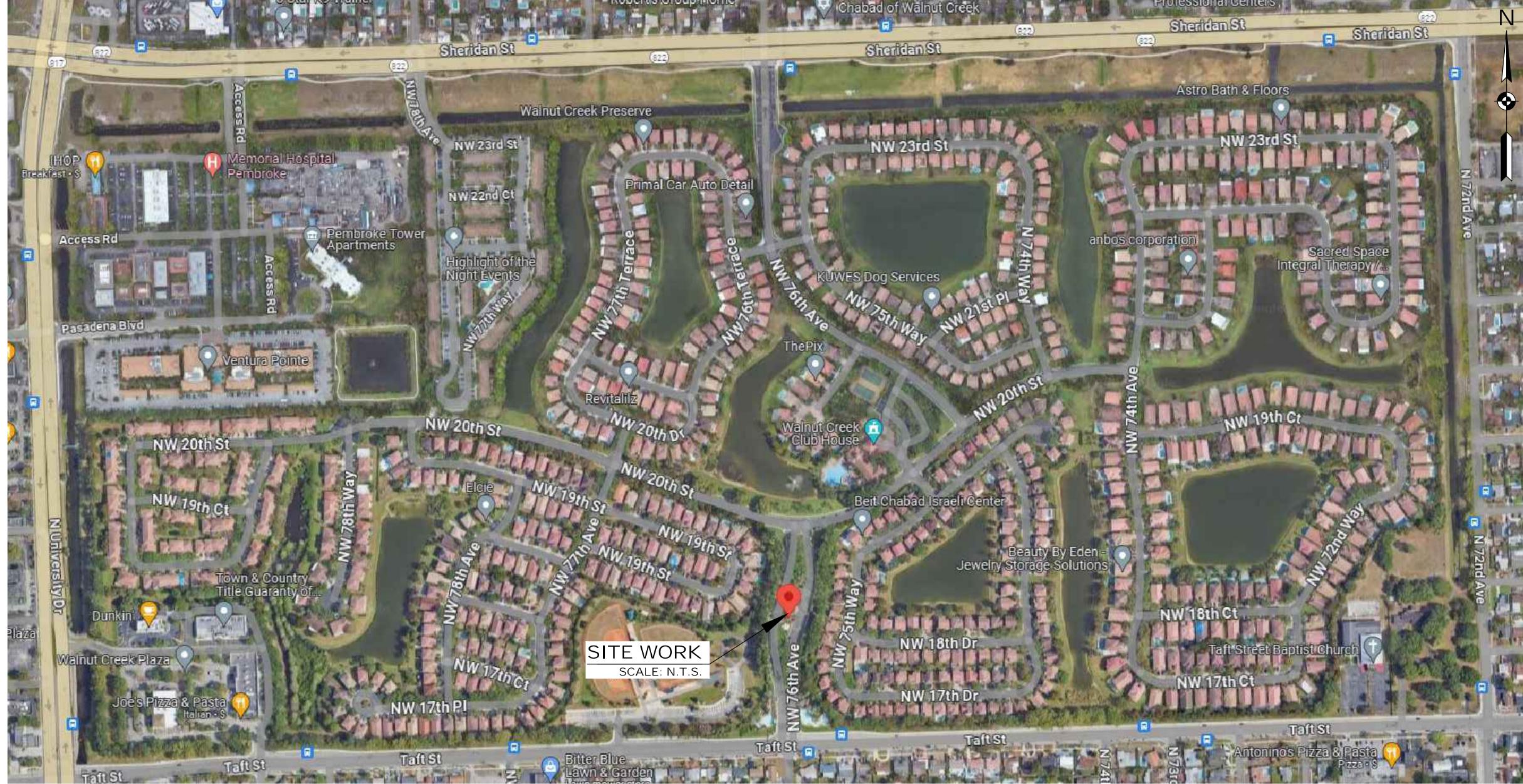
**Construction Manager** 

Acceptance:\_\_\_\_\_

3029



# WALNUT CREEK GATE TRAP IMPROVEMENT



LOCATION SKETCH SCALE: N.T.S.

## **GENERAL NOTES:**

- 1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING
- CODE 2020 EDIT AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES. 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED BEFORE PROCEEDING WITH THE WORK.
- 3. CONTRACTOR TO ACQUIRE ALL REQUIRED PERMITS FOR THE CONSTRUCTION AND SUBSEQUENT OCCUPANCY OF THE PROJECT.
- 4. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE DONE IN A NEAT AND WORKMAN LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING
- 5. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY MATERIALS REQUIRED TO
- INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS. 6. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED. REMOVALS SHALL BE COORDINATED WITH THE OWNER AND ALL BUILDING AUTHORITIES HAVING JURISDICTION.
- 7. CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH RED-LINED AS BUILT DRAWINGS FOR ANY AND ALL FIELD CHANGES AND/ OR ADDITIONS TO THE WORK INCLUDING THE DRAWINGS.
- 8. IF ANY CHANGES AND/OR DEVIATIONS RE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
- 9. IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
- 10. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
- 11. SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEERS.
- 12. CONTRACTOR OR SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND ANY DAMAGE TO HIS WORK WHILE PROJECT IS UNDER CONSTRUCTION.
- 13. ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REUSED ON ANY OTHER LOCATION EXCEPT WHERE THE ONE FOR WHICH THEY WERE EXPRESSLY DESIGNED. IF THESE DRAWINGS OR ANY PART THERE OF IS REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT, THE PERSON SO DOING WILL BE INDEBTED TO ARCHITECT FOR HIS FULL COMMISSION.

## **DRAWING INDEX:**

- COVER PAGE, SITE WORK & NOTES
- C 2 EXISTING & PROPOSED FLOOR PLAN
- ELECTRICAL COVER SHEET E - 1
- ELECTRICAL PLANS E - 2
- ELECTRICAL PANEL SCHEDULES, RISER DIAGRAM AND E - 3 DETAILS
- E 4 ELECTRICAL SPECS

# SCOPE OF WORK:

- INSTALLATION OF A GATE TRAP ACCESS SYSTEM.
- GATES ACCESS CONTROL AND TRAFFIC CALMING CONTROLS FOR PUBLIC AND PRIVATE ROADS CONSIDERING EMERGENCY VEHICLES RESPONSE CRITERIA FOR GATES.
- PAVEMENT AND ROUTE WAY WORK.
- ELECTRICAL WORK.
- NOT PLUMBING & MECHANICAL WORK.

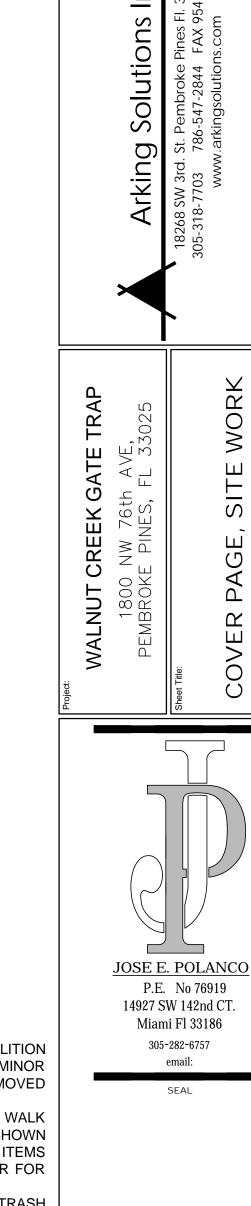
## **DEMOLITION NOTES:**

- 1. THIS PLAN IS INTENDED TO SHOW THE OVERALL SCOPE OF DEMOLITION WORK TO BE DONE. IT DOES NOT SHOW ALL OF THE SPECIFIC MINOR ITEMS EXISTING IN THE SPACE THAT WILL BE REQUIRED TO BE REMOVED
- TO COMPLETE THE WORK. 2. THE CONTRACTOR SHALL VISIT THE JOB SITE AND PERFORM A WALK THRU WITH THE OWNER TO IDENTIFY THE SPECIFIC ITEMS NOT SHOWN ON THIS PLAN THAT WILL BE REMOVED AND COORDINATE WHICH ITEMS WILL BE DISPOSED OF AND WHICH WILL BE GIVEN TO THE OWNER FOR
- HIS STORAGE. 3. THE CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK, TRASH
- REMOVAL, STORAGE, ETC. WITH THE OWNER. 4. THE OWNER SHALL SUPPLY THE CONTRACTOR WITH AN ASBESTOS SURVEY IDENTIFYING ANY ITEMS THAT MAY HAVE ASBESTOS. THE CONTRACTOR SHALL FOLLOW THE SURVEY AND ANY ITEMS HAVING ASBESTOS SHALL BE REMOVED OR CONTAINED AS REQUIRED BY A CERTIFIED ASBESTOS ABATEMENT CONTRACTOR.
- 5. ALL WORK SHALL BE CUT, PATCHED OR MODIFIED AS REQUIRED AND REFINISHED AS WELL AS REFINISHING EXISTING ITEMS REMAINING TO BE REPRODUCED WITHOUT HIS WRITTEN CONSEN ACHIEVE A CONSISTENT FINISH AND A SATISFACTORY COMPLETED CONDITION.
- 6. THE CONTRACTOR SHALL PROVIDE SAFETY FEATURES OR METHODS DURING DEMOLITION AS REQUIRED BY APPLICABLE CODES, O.S.H.A. OR SPECIFICATIONS.

7. CONTRACTOR SHALL VERIFY ALL PLUMBING, MECHANICAL AND

- ELECTRICAL ITEMS TO BE REMOVED OR RELOCATED PRIOR TO PERFORMING THE WORK. 8. ALL SURFACES DAMAGED BY DEMOLITION SHALL BE REPAIRED AND
- REFINISHED TO MATCH ADJACENT SURFACES AND AS PER FINISH SCHEDULE. 9. REMOVE ALL EXISTING CABINETS, FURNITURE AND FIXTURES DEPICTED ON THE DRAWINGS. COORDINATE WITH THE OWNER, THE DISPOSAL OR
- STORAGE OF THESE ITEMS. 10.REMOVE ALL EXISTING FLOOR CARPET, TILE, ETC. AND PREPARE SURFACE TO RECEIVED NEW FINISHES PER FINISH AND/OR INTERIOR DESIGNERS SPECIFICATIONS OBSERVE ANY ITEMS ADDRESSED BY THE
- ASBESTOS SURVEY AS NOTED ABOVE. 11.CONTRACTOR IS TO VERIFY WITH THE OWNER AND IDENTIFY ALL EXISTING PIPES, CONDUITS, ETC. PRIOR TO DEMOLITION. CONTRACTOR SHALL IDENTIFY W/ PAINT ALL PIPES, CONDUITS, ETC. THAT ARE NOT

GOING TO BE DEMOLISHED OR REMOVED.



THESE DRAWINGS AND DESIGNS ARE

PROPERTY OF JOSE POLANCO, P.E. AND SHALL NOT

Revisions

Description

04-10-2024

A. A. R.

AS SHOWN

2024.09

Page 49

Date

Date

Drawn by

Job Number

# RFP- Request for Bid AGREEMENT

## For Landscape Maintenance Services

day of

THIS ACREMENT made and entered into this

construed against the District than against the Contractor.

shall be final and binding upon all parties.

Community Development District, a local unit of special purpose government established pursuant to Chapter 190,
Florida Statutes, party of the first part (hereinafter sometime called the District") and
, party of the second .part, hereinafter called the "Contractor".
WITNESSETH:
That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:
ARTICLE I. SCOPE OF WORK
The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of landscaping areas within the Contract Documents.
ARTICLE II.
The District shall pay the Contractor for the faithful performance of the contract in lawful money of the United States and subject to additions and deletions as provided in the contract document as follows.
ARTICLE III.
The Contractor shall commence Work on, 20 and shall be performed in accordance \Vith these Contract Documents.
TERMINATION
The District reserves the right to cancel and terminate this contract, in whole or in part, in its sole discretion, upon providing Contractor with Notice of Termination in accordance with section 2.31 of the General Conditions. Notice of Termination shall be in writing and delivered by certified mail to the Contractor in accordance with Article VII hereof and section 2.17 of the General Conditions.
ARTICLE IV. CONTRACTOR'S ACCEPTANCE OF CONDITIONS
The Contractor has carefully examined the described Right-of-way, Water Management Areas and Similar Planting Areas and has made sufficient tests and other investigations to fully satisfy him as to site conditions.

It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the District as in compliance with terms of this Contract and related specifications covering said Work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Work required by this Contract and related specifications not performed by the Contractor, after receipt of written notice in accordance with Section 2.28 of the General Conditions of such failure to perform said Work to

It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly

Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision

and between the Walnut Creek

recover reasonable cost for such Work from the Contractor or, reduce the sums of money due Contractor by the cost of such Work.

## ARTICLE VI. CONTRACT DOCUMENTS

## THIS CONTRACT SHALL INCLUDE THE NOTICE TO BIDDER:.

Notice to Contractor Instruction to Bidders General Conditions Contract / Agreement Landscape Maintenance Bids Form 2007 Detailed Specifications

## ARTICLE VII. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with Section 2.17 with General Conditions:

DISTRICT: Walnut Creek Community Development District ,..;

c/o Special District Services, Inc. 2501A Burns

Road

Palm Beach Gardens, Florida 33410 Attn: District

Manager

With copy to: District Counsel

888 Southeast 3rd Avenue, Suite 301 Fort

Lauderdale, Florida 33316

## CONTRACTOR:

## ARTICLE VIII. STORM RESPONSE

In the event of a severe storm-related event, including but not limited to a tropical storm or a hurricane, causing damage to the landscaping within the District, Contractor shall take the following steps:

- A. <u>Pre-Storm.</u> If it is determined by the National Hurricane Center or other government entity that the area where the District is situated will potentially be impacted by a severe weather event, tropical storm, hurricane, or other natural disaster, the following steps shall be taken prior to such a potential event:
- 1. If at all possible, Contractor shall meet with the District Manager or his designee on site at least 72 hours prior to the potential event;
- 2. The District and Contractor will select a temporary staging area for the collection of debris with GPA coordinates; such site shall have easy access with no overhead obstruction (i.e. power lines), and the site shall be secure so that only debris from the District is deposited there;
- 3. If the Contractor is responsible under this Agreement for the cleaning of storm drains, Contractor shall clean all storm drains of obstructions prior to the potential event;
- 4. Contractor, with the District Manager or his designee, shall inspect all trees and landscaping to identify items that should be addressed prior to the potential event (i.e. necessary trimming);
- 5. Contractor shall receive from the District and then distribute the same to its supervisors and account managers, a list of emergency numbers for utilities and District personnel, which list shall be maintained and utilized by Contractor and Contractor personnel and agents in connection with response to the storm- related event; and
- 6. Contractor and the District Manager or his designee shall develop a response plan in accordance herewith for Contractor response after the disaster event.

## B. <u>Post-Storm:</u> •

1. No later than eight (8) hours after the event, Contractor shall appear on site, an evaluation of the District shall be performed to identify any hazards related to the landscaping, and the Contractor shall arrive with a crew prepared to clear all roadways and sidewalks to ensure safe and clear passage for emergency and public safety vehicles and pedestrian traffic. The crew shall arrive on site equipped with all necessary tools and equipment to perform such task.

- Any hazardous areas, which are the result of downed power lines or other utilities shall be secured and utilities notified.
- 3. Check the following websites to determine if the location of the District is included in an area that has been declared a disaster: (I) <a href="http://www.fema.!WV">http://www.fema.!WV</a>. and (2) <a href="http://www.floridapa.ore">http://www.floridapa.ore</a>.
- 4. Complete the form requesting public assistance (RPA) with correct information and all contact information for Primary and secondary Contact persons. The form can be found at <a href="http://www.floridapa.om">http://www.floridapa.om</a>.
- 5. The District will be notified of a "Kick off" meeting where information from state and federal representatives will be provided to explain how the application process is to proceed.
- 6. On site, all roadways and sidewalks should be cleared to ensure safe passage for emergency vehicles, public safety vehicles, and pedestrian traffic. -
- 6. Document all activities generating a cost that may be part of a District claim for reimbursement from either the state or federal government. Such documentation shall include, but not be limited to, the following:
- a. Photographs of all damage to District structures and landscaping;
- b. Accurate measurements (cubic yards) of any debris to be removed. The trucks removing and hauling debris must be certified in accordance with state and federal rules for reimbursement, copies of all dump tickets shall be provided to the District, and the dumpsite address(es) for each dump ticket shall be identified;
- c. Provide an independent monitor to document each load of debris;
- d. Maintain and provide a record of all employee's and timesheets for work associated with storm response;
- e. Identify the type of equipment utilized (i.e. fuel consumption and hours of operation for chainsaws, backhoes, shovels, and other equipment excludes hand tools);
- f. Coordinate with the District with respect to the use of any temporary staging site for debris and ensure that the proper permit has been obtained from the EPA;
- g. Provide a GPA in connection with stump removal and any temporary staging site(s), identifying locations within the District;
- h. Provide copies to the District of all invoices, noting man hours, equipment used, dates, and times.

[THE REMAINDER OF TIDS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract. (*)
Attest:
BOARD OF SUPERVISORS
Walnut Creek Community Development District Broward County, Florida
Signed, Sealed and Witnessed in the presence of:
Attest:
As to Contractor(*)
(*) In the event the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Director of Corporation, authorizing the officer who signs the Contract to do so in its behalf.

## WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE OF
RIGHTS-OF-WAY, WATER MANAGEMENT AREAS
AND SIMILAR PLANTING AREAS WITHIN THE DISTRICT

**BID SPECIFICATIONS** 

March 2025

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# WALNUT CREEK

## NOTICE OF BID

COMMUNITY DEVELOPMENT DISTRICT, BROWARD COUNIY, FLORIDA, until 1:00
P.M., [local time], 20 at the District Office, 5701 N.Pine Island Road, Ft Lauderdale, Florida 33321/and commencing at 1:00 P.M. on the above date, such bids as received will be opened
and read aloud at the District Office,
The work for which these proposals are to be submitted consists of providing labor and equipment. for the routine high quality maintenance of grass and landscape areas, which 'include the maintenance of sprinkler systems, fertilization, and weeding as required, pursuant to the terms and conditions of the specifications and Contract Documents pertaining thereto which may be examined at the office of the District, 5701 North Pine Island Road, Ft Lauderdale, Florida 33321. One copy of the documents,
including blank bid forms to be executed and submitted with a proposal, may also be obtained at the offices of the District. A payment pf fifty dollars (\$50.00) will be required for the bid set. Checks payable to Walnut Creek CDD. No refunds will be provided.
Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth: in the Contract Documents. A mandatory prebid bid meeting will be held on Friday, 20, at 11:00 AM. at 7500 NW 20th Street Pembrook Pines, Florida. Contact at for further details.
The DISTRICT reserves the right to accept or reject any or all bids, to waive irregularities,. and to award the contract as it deems will best serve the interests of the DISTRICT.  • • •
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
District Manager

## SECTION 1 INSTRUCTIONS TO BIDDERS

1.01 SEALED PROPOSALS - Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the Work herein specified and as shown in the Contract Plans.
1.02 DEFINITION OF TERMS - Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:
Walnut Creek Community District or its authorized representative.
Any person, firm or corporation submitting a proposal for the work covered by these specifications.
;
Contractor: The person, firm or corporation with whom the Owner has executed a contract for the Work herein specified.
Manufacturer or Supplier: Any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the Work herein specified.
1.03 DELIVERY OF PROPOSALS - All bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:
Proposal for Landscape Maintenance of Rights-of-Ways, Water Management Areas and Similar Planting Areas within the District
and addressed to: Walnut Creek Community Development District 5701 North Pine Island Road Suite 370 Fort Lauderdale, Fl 33321 Attention: Luis Hernandez, District Manager
1.04 SIGNATURE ON PROPOSAL - The Bidder shall sign proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a

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corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered, also the names and business address of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so. •

- 1.06 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.
- 1.07 CONFIDENTIAL FINANCIAL STATEMENT Bidders under consideration for award shall furnish a confidential certified financial statement, current within the past thirty days, which must include a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.
- 1.08 QUALIFICATION OF BIDDERS It is required that all Bidders enclose with their sealed bids the following information:
- 1. A detailed description of the firm including address, telephone number, License Classification with number and date of expiration! F:estricted Pesticide License status, and banking and credit references.
- 2. Briefly describe the educational background and professional experience of firm owners, supervisors or key employees.

. ...

- 3. List similar contracts for landscape maintenance now held by your firm and other similar contracts, if any formerly held. Similar Contracts is d fined as "residential communities, similar or greater in size, the nature, extent and variety of landscaping installed and maintained within the community, to that of Walnut Creek CDD, with annual contract amounts at or in excess of \$200,000". List at least one person for each such contract whom may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- 4. The Contractor shall provide written agreement that only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as having completed training.
- 5. The contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit in writing, with his bid, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner within the time limit stated in the proposal. Contractor shall include a list of current equipment owned and operated by Contractor, an employee list including years of experience in the employ of Contractor, and Contractor shall designate in writing and submit with bid, a Project Manager/Superintendent to be assigned to the Walnut Creek Community who will be responsible for providing supervision of the Work and the expercience and qualifications of same.
- 1.09 DISQUALIFICATION OF BIDDER More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder submits or is financially interested in more than one proposal for the same work will cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

- 1.10 RIGHT TO REJECT PROPOSALS The Owner reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.
- 1.11 AWARD OF CONTRACT The award of the contract, if it is awarded, will be to the lowest responsive and responsible high quality Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder to do the work and to have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the Owner within the time specified.

## 1.12 DELETED

- 1.13 EXECUTION OF CONTRACT Immediately following the award of the contract to the Bidder by the Owner, the attorney for the Owner will prepare a formal contract to be EXECUTED by the parties, which contract will be in substantially the same form of agreement which is attached to the various papers which were delivered by the Owner or his representative to the Bidder in the first instance. The Bidder shall execute the contract and furnish a Certificate of Insurance written by a company licensed to do business in the State of Florida, acceptable to the Owner, evidencing the EXISTENCE of a performance bond in an amount not less than Orte Hundred Ten percent (110%) of the contract price, unless the Bidder agrees to receive payment of the contract amount for each item completed, less 10 % retainage each month as stated in Section 2.25 in the General Conditions.
- 1.14 FAILURE TO EXECUTE THE CONTRACT- The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of Proposal Guaranty deposited with proposal will be retained or be paid upon demand by the Owner, not as a forfeiture, but rather will be for liquidated damages for the failure to enter into the contract, it being agreed to by each Bidder in advance that the Owner will sustain certain damages equal to, or in excess of, the amount of the Proposal Guaranty, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right to contest upon submitting a proposal.
- 1.15 TIME OF AWARD The Owner reserves the right to hold all bids and Proposal Guaranties for a period not to exceed ninety (90) days after the date of bid opening stated in the Notice to Contractors.
- 1.16 BID MODIFICATIONS No bid modifications shall be submitted or accepted. \_

## SECTION2 GENERAL CONDITIONS

	<b>2.01 DEFINITIONS</b> - Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning for such terms shall be interpreted as follows:
	1. Addenda: A written explanation, interpretation, change correction, addition, deletion, or modification, affecting the Contract Documents, including Specifications issued by the Owner and distributed to the prospective Bidder(s) prior to the bid opening.
	2. Affidavit: The instrument which is to be signed by the Contractor and submitted to the Owner, upon completion of that job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the Owner incident to partial payments.
	3. "And" - "or": The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
	4. Article: The prime subdivision of a section of these or any other refere ced specifications, the Instructions to Bidders, the Special Conditions and General Conditions.
	5. Bidder: An individual, finn, or corporation submitting a Proposal for the Work contemplated; acting directly or through the duly authorized representative.
	6. Proposal Guaranty: The bid security or bid bond designated in the Proposal to be furnished by the Bidder as guaranty that he will enter into Contract for the Work, if his Proposal is accepted.
	7. Calendar Day: Any day, including Saturday, Sunday and holidays, and regardless of the weather conditions.
	8. Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the Contract time issued after execution of the Contract.
9.	Contractor: The person submitting a Proposal accepted by the Owner and who thereafter enters into a

formal contract with the Owner to furnish the Work bid upon. The Contractor has the obligation to deliver to the Owner the completed job in good and working condition.

- 10. Contract Bond: The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Specifications and other Contract Documents, also referred to here as the Performance Bond.
- 11. Contract Documents: The Contract Documents, sometimes referred to as the Specifications, shall mean and include all part of the following:
- a. Notice to Contractor
- b. Instructions to Bidders
- c. General Conditions
- d. Contract/Agreement
- e. Change Orders
  - 12. Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper landscape maintenance and acceptable completion of the Work.
  - 13. Force Account Work: Work performed in addition to that set fourth in the original Contract or in supplemental agreement or change orders, and which is paid for on the basis of actual cost of material and labor, plus a fixed percentage of such cost.
  - 14. Landscape Maintenance: Landscaping maintenance includes the activities necessary to properly maintain right-of-ways, water management areas, lawns and similar planted areas, and repair of damaged irrigation systems. Activities may include mowing, edging, removal of weeds, fertilization, watering, pruning of trees and shrubs, controlling insects and disease.
  - 15. Materials: Any substance proposed to be used in connection with the construction of any structure, facility or appurtenance, or of Work, either by the Contractor or by its Subcontractors and any substance or equipment purchased by the Contractor for resale to the Owner under this Contract.

## 16. Notices:

- a. Notice of Acceptance: The official letter from the Owner to the successful Bidder, notifying him that he has been awarded the Contract.
- b. Notice of Award: Same as Notice of Acceptance
  - c. Notice to Proceed: The official letter from the Owner to the Contractor instructing the Contractor to commence Work under the contract.
  - 17. Person: The word "person" shall mean and include any individual, partnership, society, association, joint venture company, corporation estate, receiver, trustee, assignee, reference, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
  - 18. Principal: When used in the Proposal Guaranty, the word "Principal" means the same as the word "Bidder". When used in the Contract Bond, the word "Principal" means the same as the word "Contractor".
  - 19. Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.

- 20. Proposal: The offer of the Bidder for the Work when completely filled out and timely submitted on the prescribed Proposal Form, properly signed and guaranteed.
- 21. Proposal Form: The official form on which the Owner requires formal bids to be prepared and submitted.
- 22. Provided: As used in the Specifications, provided shall be understood to mean "provide complete in place" that is, "furnish and installed". Where as shown, as indicated, as detailed or words of similar import are used it shall be understood that references to the Specifications accompanying these documents are intended unless otherwise expressly stated.
- 23. Resident Project Representative: An authorized representative and/or employee of the Owner assigned to the project to make observations of the Work performed by the Contractor.
- 24. Scope of Work: Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- 25. Specifications: The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.
- 26. Special Conditions: Specific clauses supplemental to the other Contract Documents setting forth conditions which vary from or in addition to the other Contract Documents.

#### 27. State: State of Florida.

- 28. Subcontractor: A person supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor, but not with the Owner.
- 29. Superintendent: The Contractor's authorized executive representative, in responsible charge of the Work at all times.
- 30. Surety: The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the Work for which the Contract has been made and for his prompt payment of all debts pertaining thereto.
- 31. Work Order: A written authorization to the Contractor signed by the Owner,- concerning the performance of Work and/or the furnishing of materials on a Force Account Basis as provided in General Conditions.
- 32. Work: Everything expressed or implied, required to be furnished and/or done by the Contractor by any one or more of the Contract Documents, including any change orders modifying the Work to include additional areas not currently included in the contract documents.

## 2.02 OBLIGATIONS OF BIDDER TO KNOW ALL CONDITIONS RELATING TO PROJECT.

I. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied himself from his o,vn personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds sprinklers and irrigation systems, roads, sidewalks and paved paths, ground surface and subsurface, and an other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work may be included in the prices of the bid and thereby provide for the satisfactory landscape maintenance thereof.

- 2. The Bidder, in preparing his bid, shall take into consideration any and all work by other contractors which may be in progress at or near the site during the performance of the Work to which the bid relates, and that he will be expected should he be awarded the Contract, to avoid interference with work done by such other contractors and to coordinate his Work with other contractors at the site.
- **2.03 EXAMINATION OF CONTRACT DOCUMENTS** The Bidder shall examine carefully the specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the Work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.
- **2.04 DISCREPANCIES** Should the Bidder find discrepancies or ambiguities in, or omissions from the Specifications, or should he be in doubt as to their meaning, he shall at once notify the Owner.

## 2.05 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING - No oral

interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be mailed or sent by available means to all known prospective Bidders not later three (3) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such Addenda in the space provided therefore in the Proposal Form. In case any Bidder fails to acknowledge receipt of such Addenda or Addendum, his bid will nevertheless be construed as through it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. It is the responsibility of each prospective Bidder to verify that he has received all Addenda issued before bids are ?pen.

**2.06 FAMILIARITY WITH LAWS** - The Bidder is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

## 2.07 PREPARATION OF THE BID.

- 1. Signature of the Bidder: The Bidder must sign the Proposal Form in the space provided for the signature. If the Bidder is an individual, the words "doing business as ", . or "sole Owner" must appear beneath such signature. In the case of a partnership, the signature of the required number of partners must follow the firm name and evidence of the partners' authority must be submitted. The words "authorized member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal on behalf of the corporation shall be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested and provide evidence of each person's authority to act on behalf of the Bidder.
- 2. Basis for Bidding: The price for each item shall be on a lump sum or unit price basis according to the form of Proposal .
- 3. Price Bid: The Price for the Work shall be the sum of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. In the event that there is a discrepancy on the Proposal Form due to the unit price extensions or additions, the corrected extension and additions shall be used to determine the project bid amount.

## 4. Submission of bids:

a. Each bid must be submitted on the Proposal Form as furnished together with suitable Proposal Guaranty, herein described

- b. The above proposal and Proposal Guaranty must be submitted in a sealed envelope which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to Walnut Creek Community Development District, 5701 North Pine Island Road, Suite 370, Fort Lauderdale, FL 33321 and preferably special delivery, to Luis Hernandez, Manager. Proposals will be received until the date and hour stated in the advertisement for Bids.
- c. The Bidder must submit with his bid an accompanying letter in which he shall list the name and addresses of his major Subcontractors together with the services they will supply. These Subcontractors will be subject to review as to their competency by the Owner prior to award of Contract and shall be one of the considerations in determining the lowest responsible Bidder as defined hereinafter. After award of Contract, no change in Subcontractors shall be made unless approved by the Owner in writing by the Contractor which shall include the reasons for such request.
- d. The Bidder shall submit with his Proposal evidence in Landscape Maintenance and financial status by providing the following:
- (1) proof that he maintains a permanent place of business; and
  - (2) proof that he has adequate plant, machinery, manpower and equipment, and can do the Work properly, expeditiously and in high quality manner in order to meet time and budget requirements; and
  - (3) proof of recent, current and projected workloads of the Firm, together with evidence of previously awarded contracts to the Firm by Owner; and
  - (4) proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; and
  - (5) proof that he has successful contractual and technical experience in Work of Similar Contracts, size and scope within Broward County and/or surrounding areas; and
  - (6) proof that he has all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Bidder and the Work detailed in the Contract Documents; and
  - (7) proof that all the Subcontractors he proposes to use hold all valid necessary state, county and local licenses, and certificates of competency covering all operations of said Subcontractors.

## 2.08 DISQUALIFICATION OF BIDDERS.

- I. One bid per Proposal Area: Only one bid per Proposal Area or combination of Proposal Areas from an individual firm, partnership or corporation or association under the same or under different names will be considered. Reasonable grounds for believing that a Bidder submits or is financially interested in more than one bid Proposal will cause the rejection of all Proposals in which Bidder is believed to be interested.
- 2. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same Work.
- **2.09 WITHDRAW AL OF BIDS** Any bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening thereof. A bid may also be withdrawn sixty (60) days after the date of the bids, provided that the Bidder has not been notified that his bid has been accepted.
- **2.10 MODIFICATIONS OF BIDS** No modifications to the bid will be accepted from Bidders.

- **2.11 OPENING OF BIDS** Bids will be publicly opened and read aloud at the appointed time and place stated in the Advertisement for Bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agent are invited to be present.
- 2.12 CONSIDERATION OF BIDS For the purpose of award, after Proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered to have been made available to the public. Until the final award of the Contract, the right will be reserved to reject any and all Proposals and to waive technical errors and irregularities as may be deemed best for the interests of the Owner.
- **2.13 RIGHT TO ACCEPT OR REJECT BIDS** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the Owner. The Owner does not bind himself to accept the minimum bid stated herein, but reserves the right to accept the lowest responsive and responsible bid in its sole and absolute discretion, which in the judgment of the Owner will best serve the needs and interest of the Owner.

#### 2.14 AWARD OF CONTRACT

- 1. The Owner reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the Work contemplated. The Owner reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed 25 percent of the total bid prices for the project. If bids are found to be acceptable by the Owner, written notice will be given to the lowest responsive and responsible qualified Bidder of the Acceptance of his Proposal and of the award of the Contract to him.
- 2. If a Bidder to whom a Contract is awarded forfeits and fails to execute the Contract as provided for herein, the award of the Contract is annulled. The Owner may then award the Contract to the next lowest responsive and responsible qualified Bidder or the Work may be re-advertise or may be constructed by day labor as the Owner decides.
- 3. The Contract will be awarded to the lowest responsive and responsible high quality Bidder that best serves the interest of the Owner. The following elements, in addition to those noted in the Contract Documents, will be considered:
- a. Whether each Bidder:
- (1) Maintains a permanent place of business; and
  - (2) Has adequate plant, machinery manpower and equipment, and to do the Work properly, expeditiously and in a high quality manner; and
  - (3) Has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; and
  - (4) Has successful contractual and technical experience in Work in Similar Contracts, size and scope in Broward County and/or surrounding areas; and
  - (5) Holds all valid necessary state, county, and local licenses or certificates of competency covering all operations of the Bidder and the Work required under the Contract Documents.

- (6) Has evidence that all the Subcontractors he proposes to use hold all valid necessary state, county and local licenses or certificates of competency covering all operations of said Subcontractors.
- a. The amount of Work each Bidder, intends to perform with his own organization and the amount of Work he intends to Subcontract.
- b. The qualifications of the Subcontractors that the Bidder proposes to use.
  - c. The Owner also reserves the right to reject the Proposal of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on and in a competent and high quality manner.
  - **2.15 EXECUTION OF CONTRACT** The Bidder to whom a Contract is awarded will be required to execute in two (2) counterparts the prescribed Contract Bond within ten (10) days from the date of Notice of Acceptance of the Bidder's Proposal, and deliver the executed Contract to the Owner.
  - 2.16 INTENT AND CORRELATION OF DOCUMENTS The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents as is further understood that, upon the award of the Contract, no deviation will be allowed from the initial interpretation thereof. The intent of the Contract Documents is to include all labor, materials, supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the Work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the Contract Documents and shall apply\_ equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor or by any Subcontractor.
  - **2.17 NOTICE AND SERVICE** All notices, demands, requests, instructions, approvals and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other offices as the Contractor may from time to time designate in writing), or if deposited in the United States mail in a sealed postage prepaid envelope, or if delivered with charges prepaid to any telegraph company of transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the Owner, or to any of its representatives or any other notices or demands shall unless otherwise specified in writing to the Contractor, be delivered to the office of the Walnut Creek Community Development District, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Attention: District Manager or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or, in the case of other representatives of the Owner to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with U.S. Postal Service, or in the case of telegrams, at the time of actual receipt thereof.

## 2.18 TERMS OF CONTRACT.

1. The Contract shall be for a period of thirty six (36) months, commencing upon Notice ro Proceed at the price stated in the Proposal. Contract may be extended for twelve month periods upon mutual consent of both parties, so long as the increase, if any, is in the contract price for the subsequent year shall not exceed 5% of the prior years contract total, in which case, the contract shall be re-bid. •

- 2. The Walnut Creek Community Development District reserves the right to terminate the Contract in accordance with the provisions of Section 2.31 herein
- **EMPLOYEES** The Contractor shall at all times enforce strict discipline and good order among his employees and the employees of any subcontractors, and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to him. Subcontractors whose work is unsatisfactory to the Owner or who are considered by the Owner's Resident Project Representative as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the Owner and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Work.

All labor described in these Specifications or indicated on the Work specified or indicated, shall be executed in a high quality, thorough substantial and Workman like manner and by people skilled in the applicable trade.

All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Work included in this contract.

**2.20 SALES TAX EXCISE TAX** -All sales tax and excise tax shall be paid by the Contractor.

## 2.21 SUPERVISION AND RESJ;>ONSIBILITY OF THE CONTRACTOR - The Contractor shall

give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner and Resident Project Representative and with other Contractors in every way possible.

The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the Work, as his agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work on site when Contractor's employees are performing Work under this contract. Such superintendent shall be furnished irrespective of the amount of the Work sublet.

The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees 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 properly (other than the Work itself), including the loss of use resulting therefo e 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.

In any and all claims against the Owner 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 Workmen's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

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 Owner and the Owners Agent Certificates of Insurance evidencing the existence of the insurance policies as required herein.

**2.22 SURVEYS PERMITS AND REGULATIONS** - ,Both temporary and permanent permits, licenses, and any other approvals necessary for the prosecution of the Work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save hannless the Owner and all its officers, agents and servants, against any claims or liability arising from, or based on, the violation, of any such laws, ordinances, regulations, orders or decrees, whether by himself, his employees, agents or Subcontractors.

**2.23 PROTECTION OF PROPERTY AND THE PUBLIC** - The Contractor shall continually maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the Work.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise; he shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the W6rk by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or about the Work.

In an emergency affecting the safety of life, of the Work, or of adjoining property, the Contractor shall act promptly at his discretion to prevent such threatened loss or injury, and shall so act, without appeal if so instructed or authorized.

Any request for compensation claimed by the Contractor on account of emergency Work shall be reviewed by the Owner upon Contractor submitting proof and documentation to the Owner, and within thirty (30) days of receipt of all necessary documents, Owners shall make a determination.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefore; the same care shall be exercised by all Contractor's and Subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

## 2.24 INSURANCE.

1. The Contractor shall provide and maintain during the life of this Contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the Work and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Workmen's Compensationµ Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous Work under this Contract at the site of project are not protected under the "Workmen's Compensation" Statute, the Contractor shall provide and

shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

2. The Contractor shall provide and maintain during the life of this Contract, insurance that will protect him, and any Subcontractor performing work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Contract insurance that will indemnify and hold harmless the Owner, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the Work, injury to or conduct, want of care or skill, negligence and patent infringement providing th t any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone 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.

Insurance shall be provided with a limit of \$500,000.00 in each of three policies as follows:

- a. Comprehensive General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Owner shall be named as an additional insured.
- b. Comprehensive Auto Liability Insurance.
  - 3. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.
  - 4. At the time of execution of the Contract, the Contractor will file with the Owner certificates of such insurance, acceptable to the Owner. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner.
  - 2.25 **PERFORMANCE BOND** The Contractor shall obtain a Performance Bond\_ acceptable to the Owner in an amount not less than One Hundred Ten Percent (110%) of the Contract amount to insure full, faithful and complete compliance with and performance of the Contract. Such Bond shall be obtained from a firm or agency licensed to provide same in the State of Florida in lieu of posting said Performance Bond, the Contractor will agree to the payment of the Contract price each month during the term and course of the Contract, less 10%, with this remainder to be held by Owner as retainage to insure the complete and faithful performance of all the terms of the Contract. Retainage shall be returned by the DISTRICT at the end of each quarter subject to complete and faithful performance of all the terms of the Contract.
- **2.26 AUTHORITY OF OWNER-The** Owner shall have the aut4ority to suspend the Work wholly or
  - in part for such period or periods as may be deemed necessary due to any failure on the part of the Contractor to carry out orders given by Owner or the Resident Project Representative(s). The Contractor shall not suspend the Work necessary and convenient to perform Landscape Maintenance without the written permission of the Owner.
  - **EXAMINATION OF THE WORK** The authority and duties of the Owner's Resident Project Representative (s) are limited to examining the materials furnished, observing the Work done, and reporting their findings. The Owner does not underwrite, guarantee or insure the Work done by the Contractor. It is the Contractor's responsibility to perform the Work under the Contract Documents.

It is the Contractor's responsibility to perform the Work in all details in accordance with the Contract Documents, and the Owner shall never be responsible or liable to the Contractor's or any other party by reason of the Contractor's failure to do so. Any failure by the Owner or the Resident Project Representative to discover defects or deficiencies in the Work of the Contractor shall not release Contractor from his liability therefore to the Owner, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any Resident Project Representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract Documents.

**2.28 DEFECTIVE WORK** - Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the Owner and Resident Project Representative and in accordance with the requirements of the Contract, within the same time stated in said written notice, the Owner may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the Owner in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under his Contract. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to Owner shall be sufficient cause for the Owner to declare the Contract in default, in which case the Owner at its option may cancel the Contract and contract with another individual, firm or corporation to perform the Work.

All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special Work performed, as described herein, shall riot relieve the Contractor in any way from his responsibility for the Work performed by him.

- **EXTRA WORK** The Contractor shall do all extra Work not specified herein that may be ordered in writing by the Owner. For that Work, the Contractor shall be paid at the rate named in the Contract for the Work of a similar nature and character. Except as hereinafter provided, all extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Work. The price (or rate) shall have been approved by the Owner and mutually agreed by the Contractor. However, if the Contractor and Owner fail to agree on a equitable price for any extra Work ordered, it shall be performed by using labor, tools, equipment, and materials, as may be specified by the Owner, and will be paid for in the following manner:
- 1. For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work.

In addition, the Contractor shall be paid the actual cost of paying Social Security taxes and premiums for Unemployment Insurance, Workmen's Compensation Insurance and. Contractor's Public Liability and Property Damage Insurance involved in such extra Work, based on the actual wages paid to such labor.

- 2. For all material used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
- 3. For any special machinery or special equipment, including fuel and lubricants therefore, required for the performance of extra work, the Owner shall allow the Contract, or a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the Owner shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form provided. for such purpose by the Owner and shall be signed by both the representative of Contractor and Owner referred to herein, one copy being submitted to the Owner and the other being retained by the Contractor.

2.30 CANCELED ITEMS AND PAYMENTS THEREFORE - If the Contractor shall fail to begin the Work called for by the Contract within the time specified, or shall fail to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work within the prescribed time, or shall perform the Work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the Owner shall, have full power and authority, without violating the Contract, to take the prosecution of the Work out of hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds they may be suitable and acceptable, to enter into an agreement with another contractor for the completion of the Work or to use other methods as, in the opinion of the Owner, shall be required for the completion of the Work in an acceptable manner.

All costs and charges including, but not limited to, costs associated with delays and penalties for labor, materials, services and facilities incurred by the Owner together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due the Contractor.

**2.31 TERMINATION** - The performance of Work under this Contract may be terminated by the Owner in the Owner's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination.

After receipt of a Notice of Termination, and except as otherwise directed the Contractor shall:

- 1. Stop Work under this Contract on the date and to the extent specified in the Notice of Termination.
  - 2. Place no further orders or Subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract as is not terminated.
  - 3. Terminate all orders and Subcontractors to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 4. Settle all outstanding liabilities and all claims ar1smg out of such termination of orders and Subcontractor's, with the approval or ratification of the Owner to the extent he may require, which approval or ratification shall be final for all the purposes of this clause.
  - 5. Transfer title and deliver to the Owner, in the manner, at the times, and to extent, if any, directed by the Owner, the fabricated or non-fabricated parts, work in process, complete work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination.
- 6. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination.

- 7. Take such action as may be necessary or as the Owner may direct, for the protection and preservation of property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 8. Deliver to Owner releases and satisfactions of liens for all labor, materials and supplies provided prior to the effective date of the Notice of Termination.

After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one month from effective date of termination unless one or more extensions in writing are granted by the Owner. No claim will be allowed for any expense incurred by Contractor after the effective date of the Notice of Termination.

Upon failure of the Contractor to submit his termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation. The Contractor and the Owner may agree upon the whole or any part of the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this clause, provided, that such agreed amount or amounts shall not exceed the total Contract price as amended accordingly and the Contractor shall be paid the agreed amount.

The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated. The fair value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, shall be excluded from amounts payable to the Contractor.

In arriving at the amount due the Contractor under this clause, the following shall be deducted: (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the buyer may have against price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to provisions of this clause, and not otherwise. recovered by or credited to the Owner.

- **2.32** ACTS OF GOD AND OTHERS The Contractor shall not be responsible for damage caused by natural catastrophe such as hurricane, hailstorm, or tornado and acts of others over which the Contractor has no control or supervision.
- **2.33 ASSIGNMENT OF CONTRACT** No assignment by the Contractor of this Contract or of any part thereof, or any monies due, or to become due thereunder shall be made without the prior written approval of the Owner.
- **2.34 SUBCONTRACTOR** The Contractor may utilize the service of any specialty Subcontractor on those parts of the Work which under normal contracting practices are performed by such specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Docume 1;1ts shall create contractual relations between any Subcontractor and Owner.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor and the terms of the General Conditions, the Special Conditions, and other Contract Documents insofar as applicable to the Work of Subcontractor. Further, the Contractor shall maintain the same power with regards to terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

**2.35 SEPARATE CONTRACTS** - The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

## Landscape Maintenance of Rights-of-Ways, Water Management Areas and Similar Planting Areas within the District

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We have been asked to clarify the bid requirement that states you must have "SIMILAR CONTRACT REFERENCES." The Walnut Creek Community Development District ("District") is looking for vendors who are providing landscape maintenance services to residential or mixed-use developments of similar size to the District or greater and which require a similar level of maintenance and the maintenance of plant and landscaping material---similar to the pallet of plants and landscaping found on District property within the Walnut Creek development. The location(s) of similarity should reflect the highest level of landscape maintenance standards.

Should you have any questions, please do not hesitate to contact me at (954) 721-8681.

Thank you

Walnut Creek Community Development District

Governmental Management Services-South Florida, LLC 5701 N Pine Island Road, Suite 370

## Walnut Creek Community Development District

LANDSCAPE MAINTENANCE OF

RIGHTS-OF-WAY, WATER MANAGEMENT AREAS

#### AND SIMILAR PLANTING AREAS WITHIN THE DISTRICT BID SPECIFICATIONS

#### **SECTION 5**

#### **DETAILED SPECIFICATIONS**

#### ANNUAL LANDSCAPE MAINTENANCE CONTRACT WITH

#### **SPECIFICATIONS**

#### 1. General Requirements

- 1.1. This Contract is prepared as a Bid Package to be used within an RPB (Request for Bid) process that is for best overall Bid Price from qualified and experienced Contractor meeting all Requirements as stated.
- 1.2. This Contract is for Property named above for Period stated above.
- 1.3. Owner may delegate to an Agent as their representative in this Contract (i.e. Property Manager and/or employee of Owner) for inspections, audits and reviews.
- 1.4. This contract is for Contractor to provide the specified materials and services listed and described herein and be a Landscape Maintenance Contractor for the Owner.
- 1.5. Contractor is required to provide proof of insurance including, but not limited to: General Liability at \$1 million, Vehicle Liability at \$300,000 per occurrence, Workers Compensation at State required levels and classifications for work performed. **Contractor must name Owner as Additionally Insured.**
- 1.6. Contractor is required to provide copies of current Occupational License for this locality, professional license(s) or certifications appropriate for services required in this Contract, and any other reasonably expected qualifications or licenses or registrations as required by applicable regulations or industry standards.
- 1.7. Contractor must provide reference documents including: Three customers of similar size and work to be contacted by Owner, relevant professional organization memberships, and Resumes of Owner and Supervisor(s) to be involved in this project. These are used in qualifying bidders for awarding this Contract.
- 1.8. The Specifications and Requirements in this Contract are to assist Owner to contract the most qualified and cost-effective Contractor. This decision is not based on price alone. Contractor should assure that all items specified will be provided according to the terms and descriptions provided herein.
- 1.9. The areas of the property included are shown on the property site map, with locations of most important landscape areas highlighted. Please be FULLY aware of the landscape conditions and consider the level of concern necessary to maintain the health and appearance of this landscape.

#### **Specifications for Work Items:**

#### 2. Schedule

- 2.1. Contractor must provide to Owner a schedule of work for this Contract at start of work and within each monthly Maintenance Report.
- 2.2. Contractor will identify the crew size and equipment to be used for this Contract with their Bid information.

#### 3. Mowing

- 3.1. Mowing is separated between property sections. These are identified in the Landscape Locations Map of this Contract.
  - 3.1.1. Road Right-of-Way turf areas (lawns) will be mowed \_34\_ times each year. This is every 10 days from September through April and weekly from May through August.
  - 3.1.2. Utility Easement turf areas will be mowed 26 times (every 2 weeks). These are specifically the north side transmission easement and east side canal easement.
- 3.2. At each mowing, turf around irrigation heads shall be cut away to allow for proper operation and coverage for irrigation system.
- 3.3. A mowing schedule for property must be provided to Owner showing proposed service visits per month. This must be updated in Monthly Maintenance Reports with mowing visits completed and the schedule changes for the upcoming months.
- 3.4. Litter and trash in the turf areas shall be removed prior to moving to reduce problems with cut up trash and cleaning it up after moving.
- 3.5. Mowing height shall be between 3 and 4 inches measured as height from mower blade to the base of the grass stolon (not mower blade to pavement). Turf areas must not be allowed to grow over 5-6" tall before mowing occurs.
  - 3.5.1. If this requires additional mowing visits, then Contractor must request and receive authorization from Owner for additional cuts.
- 3.6. String-line trimmer use for mowing grass is accepted only based on correct use of equipment and maintaining the mowing height requirements.
  - 3.6.1. String-line trimmers are a prime reason for below height cutting of grass and die-back of turf areas. Death or decline of turf due to scalping and improper equipment use must be repaired and/or replaced at Contractor's expense.
- 3.7. All grass clippings must be kept within turf areas or removed out of any areas they are blown/moved into (landscape beds, roads, sidewalks, patios, or other hardscape). All mowing debris shall be disposed of by Contractor to legal disposal location.
  - 3.7.1. Mowing shall not throw clippings or debris into any lake, canal or other water body located on or adjacent to Property. This is to meet Green Industry BMPs and reduce problems in lake maintenance related to nutrient loads.
- 3.8. All mower blades shall be sharpened after each 8 hours of operation. This will be determined by the quality of cut at each inspection. Any area determined to be damaged by dull blades shall be re-mowed at the Contractor's expense.

#### 4. Edging

4.1. Edging shall be done to provide clean and even (visible edge running evenly) at healthy turf edge surrounding any landscape beds, mulched areas around trees, pavement edges for roadways and/or

- curbs and/or sidewalks and/or asphalt paths and/or other hardscape elements and/or building edges. Edging shall be done at each mowing.
- 4.2. All grass clippings must be kept within turf areas or removed out of any areas they are blown/moved into (landscape beds, roads, sidewalks, patios, or other hardscape).
- 4.3. Edging shall be done with metal bladed edger or edging tool; not string-line trimmer.
- 4.4. Water bodies (canals, lakes, ponds, retention areas, etc.) shall have shorelines (perimeters) that are within the landscape areas edged to keep turf areas 18-24 inches from the median water level/elevation (water line). This will greatly assist in maintaining water quality and any required or desired littoral zone plants surrounding the lakes.
  - 4.4.1. Currently the grass is to the edge of the waterline, and there is geo-textile tubes as erosion control under the grass. Care must be taken when mowing not to cut into the geo-textile, and Contractor shall be responsible for any damages caused by their work.

#### 5. Weeding

- 5.1. All landscape beds and turf areas shall have visible weeds removed a minimum of \_1\_ time per month.
- 5.2. Weeds may be removed manually and/or by herbicide treatment. All beds and turf areas must be kept in weed free condition at all times.
  - 5.2.1. Open ground that is to be maintained without plants or turf (edge areas of landscape beds, space between individual shrubs or plants in landscape beds, bases of fences, sides of sidewalks, road edges, driveway edges, etc.) shall be maintained in weed-free condition by chemical or mechanical means.
- 5.3. Performance to this specification will be judged after the third month of this Contract.
- 5.4. Herbicides, both pre-emergent and post-emergent, have been observed to negatively affect health and growth of desired plant materials, both herbaceous and woody plants, in beds when proper care is not taken in applications. Care must be taken to choose weed control methods that do not endanger the health of desired plants.
- 5.5. The use of herbicides is not recommended in all plant beds. Caution must be used by crews depending on the species of plants in the beds and their tolerances for herbicides.
- 5.6. Any herbicide treatments must be supplied by properly licensed and trainedindividuals.
  - 5.6.1. Applicators must hold any necessary current Occupational Licenses and Pest Control licenses and/or Certifications as required by local or State law, rule, or ordinance.
- 5.7. Any desirable plants damaged or killed due to weed treatments performed by Contractor must be repaired or replaced by Contractor at their expense.
- 5.8. All beds shall be raked as necessary to clear visible weeds and refresh appearance of beds. It is not necessary to rake out the mulch from beds, but only to disturb it enough to clean out and refresh the appearance in each plant bed and around all tree beds.
- 5.9. All plants (woody, herbaceous) shall be removed from edges of fences, both wooden and chain link, for a 4-6" distance from fence edge on both sides of fence base. This space shall be kept clear of plants and shall be bare soil or mulched as decided by Owner.
- 5.10. A performance standard for weed control is set at weeds being less than 2% of any landscape bed or turf area/section, for total property being maintained.
- 6. Annuals Planting (Seasonal Color Beds) -NOT APPLICABLE AT THIS TIME

- 6.1. The following annual plant beds shall be maintained with annual flowering plants in season throughout the year. Locations are shown in Landscape Locations Map for this Contract. Generally, these are:
  - 6.1.1. Entrance plant beds at each community entrance- in median island, at guard house, in front of entrance signs.
- 6.2. There will be 2 plantings of annuals each year for the locations stated using 4.5" container size annuals installed in rows with 6" OC spacing within rows and between rows in each planting location.
- 6.3. Quantity included: \_\_\_\_\_ total plants per planting \* 2 plantings = \_\_\_\_\_ plants annually.
  - 6.3.1. Contractor shall confirm this quantity with their own calculations and provide their proposed annual total quantity with their Bid Sheet.
- 6.4. Seasonal color plants are to be supplied, planted and maintained (water, fertilizer, pest control, and pruning or pinching as needed) twice annually. Planting to be done: Once in April, Second planting in October/November.
- 6.5. Annuals shall provide 100% cover (plants with foliage/flowers touching adjacent plants) within three weeks of installation for all locations where they are installed.
- 6.6. A list and schedule for annuals to be used, by annual bed locations, shall be provided in first Monthly Maintenance Report.
  - 6.6.1. Owner will review the planned planting schedule and species to be used, make any desired changes, and must approve it at least 5 days prior to any plantings.

#### 7. Pruning of Shrubs and Ornamentals

- 7.1. Pruning shall be done \_6\_ times per year, or less if specific plants or areas of plants are within 4-6 inches of the maintained height and size, to retain a plant or hedge's shape and to remove dead, dying and diseased branches from plants.
  - 7.1.1. Pruning for shrubs and ornamentals within the north and south entrance corridor landscape beds shall be done 12 times per pear (once per month). These areas are shown in the Landscape Locations Map and include shrubs and ornamentals on both sides of entrance roads, in adjacent entrance features (waterfalls, signage wall areas, guard houses and gates, etc.) and medians.
- 7.2. Sterilization of equipment between work in different locations of shrubs and plants is required to reduce spread of diseases.
- 7.3. Shrubs, hedges and accent plants (ornamentals) shall be pruned according to their natural growth patterns. Pruning is done to control the size and shape of the plants without excessively removing foliage or pruning too often.
- 7.4. Shrubs and hedges shall be pruned to a shape that provides the top canopy width to be 2/3 of the width of the base canopy width for each plant.
- 7.5. Contractor SHALL BE aware of all hedges and shrub bed areas, including the required maintenance sizes for each hedge and/or shrub bed area.
- 7.6. Safety and maintenance clearance for 1-2' from edge of pavement areas, hardscape elements, and structures, is required.
- 7.7. Hedges shall be maintained to following maximum sizes:
  - 7.7.1. Perimeter Hedge- Perimeter berm or perimeter fence line hedges- 6' tall by 4-6' wide at base
  - 7.7.2. Tennis courts, pool areas, and playground hedges- 4' tall by 3-4' wide at base.

- 7.7.3. Residential building hedges- 3' tall by 2-3' wide at base.
- 7.7.4. Hedges around building- 2.5' tall (or at building window base heights) by 3' wide at base.
- 7.7.5. Other location of hedges within Property are to be maintained to 3-3.5' tall by 2-3' wide at base, unless specifically instructed by Owner for a specific location.
- 7.8. Shrubs in landscape beds (Ixora, Plumbago, Jasmine, Croton, Hibiscus, \_\_\_, etc.)- prune to maintain width of shrub area or hedge within maintained width of surrounding landscape bed (mulched bed area), with even appearance along sections (not wavy or uneven sides along runs/sections of shrubs).
  - 7.8.1. Height of shrubs in areas of landscape beds to be generally at 3-3.5' maximum.
  - 7.8.2. Locations where a hedge or shrub area is providing privacy and/or screening for adjacent property uses (perimeter berms, tennis court fences, pool area fences, etc.) are to be maintained to maximum height of 6'.
- 7.9. Large shrub type ornamentals (Jatropha, Ligustrum, Schefflera, Crape Myrtle, Croton, \_\_, etc.)prune following Training Pruning methods and maintain to maximum height of 12'. Pruned
- large shrubs shall maintain a natural form for each species (not boxed or sheared shapes).
  7.10. Foliage type ornamentals (Dracaena, Yucca, Hawaiian Tie, Philodendron, \_\_\_, etc.)- Prune to remove dead foliage or stems, and to maintain to maximum height of 12' by removal of stems or Reduction Pruning.
  - 7.10.1. Removal of stems or branches (not to be cutting or trimming of foliage/leaves) is basic pruning method.
- 7.11. Palm type ornamentals (Roebellini Palm, Areca Palm, Paurotis Palm, \_\_\_, etc.)- Prune to remove dead fronds and/or stems ONLY.
  - 7.11.1. For clumping type palms, thin out larger stems/trunks to keep maximum height at 12' or lower (by removal of larger stems as they grow/mature), thin new stem growth in multiple stem palm clusters at least 1 time annually to reduce overgrowth and allow for visibility through plants (unless palms being used as view screening needing lower foliage to be entire to block views).
- 7.12. Contractor must follow the national standards for pruning of woody plants in this work. Reference is the American National Standards Institute A-300 Maintenance Standards for Trees and Woody Plants (ANSI A-300 Standards).
- 7.13. Any die-back, decline, damages, or death of shrubs, ornamental/accent plants, and/or hedges due to Contractor negligence must be repaired or replaced by Contractor at their expense.

#### 8. Pruning of Trees and Palms

- 8.1. Pruning is performed to reduce the potential for insect/disease problems of trees, by removal of dead and dying limbs, removing hazardous limbs (mainly clearance hazards for travel-ways and structures) and by correcting poor growth habits of trees. It improves both the growing vigor and the long-term survival of trees.
- 8.2. All pruning to follow ANSI A-300 Standards (named above).8.3. No use of climbing spikes or other equipment that is not recommended for use by an ISA Certified Arborist shall be allowed in work.
- 8.4. Tree pruning in this Contract is for all trees within property. Work includes Structural Pruning (removal of dead, dying, diseased, broken limbs/branches; removal or reduction pruning for crossing and damaged limbs within canopy) and Clearance Pruning to provide clear space under trees to 8' height for pedestrian clearance (over walkways, sidewalks, paths, etc.) and 16' height for vehicle clearance over roadways, driveways, and

## parking areas. Also, maintaining minimum 1-2' side clearance from structures (buildings, pavement edges, hardscape elements, signs, poles, etc.).

- 8.4.1. Tree pruning includes the removal of basal sucker growth from the tree trunk and root crown of tree up to lowest structural limb to reduce the poor appearance of stressed trees at each pruning visit.
- 8.4.2. This tree pruning to be done once a year as scheduled with Owner.
- 8.5. Palm pruning in this contract includes all palms within property for the same Clearance Pruning as for trees, plus removing all dead or dying palm fronds, and all seed pods or bracts at time of pruning (dead or alive pods or bracts).
  - 8.5.1. This is limited to pruning fronds that are at least 1/3 brown, seed heads, and/or fronds that are below a 90-degree angle from the trunk of the palm.
  - 8.5.2. The palm pruning shall be done with tools that are cleaned between work with each palm to reduce the spread of existing pest and disease problems.
  - 8.5.3. This palm pruning to be done once a year as scheduled with Owner.

#### 9. Vine Maintenance

- 9.1. Training Pruning, dead stem removals, and tying up of stems to fill out trellises or along fences shall be done \_6\_ times per year (bimonthly) for all vines being maintained as landscape plants on Property.
- 9.2. Contractor to confirm with Owner any locations of vines for being part of desired landscape or undesired weeds.
- 9.3. Any other vines found growing within and/or around other landscape plants are considered weeds to be removed under Weeding Work Item.

#### 10. Mulching

- 10.1. Mulch shall be replenished once per year. This work is to replenish mulch to provide consistent 3-4" depth of mulch for all landscape beds, tree rings (mulched areas around base of individual trees and palms in turf areas), fence lines (if Owner decides fence lines to be mulch and not bare soil) and other mulched areas within Property. ONLY INSTALL NEW MULCH WHERE EXISTING MULCH IS LESS THAN THE REQUIRED 3-4" DEPTH.
  - 10.1.1. This does not require new mulch to be applied in all areas once per year. It requires inspection of mulch beds and addition of mulch where required minimum depths do not exist at least annually.
- 10.2. Mulching is done to improve moisture retention, provide nutrients, reduce weeds and improve aesthetics for landscape areas.
- 10.3. Contractor shall maintain a mulch layer approximately 3 inches deep in all plant beds, around trees and palms, and around specimen plants (not to be deeper than 4" depth in any plant beds).
- 10.4. Mulch rings around individual trees, palms, and specimen plants shall be 3-4' in width measured from outside edge of trunk(s) in that location.
- 10.5. No mulch shall be applied or maintained within 6 inches of any tree or palm or ornamental trunk, or within 3 inches of any other plant stem. This is to reduce stem rots, and to follow current BMPs for root growth and water conservation.
- 10.6. Contractor shall calculate and provide the necessary estimated cubic yards of mulch to install a full coverage of mulch in one application as stated in Bid Sheet.
- 10.7. First Mulching application shall be completed before end of the second month of service in this Contract.

- 10.8. Owner requires 2 options for type of mulch to be used to be priced:
  - 10.8.1. Option 1 is for using Grade A, non-Cypress mulch that is color treated.
  - 10.8.2. Option 2 is for using a recycled mulch of mixed or single woody plant species, but not Cypress trees as the source of the mulch.
  - 10.8.3. Specific brand and grade of mulch to be used must be provided to Owner with Bid for this Contract (can be copy of a label for type of mulch).
  - 10.8.4. Owner will determine mulch option to be used and will notify Contractor for which to use in this Contract.

#### 11. Fertilization

- 11.1. Turf, trees, palms, ornamentals, and shrubs (basically all landscape plants maintained in this Contract) shall be fertilized four (4) times per year. Recommended months are February, May, August and November.
- 11.2. Supplemental applications of appropriate nutrients will be applied as indicated by test results, or if nutrient deficiencies are observed. Supplemental fertilization may be required or requested by Owner when specific turf, shrubs, trees and palms show signs of nutritional deficiency or decline.
- 11.3. Contractor shall conduct soil nutrient and composition testing at least annually to ensure turf, plants, shrubs, palms and hardwoods are receiving proper nutrients. Contractor will supply copies of test results to the Owner. Adjustments to fertilizer formulation may be made based on specific nutrient information obtained from soil tests done in any 1 year of this Contract.
- 11.4. Fertilizer formulation must be provided to Owner prior to any application, then will be discussed, and must be pre-approved by Owner before any application is made. Contractor will supply labels of proposed fertilizer products to the Owner for approval before product is purchased.
- 11.5. Start date for each fertilizer application shall be provided to Owner a minimum of 5 days prior to application to allow Owner to be on site to verify the fertilizer type and quantity, and to inspect application performance for each application.
- 11.6. All turf fertilizer applications must be made in accordance with Florida's Urban Turf Fertilization Rule. All employees applying fertilizer must be certified.
- 11.7. Do not fertilize when heavy rain is expected.
- 11.8. Leave a "Ring of Responsibility" around or along water bodies WHERE NO FERTILIZER IS APPLIED. The Ring of Responsibility should extend at least 10 feet from the edge of the water.
- 11.9. The use of deflector shields on fertilizer spreaders is required around or along water bodies and impervious surfaces such as sidewalks and roadways.
- 11.10. Fertilizer distributed on concrete, pavers or asphalt shall be promptly removed. Contractor is responsible to clean and remove any staining to concrete, asphalt and pool surfaces (depending on severity, may require pavement repair).
- 11.11. Florida soils are naturally high in phosphorus; therefore, a soil test should be used to determine if this nutrient should be applied. If the soil test indicates that phosphorus application is needed, apply 0.25 pounds of phosphorus per 1,000 square feet, not to exceed 0.50 pounds annually.
- 11.12. Contractor shall be responsible for replacement of existing plant material that is permanently damaged or effectively destroyed from fertilizer application actions.
- 11.13. **Fertilizer Mix Specifications**

- 11.13.1. Fertilizer should have a minimum N rating of 8%, maximum P rating of 2%, minimum K rating of 12%, and a minimum Mg rating of 4%.
- 11.13.2. Fertilizer shall have a minimum rating of 100% slow release N, K, Mg.
- 11.13.3. Fertilizer shall include a complete minor element package with a minimum Iron rating of 3% (Iron being iron chelate or other water-soluble form).

#### 12. Pest Control

- 12.1. Owner supports the principles of Integrated Pest Management (IPM) as presented by the Cooperative Extension service offices and IFAS research.
- 12.2. Pest Control applications or treatments that are included in this Contract or additionally authorized by Owner for all landscape plants within landscape areas shall be the responsibility of Contractor.
- 12.3. Pest Scouting: All turf, shrubs, ornamentals, trees, palms, and other plants will be scouted on a monthly basis for pests and nutritional problems, or more often when Contractor employees doing regular Work Items provide observations of pest damages needing review by Contractor.
  - 12.3.1. This Pest Scouting shall be done by trained and qualified employees.
  - 12.3.2. The Contractor will keep records of the Pest Scouting Reports and provide copies of each monthly Pest Scouting Report to Owner with Monthly Maintenance Report.
  - 12.3.3. Report will include pests identified, recommended pest control applications or treatments, and Pest Control Proposal(s) for recommended applications or treatments (additional notes of landscape problems or deficiencies and corrective measures are desired).
  - 12.3.4. Owner will review Pest Control Proposals and decide for treatments or applications to be authorized. Written authorization by Owner must be provided prior to any additional pest control treatments or applications.
- 12.4. Pest control is done only based on the existence of infestations or disease problems. Upon confirmation of a specific problem requiring treatment, the Contractor will apply management techniques if possible to correct the problem.
  - 12.4.1. Pesticides should be applied as needed and only in affected spots, whenever possible using the least toxic, effective pesticide.
  - 12.4.2. All applications of pesticides will be performed when temperatures are appropriate for product selected and wind drift is negligible.
- 12.5. All Pest Control applications shall be done by a licensed pest control operator.
  - 12.5.1. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in Florida. The Contractor will post alerts and notify pesticide-sensitive persons (if applicable) of the pesticide application. Provide copy of license showing license # and expiration date with Bid Sheet.
  - 12.5.2. Contractor assumes all related liability for adhering to these regulations.
- 12.6. Pest control treatments INCLUDED WITHIN the price for this Contract are for fire ants in all landscape areas of property and turf damaging pests.
  - 12.6.1. The needed or necessary pest control treatments for these pests shall be part of Contractor regular service visits and are responsibility of Contractor to determine for adequate frequency and treatment methods and materials.
  - 12.6.2. Control for fire ants means there will not be more than \_5\_ fire ant colonies present at any time for the total Property landscape areas.
  - 12.6.3. Control for turf damaging pests means there will be less than 2% of any turf area or section on Property showing damages from turf pests at any time.
  - 12.6.4. Control will be judged as of \_3\_ months of service completed by Contractor.

- 12.7. Contractor warrants turf, shrubs, ornamentals, trees and other plants against insect and/or disease infestation (infestation and/or damages from these sources causing permanent damage and health decline, or death, of any landscape plant), based on the included pest control treatments and authorized additional pest control treatments (treatments or applications proposed by Contractor and approved by Owner). Contractor will immediately replace any landscape plants that are permanently damaged or effectively destroyed due to negligence in this work item.
  - 12.7.1. Declining plant quality due to Acts of God (causes of damage not under the control or work of Contractor) shall be the responsibility of the Owner. Repair or replacement of these plants may be requested by Owner for additional Work Order(s).

#### 13. Irrigation

- 13.1. Contractor shall be responsible for the operating condition and the operation of the irrigation system(s) for all landscape areas included in this Contract.
  - 13.1.1. All maintenance for head settings, zone run times, repair of damages caused by Contractor equipment and work, are INCLUDED within the work and price of this Contract.
  - 13.1.2. All repairs necessary to keep system fully operating are to be proposed in Work Order requests by Contractor to Owner, including costs of parts and labor and equipment for main lines, zone lines, valves, heads, controllers, wires, controllers, and pumps. This work is to be reviewed for approval by Owner prior to being done, and are billed additional to this Contract.
- 13.2. All irrigation system maintenance, repairs, upgrades, or new installations shall be done by a licensed irrigation contractor and trained employees only.
- 13.3. The irrigation systems shall be operated to provide watering frequencies sufficient to replace adequate soil moisture levels for healthy plant growth in the soil depths of root growth (root zone) of all planted areas including turf, trees, palms, shrubs, ornamentals, and groundcovers; taking into account the amount of rainfall that has occurred as part of adequate watering for the landscape areas.
- 13.4. Contractor shall be responsible for controlling the amount of water used for irrigation within the guidelines of any municipal, local, or governmental water restrictions.
- 13.5. Contractor shall check the TOTAL IRRIGATION SYSTEM for coverage and settings on a scheduled basis.
  - 13.5.1. Total system Wet Check shall be completed monthly. This is not a full Wet Test. Each Wet Check shall include visibly inspecting all equipment and locations of irrigation system from pump stations out to every zone and head for total irrigation system to verify full operation for all system components to identify any damages and/or components not operating that exist.
  - 13.5.2. An Irrigation Start Up Repairs Proposal is due at the end of the first month of work. This shall include: ANY REPAIRS, REPLACEMENTS, AND/OR ADDITIONS FOR TOTAL IRRIGATION SYSTEM TO BE OPERATIONAL IN FULL FOR ALL PROPERTY LANDSCAPE AREAS (basically any changes or upgrades or repairs to correct irrigation coverage, water supply issues, and equipment issues, to irrigate all landscape areas).
  - 13.5.3. Contractor shall check the system for damages at each mowing and/or maintenance service visit. Heads that are missing or breaks caused by Contractor will be repaired by Contractor with same or similar valued equipment at no additional charge.

- 13.6. An Irrigation Wet Check (or Wet Test) Report shall be included with each Monthly Maintenance Report. It shall include information and/or listing for condition of all irrigation system components. An example reporting form for the irrigation system may be provided by Owner to Contractor for their use in this Contract.
- 13.7. Irrigation repairs which are made by Contractor, whether due to their negligence or as additional work, must be listed in the Monthly Maintenance Reports.
- 13.8. Water Meter Reading- reading and reporting water usage from all WCCDD water meters shall be done monthly with reporting done using Water Usage Report format required by water control district and submitted to Owner.

#### 14. Cleanup

- 14.1. Cleanup is done as part of work for each day of every service visit.
- 14.2. All landscape debris (except for grass clippings disbursed across turf areas as part of mowing) visible in landscape areas, parking lots, roadways, sidewalks, driveways, play areas, athletic areas, etc. will be cleared and removed by Contractor.
- 14.3. All landscape and turf areas will also be cleared of trash and debris, whether produced by, or caused by, the landscape maintenance work done, or trash and debris that was preexisting in those property areas.
- 14.4. Contractor will dispose of all debris, trash, landscape debris at a legally acceptable landfill or recycling center off site of this property as part of each day of service.

#### 15. Monitoring, Site Review and Work Audits

- 15.1. It is expected that Contractor, by following the Contract Specifications, will complete work in conformance for this Contract. Contract Specifications provide for maintaining the health and appearance of landscape plants on Property.
- 15.2. Contractor work is reviewed by their Supervisor and/or company owner a minimum of once per month, at the end of each month, to assure quality of workmanship and that the job is being done completely (recommended as part of preparing Monthly Maintenance Reports).
  - 15.2.1. This review shall be scheduled with Owner. Owner will choose to attend review with Contractor or not.

# 15.3. A Monthly Maintenance Report shall be written based on work completed and input of Contractor personnel working on-site of property.

- 15.3.1. Report includes list of services performed that month, any outstanding Work Items still to be done, and additional Work Items or Work Orders proposed (usually for pest control, supplemental fertilization, landscape enhancements, irrigation system repairs, etc.).
- 15.3.2. Report is used to keep Contractor and Owner responsive to the health and the appearance of the landscape on this property.
- 15.3.3. Reports are due in first week of following month, delivered to Owner prior to Owner releasing payment for services for the preceding month (suggest providing Report with monthly invoice as procedure).
- 15.4. All the Requirements and Specifications will be enforced by Owner for qualifying work completed.
  - 15.4.1. Any work that is not in conformance with any of these Specifications is cause for restoration by work or fees by Contractor without additional compensation.

- 15.5. A Quality Assurance Evaluation by an Earth Advisors, Inc. Consultant may be done upon completion of any contracted work by Contractor, based on Owner's request, at any time during this Contract period (cost paid by Owner).
- 15.6. A Landscape Health and Condition Evaluation Report and/or Maintenance Work Audit will be provided by Earth Advisors, Inc. upon Owner request at Owner's expense, based on Contractor not meeting requests to correct or repair or remediate or complete work items determined to be non-conforming or missing by Owner.
  - 15.6.1. Issues of conformance and/or nonconformance of Contractor will be presented and reviewed with Contractor immediately after this Report is reviewed by Owner.
  - 15.6.2. Items that are nonconforming will be presented with recommendations for remediation/restoration (and costs of damage if applicable).
  - 15.6.3. Contractor is expected to successfully complete any remediation and/or repair and/or omitted work items that are recommended.
  - 15.6.4. If Contractor is unable or unwilling to do the remediation and/or repair and/or omitted work stated in Audit Report successfully under their own management and supervision, Contractor will be notified of the need for, and shall pay the cost of, any necessary Earth Advisors Quality Assurance Inspections to verify Contractor successfully completing omitted or deficient Work Items and/or landscape repairs and/or landscape replacements. Payment by Contractor for the needed Quality Assurance Inspections shall be as a deduction from their monthly invoice(s), and those amounts will be shown in payment statements provided by Owner. It is expected that Contractor can do any and all work as specified or described in this Contract under their own Supervision and Management.

#### 16. Specific Landscape Areas for Special Consideration and Maintenance

- 16.1. All Specifications of this Contract apply to these areas EXCEPT for the exact changes that are described here which conflict with those in the rest of the Specifications:
  - 16.1.1. Natural Areas and/or Preserve Areas- these areas are not maintained within this Contract. Owner may request specific maintenance tasks from weeding to pruning to removals to invasive plants eradication from Contractor as needed to meet ownership and regulatory requirements. This will be additional work done under Work Orders.
  - 16.1.2. Utility Easement Areas- North Side Transmission Easement (Sheridan Street FPL Easement), East Side Canal Easement (72 Ave Canal Easement)- These areas shall have turf areas mowed bi-weekly (26 times per year), with turf height to be mowed to 4-6" height and generally not allowed to be taller than 12" height at any time.
  - 16.1.3. North and South Entrance Corridor Shrubs and Ornamentals- shall be pruned 12 times (monthly) per year following Specification 7.

#### 17. Work Orders (or additional Purchase Orders)

- 17.1. Work Orders for additional landscape maintenance or landscape improvements or landscape replacements may be presented to Contractor by Owner for their consideration to propose stated work.
- 17.2. Owner requests a pricing schedule (unit price list) from Contractor for basic billing rates that will be used in pricing this work. Crew (labor) hourly or daily rates, equipment hourly or daily rates, costs for usual or customary landscape repair or restoration work (repairing vehicle ruts, resetting fallen trees, turf installation, etc.) should be listed with Bid Sheet. This information will be used for consideration regarding additional Work Order projects.

- 17.3. Contractor proposal(s) for Work Order projects shall be provided to Owner within 3-5 days of receiving the Work Order from Owner (sooner for emergency requests).
- 17.4. Establishment care for new plantings is to be priced as part of this Contract with Bid Sheet. Establishment care includes the following work THAT IS IN ADDITION TO REGULAR MAINTENANCE WORK ITEMS INCLUDED IN CONTRACT:
  - 17.4.1. Begin maintenance immediately after planting. Maintain all plant material until established, being: Twelve (12) months for trees, six (6) months for shrubs, and three (3) months for turf; after which the plants are considered part of the overall landscape that is included in this Contract.
  - 17.4.2. Establishment care shall include, but is not limited to: Pruning, cultivating, mowing, weeding, fertilizing, watering (by hand, water tank, additional irrigation operations, etc.), pest control, that is necessary to maintain plants in healthy condition so they become healthy, well rooted, and growing. Specific establishment care tasks may also include:
    - 17.4.2.1. Reset settled plants to proper grade and position.
    - 17.4.2.2. Restore soil elevations and mulch layer that may be disturbed during establishment care.
    - 17.4.2.3. Tighten and repair supports/guys/straps used to hold plants upright after installation.
    - 17.4.2.4. Correct defective conditions as found within newly planted landscape areas for Property.
    - 17.4.2.5. Remove and replace rejected deficient or defective plants within 1-3 working days from notification.
    - 17.4.2.6. Contractor is entirely responsible for watering at accelerated schedule (usually daily) through establishment period.
      - 17.4.2.6.1. Installation of bubblers may be required to be added to irrigation system at locations of newly installed plants (usually for locations of new tree or palm or ornamental plants) and shall be sufficient numbers around each new planting to provide 2 -3 gallons per inch of Caliper per application. Best if bubblers are operated on a separate zone to prevent overwatering of the surrounding landscape.
    - 17.4.2.7. Example sizes and types of new landscape plants for minimum required watering schedule are below:
      - 17.4.2.7.1. Tree less than 2" caliper Daily for 2 weeks; every other day for 2 months; weekly until established.
      - 17.4.2.7.2. Trees 2-4" caliper Daily for 1 month; every other day for 3 months; weekly until established.
      - 17.4.2.7.3. Trees more than 4" caliper Daily for 6 weeks; every other day for 5 months; weekly until established.
      - 17.4.2.7.4. Shrubs in 3-gallon containers 1 gallon directly to the root ball, daily for 2 weeks; every other day for 2 months; weekly until established.
      - 17.4.2.7.5. Shrubs in 7-gallon containers 2-3 gallons directly to the root ball, daily for 2 weeks; every other day for 2 months; weekly until established.

#### 18. Storm Remediation

18.1. Owner requires a **Storm Recovery Services Price List** for costs related to storm cleanup, debris removal, landscape repairs, resetting trees, etc. This price list to show costs per crew with

- necessary equipment on an hourly or daily basis. This is to be provided on Contractor letterhead in writing with the Bid Sheet.
- 18.2. This Price List may have different pricing than that for other additional work by Contractor, or it may be the same.
- 18.3. A guaranteed response time for beginning and continuing storm cleanup and remediation work for this property, including minimum crew size and equipment list to be on site until cleanup work is completed, must be stated and is considered guaranteed as part of the Contract.

  REQUEST RESPONSE TO START STORM CLEANUP WITHIN 24 HOURS OF END OF STORM CONDITIONS (WHEN WIND SPEEDS REMAIN BELOW 45 MPH).

#### 19. Payment Terms

- 19.1. Contractor shall submit billing for services already provided on or after the last day of each month.
- 19.2. Owner shall pay for all services billed and approved as completed by the end of the month following month service was rendered (net 30 days payment terms).
- 19.3. Payment shall be made by Owner only after Owner, in its reasonable judgment, has determined that the Contractor has fully performed its obligations under this Contract; including providing Monthly Maintenance Report and required information with each Report.

#### 20. Non-Performance

- 20.1. In the event of nonperformance with the Specifications contained within this Contract or performance of work not consistent with the minimum standards, the Owner shall have the right to employ another contractor to complete the work and deduct the cost of such services from the moneys due the Contractor.
- 20.2. This option may be exercised if the Owner has given the Contractor 5 days written Notice (mailed or faxed) of such nonperformance, and Contractor has failed to respond in writing and in action to provide the missing and/or non-compliant work items or services within 2 days of date of Notice.

#### 21. Penalties

- 21.1. All of the Specifications in this Contract are considered to be requirements of the performance of this Contract.
- 21.2. The Owner reserves the right to invoke penalties for any nonperformance by the Contractor to the Contractor, unless such nonperformance is agreed to by both parties in writing to be beyond the control and responsibility of the Contractor.

#### 22. Supervision

- 22.1. The Contractor will furnish full-time, qualified, on-site supervision (can be working foremen) during any period in which service is being provided in this Contract.
- 22.2. The on-site Supervisor must be fluent in the English language and able to communicate about services being provided.
- 22.3. The on-site Supervisor will maintain a minimum communication with the Owner at the start and finish of each day that service is performed on the property.
- 22.4. The Contractor agrees to enforce strict discipline and good order among their employees, agents and subcontractors and all others carrying out the work.

- 22.5. The Contractor shall not permit employment or retention of any unskilled labor or unfit persons in the tasks necessary for performing the contracted services.
- 22.6. All appropriate and required safety procedures for the work stated in this Contract, per industry standards and applicable laws and/or regulations shall be implemented and exercised by Contractor and its employees, agents, and subcontractors.

#### 23. Uniforms

23.1. Each of Contractor's employees, agents and subcontractors shall be required to wear a uniform identifying themselves as an employee or subcontractor of Contractor. In addition, each individual shall be required to carry personal identification with them at all times.

#### 24. Personnel

- 24.1. Contractor will provide all labor, equipment, transportation and supervision necessary to perform the work described herein.
- 24.2. Contractor employees, agents, and/or subcontractors shall be equipped with all supplies, equipment, tools, parts, and personal protective equipment (PPEs) to perform work at Contractor's cost.
- 24.3. Contractor employees, agents, and/or subcontractors shall be qualified for all applicable maintenance functions as assigned and within job descriptions or positions, including but not limited to: BMP certifications, chemical applicator license, driver's license, equipment operation certification, etc.
- 24.4. Contractor employees must meet all requirements within Contractor's Employee Manual and/or procedures and/or insurance requirements.
- 24.5. Contractor shall employ only employees that are legally documented to work in the United States. All documentation must be verified and made available to Owner if requested for review.
- 24.6. Contractor personnel are perceived as representatives of the Owner while on property, and as such, will conduct themselves in an efficient, well mannered, well groomed, and workmanlike manner at all times.
- 24.7. Any property damage to any personal or real property caused by the Contractor employees, agents, and/or subcontractors shall be repaired or replaced immediately by Contractor at their cost.
- 24.8. Contractor warrants that it will comply with all applicable regulations, laws, insurance requirements, industry standards imposed by governing authorities with jurisdiction for Owner's property and the types of work within this Contract.

#### 25. Subcontracting

- 25.1. The Contractor shall be fully structured as a business to be capable of providing all the necessary services and equipment for following the Contract Specifications and completing all work described.
- 25.2. However, subcontracting of certain tasks and responsibilities may be allowed to the extent of no more than 20% of all work being subcontracted, provided that Owner first approves of the subcontracting in writing.
  - 25.2.1. Any intended subcontracting must be included with Bid.

- 25.2.2. Any subcontractor hired by Contractor for this Contract is required to carry insurance coverage as required by Owner for this Contract, with COI furnished to Owner prior to their working on-site.
- 25.2.3. Any subcontractor will be considered by Owner to be an agent of the Contractor and as such shall be considered as being insured by the Contractor.
- 25.2.4. Contractor will be fully responsible for the subcontractor.
- 25.2.5. Owner reserves the right to reject or disapprove any subcontractor, with that person or company not being allowed to do any work within this Contract.

#### 26. Termination

- 26.1. This Contract may be terminated with or without cause, by either party, with 30 days written notice to other party.
- 26.2. In the event Contract is terminated by Contractor, the Contractor must complete:
  - 26.2.1. Fertilization of turf areas, plant beds, shrubs trees and palms within 60 days prior to termination.
  - 26.2.2. Landscape bed maintenance and all specified pruning work shall have been completed within 10 days prior to termination.
  - 26.2.3. Turf mowing, edging, and cleanup must have been completed within 7 days prior to termination.
  - 26.2.4. Weeding, irrigation inspection and approved repairs, mulching, pest scouting and approved treatments, and cleanup must have been completed by date of termination.
- 26.3. Termination is defined as the final date of service shown in termination letter written. In the event that Contractor shall terminate this Contract, any work or services not completed prior to termination date and part of this Contract, including additional services contracted by Owner from Contractor (Work Orders), shall be listed and calculated within any compensation still outstanding due Contractor, or in a bill to be paid by Contractor to Owner to refund any payments for services not completed (services that were additional or included for this Contract, and that were not completed fully).

#### 27. Indemnification

27.1. Contractor hereby indemnifies and holds the Owner, its directors, officers, members and employees, harmless from any and all liability or damages occasioned as a result of the negligent acts, or omissions, of the Contractor, or any of Contractor's employees, agents, or subcontractors.

#### 28. Litigation

- 28.1. In the event of any dispute by and between the parties to this Contract, it is hereby agreed that the prevailing party in any such dispute, whether through the forum of binding arbitration or litigation, shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
- 28.2. Litigation jurisdiction shall be within municipality and/or county of Property.

#### 29. Notice

29.1. All written notices pursuant to this Contract shall be sent certified mail, return receipt requested, to the last known business address of the other party. Alternatively, hand delivery of written notices shall be acceptable with receipt from an authorized agent on behalf of the respective

party.

## **30. Regulations**

30.1. The Contractor agrees to abide by all applicable local, city, county, State, Federal, laws and regulations affecting their services and industry for location of Property.

## 31. Amendments

31.1. Amendments to Contract must be initialed by both parties.

32. Price	
\$ is the expect completed in a calendar year (12 m	ted Total Annual Cost for this Contract based on all listed services being onths of service).
	ted monthly invoice amount based on this Total Annual Cost, plus any mpleted (Work Orders), and/or minus any Work Items not completed in
33. Contract Acceptance and Au	thorizations
Contract. Signature also authorizes al Contract are fairly presented, and it is	oves the stated Requirements, Specifications, Terms and Conditions of this I work as stated for the Period stated. All Work Items and information in this expected that a qualified Landscape Maintenance Contractor does ications and information as presented and written herein.
for Contractor,	for Owner,
Authorized Representative	Authorized Representative
Date:/ /	Date:/ /
Witnesses:	Witnesses:
Print Name:	Print Name:

This Document is written in good faith by Earth Advisors, Inc. It is for use by Owner named (Client) only for Project stated only. Any reproduction or re-use of this Contract, in whole or in part, is strictly prohibited. All rights are reserved by Earth Advisors, Inc. Any additional use of, or modification to, this document must be approved in writing by Earth Advisors, Inc.

Print Name:

Print Name:

Earth Advisors, Inc. is an independent tree, landscape and forestry Professional Consultant. This firm has no prospective or current interest in the property evaluated or interest/bias with respect to the parties involved. This Document, or parts of this Document, have not been revealed to any party other than the Client named, and will not be revealed to any other party unless authorized to do so by Client named or by due process of law or by legally required public testimony by this firm.

## **Bid Sheet**

## **WCCDD Landscape Maintenance Contract 2025-2028**

Annual Total Price for Contract (Bid Price): \$  Price Breakdown for specific work items of interest (these are included in Total Price above):
1. \$; Mulching Price (3" mulch depth installed for ALL LANDSCAPE BED AND MULCH AREAS OF PROPERTY) for Option 1 type mulch- cubic yards of mulch =
2. \$; Mulching Price for Option 2 type mulch- cubic yards of mulch =
3. a. \$; Cost per Mowing (Cut) FOR ALL TURF AREAS- mowing, edging and cleanup
3. b. \$; Cost per Mowing (Cut) FOR ROAD RIGHT-OF-WAYS AND PERIMETER TURF AREAS-mowing, edging and cleanup
3. c. \$; Cost per Mowing (Cut) FOR NORTH SIDE AND EAST SIDE EASEMENTS TURF AREASmowing, edging and cleanup
4. a. \$; Cost per Shrub and Ornamental Pruning for ALL HEDGES, SHRUB BEDS, ORNAMENTALS WITHIN PROPERTY.
b. b. \$: Cost per Perimeter Hedge Pruning ONLY; including height and width pruning per specifications for all Perimeter Hedge Sections.
4. c. \$: Cost per Shrub and Ornamental Pruning for ONLY North and South Entrance Corridor; including height and width pruning per specifications for hedges and landscape beds.
5. \$; Storm Remediation Cost for minimum crew and equipment per day (8 hour day).
6.\$: Cost per 1 Annuals Planting (one seasonal cycle planting).
7. \$; Cost per Fertilizer Application.
8. \$; Price for initial Wet Test to evaluate the irrigation system and provide required <b>Irrigation Star Up Repairs Proposal</b> (as per Section 13.8.2). Proposal is due at the end of the first month of work.
9. \$; Cost per Monthly Wet Check with Report.
10. \$; Cost per pesticide treatment for all hedges and landscape bed areas (not turf areas).
11. \$; Annual Cost for Irrigation Maintenance inclusive of all repairs, parts, labor. Contractor shall provide price list showing labor, equipment, and generally used parts expected for performing this work.
12. \$; Annual Cost for Tree and Palm Pruning; estimated number of trees; estimated number of palms.

	ct costs not covered in above her from Contractor in Work	prices (for pricing these additional services that may be Orders):
	rrigation repair work; for addit at and tools (not including parts	ional repairs outside of this Contract; price per hour for 2-person or materials).
	Re-setting of wind thrown tree; tree roots; price based on average	including necessary staking or guying, re-grading ofplanting age tree height of 25 feet.
• \$; R lineal foot of rut (s	-	g, grading of rut marks left in swales or other turf areas; price per
NEWLY INSTA	ALLED LANDSCAPE ESTAB	LISHMENT CARE PRICING:
• \$; T trees, less than 2 in		for additional irrigation and maintenance of newly installed
• \$; T trees, 2 - 4 inches of		for additional irrigation and maintenance of newly installed
• \$; T trees, more than 4 i		for additional irrigation and maintenance of newly installed
• \$; S shrubs, 3-gallon.	hrub establishment care per shi	rub; for additional irrigation and maintenance of newly installed
• \$; S shrubs, 7-gallon.	hrub establishment care per shi	rub; for additional irrigation and maintenance of newly installed
• Other Additional	contract cost items noted by Co	ontractor (can be stated on additional sheets):
Additional terms as (can be stated on a	¥ •	ntractor and not included in Contract Specifications provided
licenses to be quali	fied for this work, Resumes of community, Equipment List and	tificate(s) of Insurance, certifications and/or registrations and/or Contractor owner and Supervisors, Occupational License(s) d Crew List for this Contract work, Storm Remediation Price
Signed and agreed	to for Contractor,	Date:
Print Name:		
Witness:	Date:	_
Print	Name:	

#### CRAIG A. SMITH & ASSOCIATES

Consulting Engineers • Surveyors • Construction Managers • Utility Locators

1425 E. Newport Center Drive, Deerfield Beach, Florida 33442

#### **MEMO**

To: Gloria Perez, District Manager

From: Todd Larson

CC: Stephen Smith

Date: March 6, 2025

Re: Walnut Creek, Lake Bank Erosion Report

In August 2024 the lake banks in Walnut Creek were inspected after the repairs to the filter fabric, that protects most of the lake banks, was completed. During the inspection it was noted that approximately 300 linear feet of the east bank of Lake 10 was eroding, losing about 3 ft of bank. This area was reinspected on February 4, 2025 and found to have deteriorated further. There is now approximately 700 linear feet of the bank of Lake 10 that has eroded by 3 to 6 feet. This section of lake bank was not part of the original lake bank stabilization project because it had been deemed to be stable in the original report. It is necessary to stabilize the lake bank to prevent further loss of the land along the east side of Lake 10.

Attached are a map and photographs of the damaged bank along Lake 10 (behind homes on NW 77<sup>th</sup> Terrace). The locations of the pictures have been indicated on a copy of the original 2015 Lake Bank Erosion Report, which showed the bank to be in compliance.

The repair of the lake bank of approximately 320 cubic feet, including a 30-percent fluff factor, would include mobilization and demobilization, turbidity screening within the lake, imported fill and grading of the bank to the design slope section, stabilization of the lake bank and sod. Estimated costs for the lake bank restoration are between \$160,000 and \$200,000.





Location #1

Location #2



Location #3

Location #4

#### **RESOLUTION NO. 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Board of Supervisors ("Board") of the Walnut Creek Community Development District ("District") is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

**WHEREAS,** the Proposed Budget including the Assessments for Fiscal Year 2025/2026 has been prepared and considered by the Board.

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

**Section 1.** The Proposed Budget including the Assessments for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is approved and adopted.

<u>Section 2</u>. A Public Hearing is hereby scheduled for <u>May 20, 2025</u> at <u>6:00 p.m.</u> in the Walnut Creek Clubhouse, 7500 NW 20<sup>th</sup> Street, Pembroke Pines, Florida 33024, and/or utilizing communications media technology (whichever is applicable) for the purpose of receiving public comments on the Proposed Fiscal Year 2024/2025 Budget.

**PASSED, ADOPTED and EFFECTIVE** this <u>18<sup>th</sup></u> day of <u>March</u>, 2025.

ATTEST:	WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Secretary/Assistant S	ecretary Chairman/Vice Chairman

# Walnut Creek Community Development District

**Option 1 - With Landscaping** 

Proposed Budget For Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

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#### **DETAILED PROPOSED BUDGET**

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

		_
	FISCAL YEAR	ł .
DEVENUE	2025/2026	
REVENUES	BUDGET	400.004
ADMINISTRATIVE ASSESSMENTS		183,984
MAINTENANCE ASSESSMENTS		2,171,383
DEBT ASSESSMENTS (2010)		129,869
OTHER REVENUES		0
INTEREST INCOME (OPERATING)		2,400
INTEREST INCOME (IMPROVEMENTS FUND)		1,800
TOTAL REVENUES	\$	2,489,436
EXPENDITURES		
ADMINISTRATIVE EXPENDITURES		
SUPERVISOR FEES		10,000
PAYROLL TAXES (EMPLOYER)		800
ENGINEERING		35,000
LEGAL FEES		22,000
AUDIT FEES		4,300
MANAGEMENT		52,020
POSTAGE		1,350
OFFICE SUPPLIES/PRINTING		5,100
INSURANCE		24,000
LEGAL ADVERTISING		2,400
MISCELLANEOUS		8,650
DUES & SUBSCRIPTIONS		175
ASSESSMENT ROLL		7,500
TRUSTEE FEES		1,500
CONTINUING DISCLOSURE FEE		350
WEBSITE MANAGEMENT		2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$	177,145
	·	, -
TOTAL MAINTENANCE EXPENDITURES	\$	2,041,100
		,
TOTAL EXPENDITURES	\$	2,218,245
REVENUES LESS EXPENDITURES	\$	271,191
BOND PAYMENTS (2010)		(122,077)
BALANCE	\$	149,114
COUNTY APPRAISER & TAX COLLECTOR FEE		(49,705)
DISCOUNTS FOR EARLY PAYMENTS		(99,409)
EXCESS/ (SHORTFALL)	\$	-
CARRYOVER FROM PRIOR YEAR		0
NET EXCESS/ (SHORTFALL)	\$	-

PROPOSED MAINTENANCE BUDGET WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

MAINTENANCE EXPENDITURES	FISCAL YEAR 2025/2026 BUDGET
FIELD MAINTENANCE	5,000
OPERATIONS MANAGEMENT	12,000
SECURITY & ROVER SERVICES	360,000
SECURITY ADMINISTRATION SERVICES	30,100
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	35,000
SECURITY CAMERAS & MAINTENANCE	12,000
SECURITY ONLINE SOLUTIONS	12,000
SECURITY GATE SYSTEMS MAINTENANCE & REPAIRS	55,000
TELEPHONE	12,500
ELECTRIC	95,000
WATER & SEWAGE	16,000
GUARDHOUSE INT/EXT MAINTENANCE	30,000
LAKE & PRESERVE MAINTENANCE	48,000
SIGNAGE	2,000
STREETLIGHT MAINTENANCE	5,000
WATERFALL MAINTENANCE	100,000
HOLIDAY LIGHTING	11,000
OPERATING RESERVE/CONTINGENCY	24,000
MISCELLANEOUS MAINTENANCE	15,000
STORMWATER MAINTENANCE & PIPE REPLACEMENT RESERVE/CONTINGENCY	100,000
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATES	14,000
HEADWALL STABILIZATION PROJECT	50,000
LAKE SLOPE SOIL MAINTENANCE	10,000
IGUANA CONTROL	27,000
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	0
MONUMENT MAINTENANCE	5,500
LAKE FOUNTAIN MAINTENANCE/RESERVE	15,000
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	240,000
LAKE SHORELINE RESTORATION MAINTENANCE	200,000
LANDSCAPING	500,000
TOTAL MAINTENANCE EXPENDITURES	\$ 2,041,100

#### **DETAILED PROPOSED BUDGET**

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	CAL YEAR 023/2024	FISCAL YEA 2024/2025		FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET		BUDGET	COMMENTS
ADMINISTRATIVE ASSESSMENTS	186,815	191	,895	183,984	Expenditures Less Interest/.94
MAINTENANCE ASSESSMENTS	1,405,958	1,268	,723	2,171,383	Expenditures Less Carryover/.94
DEBT ASSESSMENTS (2010)	129,870		,869		Bond Payments/.94
OTHER REVENUES	20,760		0	0	*
INTEREST INCOME (OPERATING)	77,794	1	,800	2,400	Projected At \$200 Per Month
INTEREST INCOME (IMPROVEMENTS FUND)	41,242		0		Projected At \$150 Per Month
TOTAL REVENUES	\$ 1,862,439	\$ 1,592,	287	\$ 2,489,436	
EXPENDITURES					
ADMINISTRATIVE EXPENDITURES					
SUPERVISOR FEES	5,800	10	,000	10,000	No Change From 2024/2025 Budget
PAYROLL TAXES (EMPLOYER)	444		800		Projected At 8% Of Supervisor Fees
ENGINEERING	19,632	40	,000		FY 24/25 Expenditure Through January 2025 Was \$5,800
LEGAL FEES	20,857		,000		FY 24/25 Expenditure Through January 2025 Was \$5,833
AUDIT FEES	4,100		,200		Accepted Amount For 2024/2025 Audit
MANAGEMENT	49,092		,556		CPI Adjustment
POSTAGE	1,115		,450		\$100 Decrease From 2024/2025 Budget
OFFICE SUPPLIES/PRINTING	1,532		,300		\$200 Decrease From 2024/2025 Budget
INSURANCE	21,056		,000		FY 24/25 Expenditure Was \$21,894
LEGAL ADVERTISING	1,058		,500		\$100 Decrease From 2024/2025 Budget
MISCELLANEOUS	4,639		,750		\$100 Decrease From 2024/2025 Budget
DUES & SUBSCRIPTIONS	175		175	•	No Change From 2024/2025 Budget
ASSESSMENT ROLL	7,500	7	,500		As Per Contract
TRUSTEE FEES	1,420		,600		\$100 Decrease From 2024/2025 Budget
CONTINUING DISCLOSURE FEE	350		350		No Change From 2024/2025 Budget
WEBSITE MANAGEMENT	2,000	2	,000		No Change From 2024/2025 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 140,770		181		
TOTAL MAINTENANCE EXPENDITURES	\$ 786,702	\$ 1,301,	600	\$ 2,041,100	
TOTAL EXPENDITURES	\$ 927,472	\$ 1,483,	781	\$ 2,218,245	
REVENUES LESS EXPENDITURES	\$ 934,967	\$ 108,	506	\$ 271,191	
BOND PAYMENTS (2010)	(122,582)	(122,	077)	(122,077)	Yearly Maximum Debt Assessment
BALANCE	\$ 812,385	\$ (13,	571)	\$ 149,114	
COUNTY APPRAISER & TAX COLLECTOR FEE	(33,127)	-	810)		Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(63,319)	(63,	619)	(99,409)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 715,939	\$ (109,	000)	\$ -	
CARRYOVER FROM PRIOR YEAR	0	109	,000	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 715,939	\$	-	\$ -	

DETAILED PROPOSED MAINTENANCE BUDGET WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

		-		
MAINTENANCE EXPENDITURES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
FIELD MAINTENANCE	5,000	5,000	5,000	No Change From 2024/2025 Budget - HOA Services
OPERATIONS MANAGEMENT	12,000	12,000	12,000	No Change From 2024/2025 Budget
SECURITY & ROVER SERVICES	277,285	370,000	360,000	FY 24/25 Expenditure Through January 2025 Was \$85,202
SECURITY ADMINISTRATION SERVICES	3,300	35,100	30,100	\$5,000 Decrease From 2024/2025 Budget
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	30,648	35,000	35,000	No Change From 2024/2025 Budget
SECURITY CAMERAS & MAINTENANCE	0	12,000	12,000	No Change From 2024/2025 Budget
SECURITY ONLINE SOLUTIONS	0	12,000	12,000	No Change From 2024/2025 Budget
SECURITY GATE SYSTEMS MAINTENANCE & REPAIRS	68,825	50,000	55,000	\$5,000 Increase From 2024/2025 Budget
TELEPHONE	11,799	12,500	12,500	No Change From 2024/2025 Budget
ELECTRIC	97,272	85,000	95,000	\$10,000 Increase From 2024/2025 Budget
WATER & SEWAGE	11,826	16,000	16,000	No Change From 2024/2025 Budget
GUARDHOUSE INT/EXT MAINTENANCE	26,067	30,000	30,000	No Change From 2024/2025 Budget
LAKE & PRESERVE MAINTENANCE	36,985	48,000	48,000	No Change From 2024/2025 Budget
SIGNAGE	92	2,000	2,000	No Change From 2024/2025 Budget
STREETLIGHT MAINTENANCE	0	5,000	5,000	No Change From 2024/2025 Budget
WATERFALL MAINTENANCE	70,228	80,000	100,000	\$20,000 Increase From 2024/2025 Budget
HOLIDAY LIGHTING	9,990	11,000	11,000	No Change From 2024/2025 Budget
OPERATING RESERVE/CONTINGENCY	26,900	24,000	24,000	No Change From 2024/2025 Budget
MISCELLANEOUS MAINTENANCE	27,837	10,000	15,000	\$5,000 Increase From 2024/2025 Budget
STORMWATER MAINTENANCE & PIPE REPLACEMENT RESERVE/CONTINGENCY	0	100,000	100,000	Fifth Year Of Five Year Reserve
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATES	0	14,000	14,000	No Change From 2024/2025 Budget
HEADWALL STABILIZATION PROJECT	0	50,000	50,000	Current Reserve = \$150,000
LAKE SLOPE SOIL MAINTENANCE	0	10,000	10,000	No Change From 2024/2025 Budget
IGUANA CONTROL	0	27,000		FY 24/25 Expenditure Through February 2025 Was \$11,208
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	70,648	0		Line Item Eliminated
MONUMENT MAINTENANCE	0	6,000		HOA Monument Maintenance
LAKE FOUNTAIN MAINTENANCE/RESERVE	0	0		Light Upgrade & Regular Maintenance
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	0	240,000	<u> </u>	Current Reserve = \$780,000
LAKE SHORELINE RESTORATION MAINTENANCE	0	0		Lake Shoreline Restoration Maintenance
LANDSCAPING	0	0		Landscaping
TOTAL MAINTENANCE EXPENDITURES	\$ 786,702			

#### **DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2010) BUDGET**

## WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	13,937	500	1,000	Projected Interest For 2025/2026
NAV Tax Collection	122,582	122,077	122,077	Yearly Maximum Debt Assessment
Prepaid Bond Collection	0	0	0	
Total Revenues	\$ 136,519	\$ 122,577	\$ 123,077	
EXPENDITURES				
Principal Payments	55,000	60,000	70,000	Principal Payment Due In 2026
Additional Principal Payments	0	9,814	4,502	Additional Principal Payments
Interest Payments	57,240	52,763	48,575	Interest Payments Due In 2026
Total Expenditures	\$ 112,240	\$ 122,577	\$ 123,077	
Excess/ (Shortfall)	\$ 24,279	\$ -	\$ -	

### Series 2010 Bond Information

Original Par Amount = \$2,650,000 Annual Principal Payments Due = May 1st

Interest Rate = 2.05 - 5.95% Annual Interest Payments Due = May 1st & November 1st

Issue Date = January 2010 Maturity Date = May 2040

Par Amount As Of 1/1/25 = \$925,000

# Walnut Creek Community Development District Assessment Comparison

		Fiscal Year 2022/2023 Assessment*	2	iscal Year 023/2024 sessment*	2	Fiscal Year 2024/2025 Assessment*  Fiscal Year 2025/2026 Projected Assess		2025/2026
Administrative Maintenance	\$ \$	199.86 1,229.20	\$ \$	204.00 1,570.91	\$ \$	214.41 1,417.57	\$ \$	205.57 2,426.13
2010 Debt	\$	145.92	\$	145.92	\$	145.92	\$	145.92
Total	\$	1,574.98	\$	1,920.83	\$	1,777.90	\$	2,777.62

#### \* Assessments Include the Following:

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units 895

2010 Debt Service Information

 Total Units
 895

 Prepayments
 5

 Billed For 2010 Debt
 890

# Walnut Creek Community Development District

**Option 2 - Without Landscaping** 

Proposed Budget For Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

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VI	ASSESSMENT COMPARISON

#### **DETAILED PROPOSED BUDGET**

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

		_
	FISCAL YEA	
DEVENUES	2025/2026	•
REVENUES	BUDGET	400.004
ADMINISTRATIVE ASSESSMENTS		183,984
MAINTENANCE ASSESSMENTS		1,639,468
DEBT ASSESSMENTS (2010)		129,869
OTHER REVENUES		0 400
INTEREST INCOME (OPERATING)		2,400
INTEREST INCOME (IMPROVEMENTS FUND)		1,800
TOTAL REVENUES	\$	1,957,521
EXPENDITURES		
ADMINISTRATIVE EXPENDITURES		
SUPERVISOR FEES		10,000
PAYROLL TAXES (EMPLOYER)		800
ENGINEERING		35,000
LEGAL FEES		22,000
AUDIT FEES		4,300
MANAGEMENT		52,020
POSTAGE		1,350
OFFICE SUPPLIES/PRINTING		5,100
INSURANCE		24,000
LEGAL ADVERTISING		2,400
MISCELLANEOUS		8,650
DUES & SUBSCRIPTIONS		175
ASSESSMENT ROLL		7,500
TRUSTEE FEES		1,500
CONTINUING DISCLOSURE FEE		350
WEBSITE MANAGEMENT		2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$	177,145
TOTAL MAINTENANCE EXPENDITURES	\$	1,541,100
TOTAL EXPENDITURES	\$	1,718,245
REVENUES LESS EXPENDITURES	\$	239,276
BOND PAYMENTS (2010)		(122,077)
BOND I ATMENTO (2010)		(122,011)
BALANCE	\$	117,199
COUNTY APPRAISER & TAX COLLECTOR FEE		(39,066)
DISCOUNTS FOR EARLY PAYMENTS		(78,133)
EXCESS/ (SHORTFALL)	\$	-
CAPRIVOVED EDOM PRIOR VEAS		
CARRYOVER FROM PRIOR YEAR		0
NET EXCESS/ (SHORTFALL)	\$	
,		

PROPOSED MAINTENANCE BUDGET WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

FISCAL YEAR 2025/2026 BUDGET
5,000
12,000
360,000
30,100
35,000
12,000
12,000
55,000
12,500
95,000
16,000
30,000
48,000
2,000
5,000
100,000
11,000
24,000
15,000
100,000
14,000
50,000
10,000
27,000
0
5,500
15,000
240,000
200,000
0
\$ 1,541,100

#### **DETAILED PROPOSED BUDGET**

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISC	AL YEAR	FISCAL YEAR		FISCAL YEAR	
		23/2024	2024/2025	`	2025/2026	
REVENUES	A	CTUAL	BUDGET		BUDGET	COMMENTS
ADMINISTRATIVE ASSESSMENTS		186,815	191,8	395	183,984	Expenditures Less Interest/.94
MAINTENANCE ASSESSMENTS		1,405,958			1,639,468	Expenditures Less Carryover/.94
DEBT ASSESSMENTS (2010)		129,870				Bond Payments/.94
OTHER REVENUES		20,760	- 7,1	0	0	•
INTEREST INCOME (OPERATING)		77,794	1.8	300	2.400	Projected At \$200 Per Month
INTEREST INCOME (IMPROVEMENTS FUND)		41,242		0		Projected At \$150 Per Month
TOTAL REVENUES	\$	1,862,439		87	\$ 1,957,521	
EXPENDITURES						
ADMINISTRATIVE EXPENDITURES						
SUPERVISOR FEES		5,800	10,0	000	10,000	No Change From 2024/2025 Rudget
		5,800		300		No Change From 2024/2025 Budget
PAYROLL TAXES (EMPLOYER)						Projected At 8% Of Supervisor Fees
ENGINEERING		19,632	40,0			FY 24/25 Expenditure Through January 2025 Was \$5,800
LEGAL FEES		20,857	23,0			FY 24/25 Expenditure Through January 2025 Was \$5,833
AUDIT FEES		4,100		200		Accepted Amount For 2024/2025 Audit
MANAGEMENT		49,092	50,5			CPI Adjustment
POSTAGE		1,115		150		\$100 Decrease From 2024/2025 Budget
OFFICE SUPPLIES/PRINTING		1,532		300		\$200 Decrease From 2024/2025 Budget
INSURANCE LEGAL ADVERTISING		21,056				FY 24/25 Expenditure Was \$21,894
		1,058		500		\$100 Decrease From 2024/2025 Budget
MISCELLANEOUS		4,639		750		\$100 Decrease From 2024/2025 Budget
DUES & SUBSCRIPTIONS		175		75		No Change From 2024/2025 Budget
ASSESSMENT ROLL		7,500		000		As Per Contract
TRUSTEE FEES		1,420 350	·	000		\$100 Decrease From 2024/2025 Budget
CONTINUING DISCLOSURE FEE				350		No Change From 2024/2025 Budget
WEBSITE MANAGEMENT TOTAL ADMINISTRATIVE EXPENDITURES	\$	2,000 <b>140,770</b>		000 81		No Change From 2024/2025 Budget
TOTAL ADMINISTRATIVE EAT ENDITORES	•	140,770	Ψ 102,1	٠.	ψ 177,1 <del>4</del> 0	
TOTAL MAINTENANCE EXPENDITURES	\$	786,702	\$ 1,301,6	00	\$ 1,541,100	
TOTAL EXPENDITURES	\$	927,472	\$ 1,483,7	81	\$ 1,718,245	
REVENUES LESS EXPENDITURES	\$	934,967	\$ 108,5	06	\$ 239,276	
BOND PAYMENTS (2010)		(122,582)	(122,0	77)	(122,077)	Yearly Maximum Debt Assessment
BALANCE	\$	812,385	¢ /42 E	71\	\$ 117,199	
DALANCE	<b>3</b>	012,385	\$ (13,5	(1)	717,199	
COUNTY APPRAISER & TAX COLLECTOR FEE		(33,127)				Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS		(63,319)	(63,6	19)	(78,133)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$	715,939	\$ (109,0	00)	\$ -	
CARRYOVER FROM PRIOR YEAR		0	109,0	000	0	Carryover From Prior Year
NET EXCESS/(CHORTEALL)		745.000	•		•	
NET EXCESS/ (SHORTFALL)	\$	715,939	<b>&gt;</b>	-	\$ -	

DETAILED PROPOSED MAINTENANCE BUDGET WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

MAINTENANCE EXPENDITURES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
MAINTENANCE EXICEDITORES	AOTOAL	505021	DODOL!	SOMMENTO.
FIELD MAINTENANCE	5,000	5,000	5,000	No Change From 2024/2025 Budget - HOA Services
OPERATIONS MANAGEMENT	12,000	12,000	12,000	No Change From 2024/2025 Budget
SECURITY & ROVER SERVICES	277,285	370,000	360,000	FY 24/25 Expenditure Through January 2025 Was \$85,202
SECURITY ADMINISTRATION SERVICES	3,300	35,100	30,100	\$5,000 Decrease From 2024/2025 Budget
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	30,648	35,000	35,000	No Change From 2024/2025 Budget
SECURITY CAMERAS & MAINTENANCE	0	12,000	12,000	No Change From 2024/2025 Budget
SECURITY ONLINE SOLUTIONS	0	12,000	12,000	No Change From 2024/2025 Budget
SECURITY GATE SYSTEMS MAINTENANCE & REPAIRS	68,825	50,000	55,000	\$5,000 Increase From 2024/2025 Budget
TELEPHONE	11,799	12,500	12,500	No Change From 2024/2025 Budget
ELECTRIC	97,272	85,000	95,000	\$10,000 Increase From 2024/2025 Budget
WATER & SEWAGE	11,826	16,000	16,000	No Change From 2024/2025 Budget
GUARDHOUSE INT/EXT MAINTENANCE	26,067	30,000	30,000	No Change From 2024/2025 Budget
LAKE & PRESERVE MAINTENANCE	36,985	48,000	48,000	No Change From 2024/2025 Budget
SIGNAGE	92	2,000	2,000	No Change From 2024/2025 Budget
STREETLIGHT MAINTENANCE	0	5,000	5,000	No Change From 2024/2025 Budget
WATERFALL MAINTENANCE	70,228	80,000	100,000	\$20,000 Increase From 2024/2025 Budget
HOLIDAY LIGHTING	9,990	11,000	11,000	No Change From 2024/2025 Budget
OPERATING RESERVE/CONTINGENCY	26,900	24,000	24,000	No Change From 2024/2025 Budget
MISCELLANEOUS MAINTENANCE	27,837	10,000	15,000	\$5,000 Increase From 2024/2025 Budget
STORMWATER MAINTENANCE & PIPE REPLACEMENT RESERVE/CONTINGENCY	0	100,000	100,000	Fifth Year Of Five Year Reserve
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATES	0	14,000	14,000	No Change From 2024/2025 Budget
HEADWALL STABILIZATION PROJECT	0	50,000	50,000	Current Reserve = \$150,000
LAKE SLOPE SOIL MAINTENANCE	0	10,000	10,000	No Change From 2024/2025 Budget
IGUANA CONTROL	0	27,000	27,000	FY 24/25 Expenditure Through February 2025 Was \$11,208
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	70,648	0	0	Line Item Eliminated
MONUMENT MAINTENANCE	0	6,000	5,500	HOA Monument Maintenance
LAKE FOUNTAIN MAINTENANCE/RESERVE	0	0	15,000	Light Upgrade & Regular Maintenance
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	0	240,000	240,000	Current Reserve = \$780,000
LAKE SHORELINE RESTORATION MAINTENANCE	0	0	200,000	Lake Shoreline Restoration Maintenance
LANDSCAPING	0	0	0	Landscaping
TOTAL MAINTENANCE EXPENDITURES	\$ 786,702	\$ 1,301,600	\$ 1,541,100	

#### **DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2010) BUDGET**

### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	13,937	500	1,000	Projected Interest For 2025/2026
NAV Tax Collection	122,582	122,077	122,077	Yearly Maximum Debt Assessment
Prepaid Bond Collection	0	0	0	
Total Revenues	\$ 136,519	\$ 122,577	\$ 123,077	
EXPENDITURES				
Principal Payments	55,000	60,000	70,000	Principal Payment Due In 2026
Additional Principal Payments	0	9,814	4,502	Additional Principal Payments
Interest Payments	57,240	52,763	48,575	Interest Payments Due In 2026
Total Expenditures	\$ 112,240	\$ 122,577	\$ 123,077	
Excess/ (Shortfall)	\$ 24,279	\$ -	\$ -	

#### Series 2010 Bond Information

Original Par Amount = \$2,650,000 Annual Principal Payments Due = May 1st

Interest Rate = 2.05 - 5.95% Annual Interest Payments Due = May 1st & November 1st

Issue Date = January 2010 Maturity Date = May 2040

Par Amount As Of 1/1/25 = \$925,000

# Walnut Creek Community Development District Assessment Comparison

		Fiscal Year 2022/2023 Assessment*	2	Fiscal Year 2023/2024 Assessment*		Fiscal Year 2024/2025 Assessment*		Fiscal Year 2025/2026 Projected Assessment*	
Administrative Maintenance	\$ \$	199.86 1,229.20	\$ \$	204.00 1,570.91	\$ \$	214.41 1,417.57	\$ \$	205.57 1,831.81	
2010 Debt	\$	145.92	\$	145.92	\$	145.92	\$	145.92	
Total	\$	1,574.98	\$	1,920.83	\$	1,777.90	\$	2,183.30	

#### \* Assessments Include the Following:

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

**Community Information:** 

Total Units 895

2010 Debt Service Information

 Total Units
 895

 Prepayments
 5

 Billed For 2010 Debt
 890

# Walnut Creek Community Development District

**Option 3 - With Additional Funding** 

Proposed Budget For Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

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#### **DETAILED PROPOSED BUDGET**

# WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

DEVENILES	FISCAL YEAR 2025/2026 BUDGET
REVENUES  ADMINISTRATIVE ASSESSMENTS	
ADMINISTRATIVE ASSESSMENTS	183,9
MAINTENANCE ASSESSMENTS	1,426,7
DEBT ASSESSMENTS (2010)	129,8
OTHER REVENUES	
INTEREST INCOME (OPERATING)	2,4
INTEREST INCOME (IMPROVEMENTS FUND)	1,8
TOTAL REVENUES	\$ 1,744,75
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	10,0
PAYROLL TAXES (EMPLOYER)	8
ENGINEERING	35,0
LEGAL FEES	22,0
AUDIT FEES	4,3
MANAGEMENT	52,0
POSTAGE	1,3
OFFICE SUPPLIES/PRINTING	5,1
INSURANCE	24,0
LEGAL ADVERTISING	2,4
MISCELLANEOUS	8,6
DUES & SUBSCRIPTIONS	1
ASSESSMENT ROLL	7,5
TRUSTEE FEES	1,5
CONTINUING DISCLOSURE FEE	3
WEBSITE MANAGEMENT	2,0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 177,14
TOTAL MAINTENANCE EXPENDITURES	\$ 1,541,10
	,,,,,,
TOTAL EXPENDITURES	\$ 1,718,24
REVENUES LESS EXPENDITURES	\$ 26,51
BOND PAYMENTS (2010)	(122,07
BALANCE	\$ (95,56
COUNTY APPRAISER & TAX COLLECTOR FEE	(34,8*
DISCOUNTS FOR EARLY PAYMENTS	(69,62
2.333331 ON DINE! 17/1/MENTO	(03,02
EXCESS/ (SHORTFALL)	\$ (200,00
FUNDS FROM IMPROVEMENT ACCOUNT (FOR LAKE SHORELINE RESTORATION)	200,0
NET EXCESS/ (SHORTFALL)	\$
HET EXCLOSI (GHONTI ALL)	Ψ

PROPOSED MAINTENANCE BUDGET WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026
MAINTENANCE EXPENDITURES	BUDGET
EIELD MANUTENANOE	5.000
FIELD MAINTENANCE	5,000
OPERATIONS MANAGEMENT	12,000
SECURITY & ROVER SERVICES	360,000
SECURITY ADMINISTRATION SERVICES	30,100
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	35,000
SECURITY CAMERAS & MAINTENANCE	12,000
SECURITY ONLINE SOLUTIONS	12,000
SECURITY GATE SYSTEMS MAINTENANCE & REPAIRS	55,000
TELEPHONE	12,500
ELECTRIC	95,000
WATER & SEWAGE	16,000
GUARDHOUSE INT/EXT MAINTENANCE	30,000
LAKE & PRESERVE MAINTENANCE	48,000
SIGNAGE	2,000
STREETLIGHT MAINTENANCE	5,000
WATERFALL MAINTENANCE	100,000
HOLIDAY LIGHTING	11,000
OPERATING RESERVE/CONTINGENCY	24,000
MISCELLANEOUS MAINTENANCE STORMWATER MAINTENANCE & PIPE REPLACEMENT	15,000
RESERVE/CONTINGENCY	100,000
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATE	14,000
HEADWALL STABILIZATION PROJECT	50,000
LAKE SLOPE SOIL MAINTENANCE	10,000
IGUANA CONTROL	27,000
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	0
MONUMENT MAINTENANCE	5,500
LAKE FOUNTAIN MAINTENANCE/RESERVE	15,000
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	240,000
LAKE SHORELINE RESTORATION MAINTENANCE	200,000
LANDSCAPING	0
TOTAL MAINTENANCE EXPENDITURES	\$ 1,541,100

#### **DETAILED PROPOSED BUDGET**

#### WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
ADMINISTRATIVE ASSESSMENTS	186,815	191,895	183,984	Expenditures Less Interest/.94
MAINTENANCE ASSESSMENTS	1,405,958	1,268,723	1,426,702	Expenditures Less Carryover/.94
DEBT ASSESSMENTS (2010)	129,870		129,869	Bond Payments/.94
OTHER REVENUES	20,760		0	•
INTEREST INCOME (OPERATING)	77,794		2,400	Projected At \$200 Per Month
INTEREST INCOME (IMPROVEMENTS FUND)	41,242			Projected At \$150 Per Month
TOTAL REVENUES	\$ 1,862,439			
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	5,800			No Change From 2024/2025 Budget
PAYROLL TAXES (EMPLOYER)	444		800	Projected At 8% Of Supervisor Fees
ENGINEERING	19,632	40,000	35,000	FY 24/25 Expenditure Through January 2025 Was \$5,800
LEGAL FEES	20,857	23,000	22,000	FY 24/25 Expenditure Through January 2025 Was \$5,833
AUDIT FEES	4,100	4,200	4,300	Accepted Amount For 2024/2025 Audit
MANAGEMENT	49,092	50,556	52,020	CPI Adjustment
POSTAGE	1,115	1,450	1,350	\$100 Decrease From 2024/2025 Budget
OFFICE SUPPLIES/PRINTING	1,532	5,300	5,100	\$200 Decrease From 2024/2025 Budget
INSURANCE	21,056	24,000	24,000	FY 24/25 Expenditure Was \$21,894
LEGAL ADVERTISING	1,058	2,500	2,400	\$100 Decrease From 2024/2025 Budget
MISCELLANEOUS	4,639	8,750	8,650	\$100 Decrease From 2024/2025 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2024/2025 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
TRUSTEE FEES	1,420	1,600	1,500	\$100 Decrease From 2024/2025 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2024/2025 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2024/2025 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 140,770	\$ 182,181	\$ 177,145	
TOTAL MAINTENANCE EXPENDITURES	\$ 786,702	\$ 1,301,600	\$ 1,541,100	
TOTAL EXPENDITURES	\$ 927,472	\$ 1,483,781	\$ 1,718,245	
REVENUES LESS EXPENDITURES	\$ 934,967	\$ 108,506	\$ 26,510	
BOND PAYMENTS (2010)	(122,582)	(122,077)	(122,077)	Yearly Maximum Debt Assessment
, ,	, ,			,
BALANCE	\$ 812,385	\$ (13,571)	\$ (95,567)	
COUNTY APPRAISER & TAX COLLECTOR FEE	(33,127)	(31,810)	(34,811)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(63,319)	(63,619)	(69,622)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 715,939	\$ (109,000)	\$ (200,000)	
FUNDS FROM IMPROVEMENT ACCOUNT (FOR LAKE SHORELINE RESTORATION)	0	109,000	200,000	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 715,939	\$ -	\$ -	

DETAILED PROPOSED MAINTENANCE BUDGET WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

MAINTENANCE EXPENDITURES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
FIELD MAINTENANCE	5,000	5,000	5,000	No Change From 2024/2025 Budget - HOA Services
OPERATIONS MANAGEMENT	12,000	12,000	12,000	No Change From 2024/2025 Budget
SECURITY & ROVER SERVICES	277,285	370,000	360,000	FY 24/25 Expenditure Through January 2025 Was \$85,202
SECURITY ADMINISTRATION SERVICES	3,300	35,100	30,100	\$5,000 Decrease From 2024/2025 Budget
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SERVICES	30,648	35,000	35,000	No Change From 2024/2025 Budget
SECURITY CAMERAS & MAINTENANCE	0	12,000	12,000	No Change From 2024/2025 Budget
SECURITY ONLINE SOLUTIONS	0	12,000	12,000	No Change From 2024/2025 Budget
SECURITY GATE SYSTEMS MAINTENANCE & REPAIRS	68,825	50,000	55,000	\$5,000 Increase From 2024/2025 Budget
TELEPHONE	11,799	12,500	12,500	No Change From 2024/2025 Budget
ELECTRIC	97,272	85,000	95,000	\$10,000 Increase From 2024/2025 Budget
WATER & SEWAGE	11,826	16,000	16,000	No Change From 2024/2025 Budget
GUARDHOUSE INT/EXT MAINTENANCE	26,067	30,000	30,000	No Change From 2024/2025 Budget
LAKE & PRESERVE MAINTENANCE	36,985	48,000	48,000	No Change From 2024/2025 Budget
SIGNAGE	92	2,000	2,000	No Change From 2024/2025 Budget
STREETLIGHT MAINTENANCE	0	5,000	5,000	No Change From 2024/2025 Budget
WATERFALL MAINTENANCE	70,228	80,000	100,000	\$20,000 Increase From 2024/2025 Budget
HOLIDAY LIGHTING	9,990	11,000	11,000	No Change From 2024/2025 Budget
OPERATING RESERVE/CONTINGENCY	26,900	24,000	24,000	No Change From 2024/2025 Budget
MISCELLANEOUS MAINTENANCE	27,837	10,000	15,000	\$5,000 Increase From 2024/2025 Budget
STORMWATER MAINTENANCE & PIPE REPLACEMENT RESERVE/CONTINGENCY	0	100,000	100,000	Fifth Year Of Five Year Reserve
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATES	0	14,000	14,000	No Change From 2024/2025 Budget
HEADWALL STABILIZATION PROJECT	0	50,000	50,000	Current Reserve = \$150,000
LAKE SLOPE SOIL MAINTENANCE	0	10,000	10,000	No Change From 2024/2025 Budget
IGUANA CONTROL	0	27,000	27,000	FY 24/25 Expenditure Through February 2025 Was \$11,208
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	70,648	0	0	Line Item Eliminated
MONUMENT MAINTENANCE	0	6,000		HOA Monument Maintenance
LAKE FOUNTAIN MAINTENANCE/RESERVE	0	0		Light Upgrade & Regular Maintenance
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	0	240,000	<u> </u>	Current Reserve = \$780,000
LAKE SHORELINE RESTORATION MAINTENANCE	0	0		Lake Shoreline Restoration Maint To Be Funded With Improvement Funds
LANDSCAPING	0	0		Landscaping
TOTAL MAINTENANCE EXPENDITURES	\$ 786,702	\$ 1,301,600		

#### **DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2010) BUDGET**

## WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	13,937	500	1,000	Projected Interest For 2025/2026
NAV Tax Collection	122,582	122,077	122,077	Yearly Maximum Debt Assessment
Prepaid Bond Collection	0	0	0	
Total Revenues	\$ 136,519	\$ 122,577	\$ 123,077	
EXPENDITURES				
Principal Payments	55,000	60,000	70,000	Principal Payment Due In 2026
Additional Principal Payments	0	9,814	4,502	Additional Principal Payments
Interest Payments	57,240	52,763	48,575	Interest Payments Due In 2026
Total Expenditures	\$ 112,240	\$ 122,577	\$ 123,077	
Excess/ (Shortfall)	\$ 24,279	\$ -	\$ -	

#### Series 2010 Bond Information

Original Par Amount = \$2,650,000 Annual Principal Payments Due = May 1st

Interest Rate = 2.05 - 5.95% Annual Interest Payments Due = May 1st & November 1st

Issue Date = January 2010 Maturity Date = May 2040

Par Amount As Of 1/1/25 = \$925,000

# Walnut Creek Community Development District Assessment Comparison

		Fiscal Year 2022/2023 Assessment*	2	iscal Year 023/2024 sessment*	2	iscal Year 024/2025 sessment*		Fiscal Year 2025/2026 ted Assessment*
Administrative Maintenance	\$ \$	199.86 1,229.20	\$ \$	204.00 1,570.91	\$ \$	214.41 1,417.57	\$ \$	205.57 1,594.09
2010 Debt	\$	145.92	\$	145.92	\$	145.92	\$	145.92
Total	\$	1,574.98	\$	1,920.83	\$	1,777.90	\$	1,945.58

#### \* Assessments Include the Following:

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units 895

2010 Debt Service Information

 Total Units
 895

 Prepayments
 5

 Billed For 2010 Debt
 890

#### **RESOLUTION NO. 2025-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, REDESIGNATING THE SIGNATORIES OF THE DISTRICT CHECKING ACCOUNT; AND PROVIDING AND EFFECTIVE DATE.

**WHEREAS**, The Walnut Creek Community Development District ("District") has previously established a District checking account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS	, the Board of Supervis	sors of the District redesignates <u>Todd V</u>	<u>Vodraska,</u>
Jason Pierman, Patri	icia Las Casas, Gloria F	Perez and	to serve as
the signatories on th	ne District checking according	ount.	
,	,	ESOLVED BY THE BOARD OF SUMMUNITY DEVELOPMENT DI	
Section 1.	The above recitals ar	re hereby adopted.	
Section 2.	The signature of two	o of the four signatories named herein	will be required
on all the District ch	necks tendered from the	District checking account as approved	
PASSED, A	DOPTED and EFFEC	CTIVE this 18th day of March, 2025.	
ATTEST:		WALNUT CREEK COMMUNITY DEVELOPMEN	T DISTRICT
By:		By:	

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

QTY.	MATERIAL	PRICE	AMOL	JNT	
					CRYSTAL
					POOL SERVICES INC.
1	Si a Diago				10718 NW 53rd St. Sunrise, Florida 33351
	Float Side		425	-	Office (954) 748-1306 Facsimile (954) 748-5998 acrystal@bellsouth.net • www.crystalpoolservicesinc.com
	31917		,		DATE 3-7 20 2
1	24 Check Valu	7;	106.	-	ADDRESS 176437
			don.		CITY 2 PHONE
	& Direct Way to		205.	_	SCHEDULED DAY AM PM NEEDS OK
IN	& Direct was to				ALL DAY 🗆 OK'D BY
	TBOX				NON SERVICE O ORDER BY BALANCE BILLABLE ROUTE# DAY
1	Test Pel-		NIC		DESCRIPTION OF WORK  West Water Frag
	,		1		Replace Somp Sump.
					West Dond
					TOTAL MATERIAL 53/ -
					TOTAL LABOR 275 -
					806
					17 e-mailed TAX D
SIGNATURE		DATE COM	PLETED		Thank You PAY THIS AMOUNT □ 806

- Verbally APPROVED by District Manager Gloria Perez on March 7th, 2025.
- Certificates of Insurance requested already in file.

Ronald Galvis

Ronald Galvis Field Operations Manager Walnut Creek CDD



#### Florida Fire Backflow Plumbing

652 2nd Ln Vero Beach, FL 32962 US +17724928141 jakeffb1@gmail.com

### **Estimate**

**ADDRESS** 

Walnut Creek Community Development 1800 NW 76 Ave. Pembroke Pines, FL 33024 SHIP TO

Walnut Creek Community
Development
1800 NW 76 Ave.
Pembroke Pines, FL 33024

**ESTIMATE** # 2990

**DATE** 03/07/2025 **EXPIRATION DATE** 03/14/2025

TRACKING NO.

SN: 103153

**JOB** 

**Backflow Repair** 

Backflow Repair Repair 1" Watts 009 backflow assembly with new complete internal rebuild kit. Parts and labor.	1	651.75	651.75
Backflow Testing Test and certify backflow after repairs have been made.	1	50.00	50.00
	SUBTOTAL TAX TOTAL		701.75 0.00 <b>\$701.75</b>

Accepted By Accepted Date

- Verbally APPROVED by District Manager Gloria Perez on March 7th, 2025.
- Before the commencement of any job, requested COIs must be provided.
- Before the commencement of any job, the "Anti-Human Trafficking affidavit must be fully executed.

Ronald Galvis
Ronald Galvis
Field Operations Manager
Walnut Creek CDD

### SHEKINAH FENCE SERVICES LLC



**Estimate** 

Estimate No: Date: 6543 01/19/2025

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

For: PEMBROKE PINES WALNUT CREEK

rgalvis@sdsinc.org, Gperez@sdsinc.org

wc sheridan and 72 av

(786) 413-7150

Description	Quantity	Rate	Amount
REPAIR FENCE SECTIONS BROKEN NW 72 nd AVENUE	1	\$775.00	\$775.00
	Subtotal		\$775.00
	TAX 0%		\$0.00
	Total		\$775.00
	Total		\$775.00
	- Iotat		<b>— </b> 3.33

#### Comments

PAYMENT TERMS: PAYMENT TERMS:

ZELLE PAYMENT TO: 954-709-9761

ACH PAYMENT INFORMATION IS INCLUDED

PAYMENT IN FULL WHEN FENCE INSTALLATION IS COMPLETE

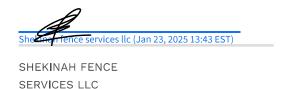
#### Terms and Conditions

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.



Gloria Perez
Client's signature

Gloria Perez - District Manager Walnut Creek CDD

- Proposal approved by District Manager on January 22nd, 2025.
- Requested COIs must be provided before commencement of any job. *GP*
- Affidavid of Compliance with Anti-Human Trafficking Laws (pursuant to Chapter 2024 184, Laws of Florida [HB 7063]) must be executed.

#### **Locations:**







# WC Shekinah Fence BLANK Fence Repairs Est. 6543 \$775.00 (2025-01-22)

Final Audit Report 2025-01-23

Created: 2025-01-23

By: Gloria Perez (gperez@sdsinc.org)

Status: Signed

Transaction ID: CBJCHBCAABAAtx6yq2gQYIrkBEST8mXklXpuxbIGIQw6

# "WC Shekinah Fence BLANK Fence Repairs Est. 6543 \$775.00 (2025-01-22)" History

- Document created by Gloria Perez (gperez@sdsinc.org) 2025-01-23 6:16:22 PM GMT
- Document emailed to shekinahfence@gmail.com for signature 2025-01-23 6:18:09 PM GMT
- Email viewed by shekinahfence@gmail.com 2025-01-23 6:26:51 PM GMT
- Signer shekinahfence@gmail.com entered name at signing as Shekinah fence services llc 2025-01-23 6:43:35 PM GMT
- Document e-signed by Shekinah fence services Ilc (shekinahfence@gmail.com)
  Signature Date: 2025-01-23 6:43:37 PM GMT Time Source: server
- Agreement completed. 2025-01-23 - 6:43:37 PM GMT

### SHEKINAH FENCE **SERVICES LLC**

**Estimate** 

6552

Estimate No: Date: 02/05/2025

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

For: PEMBROKE PINES WALNUT CREEK

rgalvis@sdsinc.org, Gperez@sdsinc.org

wc sheridan and 72 av

(786) 413-7150

Description	Quantity	Rate	Amount
REPAIR FENCE SECTIONS BROKEN ALONG NW 72 AVE	1	\$1,010.00	\$1,010.00
- 50' FEET CHAIN LINK BLACK 5' TALL			
	Subtotal		\$1,010.00
	TAX 0%		\$0.00
	Total		\$1,010.00
	Total		\$1,010.00

#### 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.

Shekinah fence service Ilc (Feb 7, 2025 16:19 EST)

SHEKINAH FENCE SERVICES LLC Client's signature Gloria Perez, District Manager

Gloria Perez

- Requested COI's must be provided before commencement of any job. 

Affidavit of compliance with Anti-Human Trofficing Laws.

- Affidavit of compliance with Anti-Human Trafficing Laws (pursuant to chapter 2024-184, Laws of Florida (HB 7063) must be executed.

# WC Shekinah APPROVED Est. 6552 Fence Repair (\$1,010.00) 2025-02-07

Final Audit Report 2025-02-07

Created: 2025-02-07

By: Gloria Perez (gperez@sdsinc.org)

Status: Signed

Transaction ID: CBJCHBCAABAAjmz45gipVNw2J36FrX5cXj0gH9zZfGEA

# "WC Shekinah APPROVED Est. 6552 Fence Repair (\$1,010.00) 2025-02-07" History

- Document created by Gloria Perez (gperez@sdsinc.org) 2025-02-07 5:20:06 PM GMT
- Document emailed to shekinahfence@gmail.com for signature 2025-02-07 5:21:10 PM GMT
- Email viewed by shekinahfence@gmail.com 2025-02-07 5:36:29 PM GMT
- Signer shekinahfence@gmail.com entered name at signing as Shekinah fence service llc 2025-02-07 9:19:27 PM GMT
- Document e-signed by Shekinah fence service llc (shekinahfence@gmail.com)
  Signature Date: 2025-02-07 9:19:29 PM GMT Time Source: server
- Agreement completed. 2025-02-07 - 9:19:29 PM GMT



# Walnut Creek CDD Gate Performance

FEBRUARY 1<sup>ST</sup> 2024 – FEBRUARY 28<sup>TH</sup> 2025

18,447 Total Entries Recorded.

6,405 Total Residents Recorded.

4,218 QR Invites Scanned.

### This averages out to...



- 658 entries per day
- 27 entries per hour



# Walnut Creek CDD CENSUS (AS OF 3/4/2025)

**T11** Units have logged into the application. (UP BY 7)

186 Units have not logged into the application.

3,231 Total Residents in the system. (DOWN BY 6)

3,127 Total Residents Vehicles in the system. (DOWN 51)

**1 5,827** Total Permanent Visitors in the system. (UP BY 57)



### **Rover Performance**

### **MOVEMENT MAP (FEBRUARY 1<sup>ST</sup> – FEBRUARY 28<sup>TH</sup>)**



We appreciate everyone's continued feedback & support.



Report Type	General / Access Gate Arm Barrier Damage
Reported By	Dispatcher Angel Aguilar [Supervisor]
Site Name	Walnut Creek CDD
Site Address	7500 NW 20th st, Pembroke Pines, Florida, 33024
Date / Time	Wed 02/19/2025 05:57 PM
Report Ref #	02120000269336

#### **Report Description:**

Please be informed that the Virtual Guard reported that the right entrance gate at Sheridan St. was hit by a resident. She tried to use the horn but no answer. The two persons tried to fix the gate. The Virtual Guard called police and they will dispatch someone to investigate. Police officer provided IR: 25-12813

Resident Information:

Reynaldo Castro

7645 NW 23RD ST

Vehicle Information:

Black

PLB4M

Chevrolet

Please see the link below for the video footage.

 $\label{lem:https://www.dropbox.com/scl/fi/ekg6jk9a5ojvn62gkw1op/Sheridan-Street-021925-1757-Resident-Hit-the-Arm-Barrier.mp4? \\ rlkey=q2hrhn4vs01feyxfsplbyvzjv&st=rc9gc36h&dl=0$ 

#### Pictures attached (2):





Reported by:

Dispatcher Angel Aguilar / Regions Security Services, INC.

Wed 02/19/2025 08:08 PM