



**WALNUT CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
REGULAR BOARD MEETING
APRIL 19, 2022
6:00 P.M.**

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

www.walnutcreekcdd.org
786.347.2711 ext. 2011 Telephone
877.SDS.4922 Toll Free
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AGENDA
WALNUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Walnut Creek Clubhouse
7500 NW 20th Street
Pembroke Pines, Florida 33024
REGULAR BOARD MEETING
April 19, 2022
6:00 p.m.

A. Call to Order	
B. Proof of Publication	Page 1
C. Establish Quorum	
D. Additions or Deletions to Agenda	
E. Comments from the Public for Items Not on the Agenda	
F. Approval of Minutes	
1. March 15, 2022 Regular Board Meeting Minutes	Page 2
G. Administrative Matter	
1. Financial Update	Page 9
2. Reminder of Statement of Financial Interests Disclosure 2021 Form 1, Filing Deadline: July 1, 2022	
3. Announce General Election and Candidate Qualifying Period – Noon, Monday, June 13, 2022 through Noon, Friday, June 17, 2022	
H. New/Additional Business	
1. Consider Ratification and Approval of Shekinah Fence Change Order No. 2	Page 19
2. Consider Ratification and Approval of Turf Management Lake Slope Soil Maintenance Proposal	Page 38
3. Consider Approval of Crystal Pools East Waterfall Filter Pump Motor Replacement Proposal	Page 39
4. Consider Approval for Pavilion No Entry Signage	Page 40
5. Update Regarding the Taft Street Guardhouse Improvements Project (<i>see I.2; I.3 and I.4 related to this line item</i>)	
6. Update Regarding the Waterfall(s) Electrical Maintenance Improvements Project	
7. Discussion Regarding the S-8_ S-10 Canal Erosion;	
a. Update on the City of Pembroke Pines, Fence Installation Encroachment Agreement	
b. Timeline and Back-up Information	Page 43
c. Consider Approval of CAS Updated Services Proposal for the S-8 Canal Repairs	Page 55
d. Consider Approval of Landshore Enterprises Updated Services Proposal for the S-8 Canal Repairs	Page 57
8. Discussion Regarding SFWMD Walnut Creek Parcels B and G, Permit No. 06-02659-P	Page 70
I. Security Systems/Services	
1. FPI Security Reports/Updates	Page 79
2. Discussion Regarding Security Online Solutions “SOS”	Page 81
3. Consider Approval of ABDI Services Proposal to Remove and Reinstall the Computer System During Guardhouse Improvements Project	Page 95
4. Consider Approval of Proposal for Rolling Computer Stand	Page 96
J. Old Business	
K. Additional Staff Updates/Requests	
1. Attorney	

2. District Manager

L. Additional Board Member/Public Comments

M. Adjourn

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BROWARD DAILY BUSINESS REVIEW

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

STATE OF FLORIDA COUNTY
OF BROWARD:

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

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

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

11/05/2021

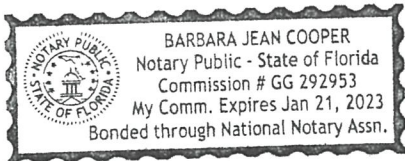
Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and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

Scherrie A. Thomas

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

Barbara Jean Cooper

(SEAL)
SCHERRIE A. THOMAS personally known to me



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

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Walnut Creek Community Development District will hold Regular Meetings at 6:00 p.m. at the Walnut Creek Community Clubhouse, 7500 NW 20th Street, Pembroke Pines, Florida 33024 on the following dates:
November 16, 2021
January 18, 2022
March 15, 2022
April 19, 2022
May 17, 2022
August 16, 2022
The purpose of the meetings is to

conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, five (5) days prior to the date of the particular meeting.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

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

Meetings may be cancelled from time to time without advertised notice.
WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
www.walnutcreekcodd.org
11/5 21-26/0000560567B

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 15, 2022**

A. CALL TO ORDER

District Manager, Gloria Perez, called the March 15, 2022, Regular Board Meeting of the Walnut Creek Community Development District (the “District”) to order at 6:03 p.m. in the Walnut Creek Clubhouse located at 7500 NW 20th Street, Pembroke Pines, Florida 33024.

B. PROOF OF PUBLICATION

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

C. ESTABLISH A QUORUM

Mrs. Perez determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairperson Betty Ross, Vice Chairman Alex Perez and Supervisors Zalman Kagan, Elina Levenson and Igor Fateyev.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Stephen C. Smith.

Several members of the public were present, including representatives from Security Online Solutions and FPI.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mrs. Perez announced that the following line items would be TABLED until the next scheduled meeting:

- G.2. Discussion Regarding Bond Payment Options and Available Funds
- H.5. Consider Approval for Pavilion No Entry Signage
- H.11. Discussion Regarding the S-8 & S-10 Canal Erosion and related items under a, b, c and d

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

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

F. APPROVAL OF MINUTES

1. January 18, 2022, Regular Board Meeting

The January 18, 2022, Regular Board Meeting minutes were presented for consideration.

A MOTION was made by Supervisor Kagan, seconded by Supervisor Levenson and unanimously passed approving the minutes of the January 18, 2022, Regular Board Meeting, as presented.
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G. ADMINISTRATIVE MATTERS

1. Financial Update

As is procedurally done, Financial Reports were presented in the meeting book and reviewed: Monthly Financial Report-Operating Fund (actual revenues and expenditures with fund balances and availability); Check Registers; Balance Sheet; Debt Service Profit and Loss YTD Comparisons/Report(s); Tax/Assessment Collections; Expenditure Recap. Available Funds as of February 28, 2022, reflect \$1,965,339.15.

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

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

2. Discussion Regarding Bond Payment Options and Available Funds

This item was to be tabled till the next meeting.

Later during the meeting Mr. Perez asked to return to this line item. A discussion ensued and clarification was provided as to the District’s ability to pay down the Bond. No actions were taken at this time.

3. Statement of Financial Interests – 2021 Form 1

Mrs. Perez advised that Board Members should be receiving in the mail their individual 2021 Form 1 (the “Form”) and to complete the Form and email, mail and/or hand deliver to the Supervisor of Elections’ office on or prior to the July 1, 2022, deadline.

4. Announce General Election and Candidate Qualifying Period

Mrs. Perez advised that the official qualifying period for the office of Supervisor of a special district runs from noon, Monday, June 13, 2022, through noon, Friday, June 17, 2022. In line with F.S. 99.061(8), the pre-qualifying period starts on May 30, 2022.

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

GENERAL ELECTION

Ordinance No. 1339; Adopted 06/ 07/2000

V-CHR	Seat 1 Alex Perez	Expires 2022
CHR	Seat 2 Betty Ross	Expires 2022
AS	Seat 3 Igor Fateyev	Expires 2022
AS	Seat 4 Zalman Kagan	Expires 2024
AS	Seat 5 Elina Levenson	Expires 2024

H. NEW/ADDITIONAL BUSINESS

1. Consider Allstate Resource Management Fish Stocking Proposal

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Kagan and passed unanimously approving the Allstate Resource Management fish stocking proposal, as presented.

2. Consider Storm Drainage Cleaning Proposals

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Levenson approving the proposal from Express Drain in the amount of \$11,210 for storm drain cleaning, as specified; and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

3. Consider Crystal Pools Rate Increase Request for Waterfall Maintenance

Mrs. Perez presented the request for an increase in the amount of \$500 per month from Crystal Pools, which comes to an annual increase of \$6,000.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously approving the Crystal Pools' increase in the amount of \$500 per month for waterfall maintenance; and simultaneously authorizing District Counsel to prepare an amendment and for District management to execute same on behalf of the District.

4. Consider HOA Cost Sharing Request for Broward County Requested Sheridan Landscape Clearing Project

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Perez and passed unanimously approving the HOA cost sharing request for Broward County requested Sheridan landscape clearing project in the amount of \$1,325, as presented.

5. Consider Pavilion "No Entry" Signage

This item was tabled until the next meeting.

6. Discussion Regarding Taft Street Guardhouse Project Timeline and Finish Selections

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Ross and passed unanimously authorizing District management to make the final selections regarding the finishes for the Taft Street guardhouse project.

7. Consider Ratification of Archidesign 50% Deposit, Shop Drawings and Permit Fee

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Ross and passed unanimously ratifying the Change Order for 50% deposit to Archidesign for the shop drawings and permit fee.

8. Consider Ratification of Tirone Electric Change Order for Required Additional Work at the Taft Street Waterfall Electrical Maintenance Improvements' Project

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Perez ratifying the Tirone Electric Change Order for the additional work at the Taft Street waterfall electrical maintenance improvements project.

9. Consider SEC Change Order for Continued Service Rates to the Waterfall Project

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Ross and passed unanimously approving the SEC Change Order for continued service rates to the waterfall project, as presented.

10. Consider CAS Proposal for District Required Stormwater 20-Year Analysis

The District Engineer provided an overview of the 20-year analysis required by the State of Florida.

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Fateyev and passed unanimously approving the CAS proposal for the District require stormwater 20pyear analysis, as presented.

11. Discussion Regarding S-8 & S-10 Canal Erosion

This item was tabled to the next meeting.

a. Update on City of Pembroke Pines, Fence Installation Encroachment Agreement

This item was tabled to the next meeting.

b. Timeline and Back-Up Information

This item was tabled to the next meeting.

c. Consider CAS Updated Services Proposal for S-8 Canal Repairs

This item was tabled to the next meeting.

d. Consider Landshore Enterprises' Updated Services Proposal for S-8 Canal Repairs

This item was tabled to the next meeting.

12. Consider Resolution No. 2022-01 – Adopting a Budget for Fiscal Year 2022/2023; and Providing an Effective Date

Mrs. Perez presented Resolution No. 2022-01, entitled:

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

As in previous years, the maximum debt assessment amount is being assessed for the 2010 Bond. The Administrative Budget is higher than last year. This is primarily due to the increase in the Engineering Budget.

For maintenance, there are several large items including:

Security increasing 28% (from \$317,000 to \$405,760)
S-8 Canal Reconstruction: \$80,000
Structural Maintenance: \$20,000
Operating Reserve/Contingency: \$26,060

The total estimated available funds for 9-30-22, should no unforeseen expenses, are anticipated to be approximately \$1,283,557. This amount consists of \$365,000 in operating funds and \$873,557 in improvement/emergency funds.

There are also Reserve Funds. Current Reserves:

Headwall - \$40,000
Lake Slope - \$10,000
Pipe Replacement - \$41,500
S-8 Canal - \$180,000

Improvement Funds may be needed for the S-8 Canal Erosion project. This amount assumes that expenses will not exceed the budget for Fiscal Year 2021/2022. No carryover has been applied to this budget (\$0 was set-up last year). Because the overall assessment for 2022/2023 is less than the overall assessment for 2021/2022, letters to the residents would not be required.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Kagan and unanimously passed adopting Resolution No. 2022-01, as presented, approving a Proposed Budget for FY 2022/2023 and Setting the Public Hearing for finalization for May 17, 2022, at 6:00p.m., at the Walnut Creek Clubhouse located at 7500 NW 20th Street, Pembroke Pines, Florida 33024; and further authorizing the required advertisement.

I. SECURITY SYSTEMS/SERVICES
1. FPI Security Report/Update

The FPI Security Report was presented in the meeting book and reviewed by the Board Members.

2. Consider FPI Rate Increase Request

FPI owner Alex Perez advised, due to staffing issues, he would have to increase the contract by 28% within the next 30 days or he would agree to stay on board until the District could transition to another contractor. He proceeded to explain the impact the economy has had on the security industry and data was presented in the meeting book. A lengthy discussion ensued.

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Ross, increasing the FPI security contract by 28% for staff and increasing the car payment by \$150, effective within the next 30 days; simultaneously authorizing District Counsel to prepare an amendment to the current contract and for District management to execute same on behalf of the District. Upon being put to a vote, the **MOTION** carried 3 to 2 with Supervisors Levenson and Kagan dissenting.

3. Consider Change Order for Cost Increase to Video Camera Installation Project

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

4. Review Taft Street Residence Gate Arm Incident Information and Consider Damage Reimbursement for Kane Lopez Incident of January 19, 2022

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Ross and passed unanimously authorizing the repair estimate in the amount of \$1,353.25 for damages that occurred at the Taft Street residence gate arm, which damaged Kane Lopez's vehicle on January 19, 2022; and further authorizing District Counsel to prepare a waiver to be finalized prior to the release of funds.

5. Review Taft Street Residence Gate Arm Incident Information and Consider Damage Reimbursement for Xavier Soto Incident of January 31, 2022

A **MOTION** was made by Supervisor Perez, seconded by Supervisor Ross and passed unanimously authorizing the repair estimate in the amount of \$1,816.47 for damages that occurred at the Taft Street residence gate arm, which damaged Xavier Soto's vehicle on January 31, 2022; and further authorizing District Counsel to prepare a waiver to be finalized prior to the release of funds.

6. Presentation from Security Online Solutions "SOS"

Luis Gonzalez gave a detailed presentation of the Security Online Solutions "SOS" application/program followed by a Q&A session.

Mrs. Perez was asked to approach the HOA to request information on the barcode enforcement process.

After a lengthy discussion, the Board decided to TABLE this item to the next meeting.

J. OLD BUSINESS

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

K. ADDITIONAL STAFF UPDATES/REQUESTS

1. Attorney

There were no additional updates from the attorney.

2. District Manager

There were no additional updates from the District Manager.

L. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

There were no additional Board Member comments. A member of the public made a comment regarding security technology.

M. ADJOURNMENT

There being no further business to come before the Board a **MOTION** was made by Supervisor Ross, seconded by Supervisor Levenson and passed unanimously to adjourn the meeting at 8:22 p.m.

ATTESTED BY:

Secretary /Assistant Secretary

Chairman/Vice-Chair

Walnut Creek
Community Development District

**Financial Report For
March 2022**

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

	Annual Budget 10/1/21 - 9/30/22	Actual Mar-22	Year To Date Actual 10/1/21 - 3/31/22
REVENUES			
ADMINISTRATIVE ASSESSMENTS	162,648	1,759	155,938
MAINTENANCE ASSESSMENTS	1,116,372	11,873	1,069,205
DEBT ASSESSMENTS (2010)	130,015	1,383	124,559
OTHER REVENUE	0	800	2,829
INTEREST INCOME	1,500	0	80
TOTAL REVENUES	\$ 1,410,535	\$ 15,815	\$ 1,352,611
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	6,000	1,400	3,000
PAYROLL TAXES (EMPLOYER)	480	107	230
ENGINEERING	35,000	0	2,738
LEGAL FEES	19,000	0	5,400
AUDIT FEES	3,800	0	0
MANAGEMENT	46,284	3,857	23,142
POSTAGE	1,250	36	381
OFFICE SUPPLIES/PRINTING	5,750	12	565
INSURANCE	14,000	0	15,252
LEGAL ADVERTISING	1,300	0	223
MISCELLANEOUS	9,000	308	3,678
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	0	0
TRUSTEE FEES	2,500	0	1,420
CONTINUING DISCLOSURE FEE	350	0	0
WEBSITE MANAGEMENT	2,000	166	1,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 154,389	\$ 5,886	\$ 57,204
MAINTENANCE EXPENDITURES			
FIELD MANAGEMENT	5,000	0	2,500
OPERATIONS MANAGEMENT	12,000	1,000	6,000
SECURITY SERVICES	317,000	23,234	138,369
SECURITY SERVICES - ABDI	12,000	810	4,860
SECURITY CAMERAS & MAINTENANCE	5,000	0	0
TELEPHONE	10,500	877	5,762
ELECTRIC	80,000	6,721	39,380
WATER & SEWAGE	17,000	677	5,896
GUARD HOUSE - VISITOR PASSES	6,700	0	576
GATE SYSTEM MAINTENANCE	26,000	660	15,988
GUARD HOUSE INT/EXT MAINTENANCE	12,500	9,227	15,864
LAKE & PRESERVE MAINTENANCE	41,000	2,838	18,085
SIGNAGE	2,000	0	0
STREETLIGHT MAINTENANCE	5,000	0	0
WATERFALL MAINTENANCE	60,000	5,753	39,974
HOLIDAY LIGHTING	6,600	0	3,291
LAKE RESTORATION & MAINTENANCE	5,000	3,550	7,790

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

	Annual Budget 10/1/21 - 9/30/22	Actual Mar-22	Year To Date Actual 10/1/21 - 3/31/22
IGUANA REMOVAL SERVICES	27,000	2,242	13,450
MISCELLANEOUS MAINTENANCE	5,000	52	2,899
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	74,800	0	14,000
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES	14,000	0	0
HEADWALL STABILIZATION PROJECT	10,000	0	0
LAKE SLOPE SOIL MAINTENANCE	10,000	0	0
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	285,290	0	0
TAFT STREET STRUCTURE MAINTENANCE	0	8,400	8,400
TOTAL MAINTENANCE EXPENDITURES	\$ 1,049,390	\$ 66,041	\$ 343,084
TOTAL EXPENDITURES	\$ 1,203,779	\$ 71,927	\$ 400,288
EXCESS OR (SHORTFALL)	\$ 206,756	\$ (56,112)	\$ 952,323
PAYMENT TO TRUSTEE (2010)	(122,214)	(1,343)	(117,294)
BALANCE	\$ 84,542	\$ (57,455)	\$ 835,029
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,181)	(297)	(25,938)
DISCOUNTS FOR EARLY PAYMENTS	(56,361)	(142)	(52,778)
EXCESS/ (SHORTFALL)	\$ -	\$ (57,894)	\$ 756,313
FUNDS FROM IMPROVEMENT ACCOUNT (FOR S-8 CANAL PROJECT)	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (57,894)	\$ 756,313

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

Bank Balance As Of 3/31/22	\$ 1,345,282.85
Accounts Payable As Of 3/31/22	\$ 64,020.04
Accounts Receivable As Of 3/31/22	\$ 1,200.00
Reserve For Headwall Stabilization As Of 3/31/22	\$ 40,000.00
Reserve For Lake Slope Soil Maintenance As Of 3/31/22	\$ 10,000.00
Reserve For Stormwater Maint/Pipe Replacement As Of 3/31/22	\$ 41,500.00
Reserve For S-8 Canal Reconstruction As Of 3/31/22	\$ 180,000.00
Operating Account Available Funds As Of 3/31/22	\$ 1,010,962.81
Improvements/Emergency Funds As Of 3/31/22	\$ 873,564.53
Total Available Funds As Of 3/31/22	\$ 1,884,527.34

Walnut Creek Community Development District
Budget vs. Actual
March 2022

	<u>Oct 21 - March 22</u>	<u>21/22 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
01-3100 · Administrative Assessment	155,937.65	162,648.00	-6,710.35	95.87%
01-3200 · Maintenance Assessment	1,069,205.35	1,116,372.00	-47,166.65	95.78%
01-3811 · Debt Assessments (Series 2010)	124,558.55	130,015.00	-5,456.45	95.8%
01-3821 · Debt Assess-Paid To Trustee-10	-117,293.80	-122,214.00	4,920.20	95.97%
01-3830 · Assessment Fees	-25,938.21	-28,181.00	2,242.79	92.04%
01-3831 · Assessment Discounts	-52,778.22	-56,361.00	3,582.78	93.64%
01-9400 · Miscellaneous Revenue	2,829.00	0.00	2,829.00	100.0%
01-9410 · Interest Income	79.73	1,500.00	-1,420.27	5.32%
Total Income	<u>1,156,600.05</u>	<u>1,203,779.00</u>	<u>-47,178.95</u>	<u>96.08%</u>
Expense				
01-1307 · Payroll tax expense	229.50	480.00	-250.50	47.81%
01-1308 · Supervisor Fees	3,000.00	6,000.00	-3,000.00	50.0%
01-1310 · Engineering	2,738.00	35,000.00	-32,262.00	7.82%
01-1311 · Management Fees	23,142.00	46,284.00	-23,142.00	50.0%
01-1315 · Legal Fees	5,400.00	19,000.00	-13,600.00	28.42%
01-1318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
01-1320 · Audit Fees	0.00	3,800.00	-3,800.00	0.0%
01-1450 · Insurance	15,252.00	14,000.00	1,252.00	108.94%
01-1480 · Legal Advertisements	223.31	1,300.00	-1,076.69	17.18%
01-1512 · Miscellaneous	3,678.27	9,000.00	-5,321.73	40.87%
01-1513 · Postage and Delivery	381.05	1,250.00	-868.95	30.48%
01-1514 · Office Supplies	564.65	5,750.00	-5,185.35	9.82%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	1,420.00	2,500.00	-1,080.00	56.8%
01-1551 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
01-1570 · Website Management	999.96	2,000.00	-1,000.04	50.0%
01-1601 · Security Services	138,369.47	317,000.00	-178,630.53	43.65%
01-1604 · Guardhouse Int/Ext Maintenance	15,864.26	12,500.00	3,364.26	126.91%
01-1605 · Gate System Maintenance	15,987.82	26,000.00	-10,012.18	61.49%
01-1606 · Guard house-Visitor Passes	576.00	6,700.00	-6,124.00	8.6%
01-1608 · Security Services - ABDI	4,860.00	12,000.00	-7,140.00	40.5%
01-1609 · Security Cameras & Maintenance	0.00	5,000.00	-5,000.00	0.0%
01-1803 · Lake & Preserve Maintenance	18,085.00	41,000.00	-22,915.00	44.11%
01-1805 · Stormwater Mgt/Pipe Replacement	14,000.00	74,800.00	-60,800.00	18.72%
01-1812 · Signs	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	39,379.88	80,000.00	-40,620.12	49.23%
01-1815 · Miscellaneous Maintenance	2,898.68	5,000.00	-2,101.32	57.97%
01-1816 · Telephone	5,761.62	10,500.00	-4,738.38	54.87%
01-1817 · Water & sewer	5,895.59	17,000.00	-11,104.41	34.68%
01-1818 · Field Management	2,500.00	5,000.00	-2,500.00	50.0%
01-1821 · Waterfall Maintenance	39,973.78	60,000.00	-20,026.22	66.62%
01-1824 · Streetlight Maintenance	0.00	5,000.00	-5,000.00	0.0%
01-1826 · Holiday Lighting	3,291.02	6,600.00	-3,308.98	49.86%
01-1832 · Lake Restoration & Maintenance	7,790.00	5,000.00	2,790.00	155.8%
01-1835 · Pressure Clean & Paint Ext Strc	0.00	14,000.00	-14,000.00	0.0%
01-1839 · Iguana Removal Services	13,450.02	27,000.00	-13,549.98	49.82%
01-1840 · Headwall Stabilization Project	0.00	10,000.00	-10,000.00	0.0%
01-1841 · Lake Slope Soil Maintenance	0.00	10,000.00	-10,000.00	0.0%
01-1842 · S-8 Canal Reconstructn-Eng Dsgn	0.00	285,290.00	-285,290.00	0.0%
01-1843 · Taft Street Structure Maintenance	8,400.00	0.00	8,400.00	100.0%
01-2311 · Operations Management	6,000.00	12,000.00	-6,000.00	50.0%
Total Expense	<u>400,286.88</u>	<u>1,203,779.00</u>	<u>-803,492.12</u>	<u>33.25%</u>
Net Income	<u>756,313.17</u>	<u>0.00</u>	<u>756,313.17</u>	<u>100.0%</u>

Walnut Creek Community Development District
Check Register
March 2022

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Amount</u>
10908	03/01/2022	1st Solution Pest Control	85.00
10909	03/01/2022	Allstate Resource Management, Inc.	2,838.00
10910	03/01/2022	ALM Media, LLC	102.82
10911	03/01/2022	Applications by Design, Inc.	810.00
10912	03/01/2022	AT&I Systems	660.00
10913	03/01/2022	Broward County Property Appraiser	1,790.00
10914	03/01/2022	Comcast (Voice 8931)	152.70
10915	03/01/2022	Craig A Smith & Associates LLC	1,018.00
10916	03/01/2022	Crystal Pool Service Inc	4,150.00
10917	03/01/2022	Crystal Springs	10.99
10918	03/01/2022	FPI Security Services	11,327.05
10919	03/01/2022	FPL	6,640.86
10920	03/01/2022	Gencon Partners, Inc	230.00
10921	03/01/2022	Hancock Bank (Tax Receipts)	2,785.45
10922	03/01/2022	Reef Tropical Pools	3,383.78
10923	03/01/2022	Richie Rich Services LLC	250.00
10924	03/01/2022	Special District Services, Inc.	5,542.77
10925	03/10/2022	1st Solution Pest Control	140.00
10926	03/10/2022	Archidesign Inc	8,400.00
10927	03/10/2022	AT&I Systems	157.32
10928	03/10/2022	Billing, Cochran, Lyles, Mauro, & Ramsey	1,550.00
10929	03/10/2022	Blue Iguana Pest Control Inc	4,483.34
10930	03/10/2022	City of Pembroke Pines	1,117.58
10931	03/10/2022	Comcast (8939)	361.24
10932	03/10/2022	Comcast (9044)	361.24
10933	03/10/2022	FPI Security Services	10,234.59
10934	03/10/2022	Turf Management	3,820.00
PR 03/15/22	03/17/2022	Payroll Processing	53.25
PR 03/15/22	03/17/2022	Payroll Taxes	214.20
PR 03/15/22	03/17/2022	Supervisor Fees	1,292.90
TOTAL			<u>73,963.08</u>

Walnut Creek Community Development District
Expenditures
March 2022

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Debit</u>
Expenditures					
01-1307 · Payroll tax expense					
	03/17/2022	PR 03/15/22		mtg 03/15/22/22 PR 03/21/22 (Ross, Levenson, A Perez, Kagan, Fateyev)	107.10
Total 01-1307 · Payroll tax expense					<u>107.10</u>
01-1308 · Supervisor Fees					
	03/17/2022	PR 03/15/22		mtg 03/15/22/22 PR 03/21/22 (Ross, Levenson, A Perez, Kagan, Fateyev)	1,400.00
Total 01-1308 · Supervisor Fees					<u>1,400.00</u>
01-1311 · Management Fees					
	03/31/2022	2022-0319	Special District Services, Inc.	management fee Mar 2022	3,857.00
Total 01-1311 · Management Fees					<u>3,857.00</u>
01-1512 · Miscellaneous					
	03/17/2022	PR 03/15/22		mtg 03/15/22/22 PR 03/21/22 (Ross, Levenson, A Perez, Kagan, Fateyev)	53.25
	03/31/2022	2022-0319	Special District Services, Inc.	Document Storage Feb 2022	45.74
	03/31/2022	2022-0319	Special District Services, Inc.	travel Feb 2022	209.05
Total 01-1512 · Miscellaneous					<u>308.04</u>
01-1513 · Postage and Delivery					
	03/31/2022	2022-0319	Special District Services, Inc.	Postage Feb 2022	10.60
	03/31/2022	2022-0319	Special District Services, Inc.	FedEx Feb 2022	24.95
Total 01-1513 · Postage and Delivery					<u>35.55</u>
01-1514 · Office Supplies					
	03/31/2022	2022-0319	Special District Services, Inc.	Copier Feb 2022	12.45
Total 01-1514 · Office Supplies					<u>12.45</u>
01-1570 · Website Management					
	03/31/2022	2022-0319	Special District Services, Inc.	website fee Mar 2022	166.66
Total 01-1570 · Website Management					<u>166.66</u>
01-1601 · Security Services					
	03/10/2022	58628	FPI Security Services	police officer 1/19/22-2/22/22	1,600.00
	03/10/2022	58598	FPI Security Services	security 2/21/22 - 3/6/22	10,113.03
	03/10/2022	58598	FPI Security Services	marked patrol car March 2022	1,500.00
	03/20/2022	58699	FPI Security Services	security 3/7/22 - 3/20/22	10,020.68
Total 01-1601 · Security Services					<u>23,233.71</u>
01-1604 · Guardhouse Int/Ext Maintenance					
	03/25/2022	1274	Arking Solutions Inc	50% deposit - Guardhouse Interior Improvements	9,226.90
Total 01-1604 · Guardhouse Int/Ext Maintenance					<u>9,226.90</u>
01-1605 · Gate System Maintenance					
	03/01/2022	35000	AT&I Systems	monthly all inclusive service gate maintenance contract March 2022	660.00
Total 01-1605 · Gate System Maintenance					<u>660.00</u>
01-1608 · Security Services - ABDI					
	03/01/2022	64850	Applications by Design, Inc.	monitored virus and malware protection software - March 2022	810.00
Total 01-1608 · Security Services - ABDI					<u>810.00</u>
01-1803 · Lake & Preserve Maintenance					
	03/01/2022	183010	Allstate Resource Management, Inc.	mittigation area maintenance/lake management March 2022	2,838.00
Total 01-1803 · Lake & Preserve Maintenance					<u>2,838.00</u>
01-1814 · Electricity					
	03/18/2022	04574-72025	FPL	acct# 04574-72025 (2/17/22-3/18/22)	455.32

Walnut Creek Community Development District
Expenditures
March 2022

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Debit</u>
	03/18/2022	54061-43023	FPL	acct# 54061-43023 (2/17/22-3/18/22)	108.31
	03/18/2022	63522-34022	FPL	acct# 63522-34022 (2/17/22-3/18/22)	158.83
	03/18/2022	63714-09001	FPL	acct# 63714-09001 (2/17/22-3/18/22)	28.94
	03/18/2022	91603-83023	FPL	acct# 91603-83023 (2/17/22-3/18/22)	1,083.64
	03/18/2022	36358-71365	FPL	acct# 36358-71365 (2/17/22-3/18/22)	4,886.14
Total 01-1814 · Electricity					<u>6,721.18</u>
01-1815 · Miscellaneous Maintenance					
	03/31/2022	2022-0319	Special District Services, Inc.	chargeback for glue, AC filters, caution tape, marking paint	52.04
Total 01-1815 · Miscellaneous Maintenance					<u>52.04</u>
01-1816 · Telephone					
	03/15/2022	142423692	Comcast (Voice 8931)	Inv# 142423692 account# 904688931	152.42
	03/24/2022		Comcast (9044)	acct# 8495751000519044 service for 2400 NW 76th Ave (service 4/4/22-5/3/22)	362.24
	03/24/2022		Comcast (8939)	Acct# 8495751000518939 Service for 1800 NW 76th Ave (04/4/22-05/3/22)	362.24
Total 01-1816 · Telephone					<u>876.90</u>
01-1817 · Water & sewer					
	03/16/2022	21393886 031622	Crystal Springs	water cooler service for the guardhouse	119.72
	03/16/2022	536646-248298	City of Pembroke Pines	acct# 536646-248298 (1800 NW 76 Ave W)	280.57
	03/16/2022	536647-248299	City of Pembroke Pines	acct# 536647-248299 (1800 NW 76 Ave E)	233.24
	03/16/2022	536645-248297	City of Pembroke Pines	acct# 536645-248297 (1800 NW 76 Ave)	43.91
Total 01-1817 · Water & sewer					<u>677.44</u>
01-1821 · Waterfall Maintenance					
	03/01/2022	2215180300	Crystal Pool Service Inc	March 2022 service	4,150.00
	03/19/2022	2215190400	Crystal Pool Service Inc	March repairs	1,603.00
Total 01-1821 · Waterfall Maintenance					<u>5,753.00</u>
01-1832 · Lake Restoration & Maintenance					
	03/24/2022	83712	Turf Management	fill eroded areas around lake banks	3,550.00
Total 01-1832 · Lake Restoration & Maintenance					<u>3,550.00</u>
01-1839 · Iguana Removal Services					
	03/31/2022	2868	Blue Iguana Pest Control Inc	monitoring to trap and employ - Taft Entrance - Waterfalls March 2022	241.67
	03/31/2022	2867	Blue Iguana Pest Control Inc	monitoring to trap and employ - Lakes and canals - March 2022	2,000.00
Total 01-1839 · Iguana Removal Services					<u>2,241.67</u>
01-1843 · Taft Street Structure Maint					
	03/02/2022	0773-1	Archidesign Inc	addition fence located on top of the concrete wall	8,400.00
Total 01-1843 · Taft Street Structure Maint					<u>8,400.00</u>
01-2311 · Operations Management					
	03/31/2022	2022-0319	Special District Services, Inc.	Field Operations Mgmt Mar 2022	1,000.00
Total 01-2311 · Operations Management					<u>1,000.00</u>
Total Expenditures					<u>71,927.64</u>

Walnut Creek CDD
Balance Sheet
As of March 31, 2022

	<u>Operating Fund</u>	<u>Debt Service (2010) Fund</u>	<u>General Fixed Assets</u>	<u>Long Term Debt</u>	<u>TOTAL</u>
ASSETS					
Current Assets					
Checking/Savings					
Operating Fund	1,345,282.85	0.00	0.00	0.00	1,345,282.85
Improvements/Emergency Funds	873,564.53	0.00	0.00	0.00	873,564.53
Total Checking/Savings	<u>2,218,847.38</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,218,847.38</u>
Total Current Assets	2,218,847.38	0.00	0.00	0.00	2,218,847.38
Other Assets					
Investments - Interest Account	0.00	0.07	0.00	0.00	0.07
Investments - Reserve Fund	0.00	123,741.01	0.00	0.00	123,741.01
Investments - Revenue Account	0.00	191,486.08	0.00	0.00	191,486.08
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	18.18	0.00	0.00	18.18
Investments - Principal	0.00	0.09	0.00	0.00	0.09
Petty Cash	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	1,200.00	0.00	0.00	0.00	1,200.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00
Land & Land Improvements	0.00	0.00	6,327,392.00	0.00	6,327,392.00
2010 Project Improvements	0.00	0.00	1,746,100.00	0.00	1,746,100.00
2014 Improvements	0.00	0.00	66,674.00	0.00	66,674.00
Infrastructure	0.00	0.00	3,123,376.00	0.00	3,123,376.00
Equipment	0.00	0.00	30,534.00	0.00	30,534.00
Depreciation - Infrastructure	0.00	0.00	-2,758,261.00	0.00	-2,758,261.00
Depreciation - Equipment	0.00	0.00	-30,534.00	0.00	-30,534.00
Amount Available In DSF (2010)	0.00	0.00	0.00	315,245.43	315,245.43
Amount To Be Provided	0.00	0.00	0.00	779,754.57	779,754.57
Total Other Assets	<u>1,200.00</u>	<u>315,245.43</u>	<u>8,505,281.00</u>	<u>1,095,000.00</u>	<u>9,916,726.43</u>
TOTAL ASSETS	<u>2,220,047.38</u>	<u>315,245.43</u>	<u>8,505,281.00</u>	<u>1,095,000.00</u>	<u>12,135,573.81</u>
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accrued Expense Sundry	0.00	0.00	0.00	0.00	0.00
Maintenance Projects Reserves	271,500.00	0.00	0.00	0.00	271,500.00
Accounts Payable	64,020.04	0.00	0.00	0.00	64,020.04
Total Current Liabilities	<u>335,520.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>335,520.04</u>
Long Term Liabilities					
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2010)	0.00	0.00	0.00	1,095,000.00	1,095,000.00
Total Long Term Liabilities	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,095,000.00</u>	<u>1,095,000.00</u>
Total Liabilities	335,520.04	0.00	0.00	1,095,000.00	1,430,520.04
Equity					
Retained Earnings	1,128,214.17	229,257.65	-2,788,795.00	0.00	-1,431,323.18
Net Income	756,313.17	85,987.78	0.00	0.00	842,300.95
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assets	0.00	0.00	11,294,076.00	0.00	11,294,076.00
Total Equity	<u>1,884,527.34</u>	<u>315,245.43</u>	<u>8,505,281.00</u>	<u>0.00</u>	<u>10,705,053.77</u>
TOTAL LIABILITIES & EQUITY	<u>2,220,047.38</u>	<u>315,245.43</u>	<u>8,505,281.00</u>	<u>1,095,000.00</u>	<u>12,135,573.81</u>

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

	Annual Budget 10/1/21 - 9/30/22	Actual Mar-22	Year To Date Actual 10/1/21 - 3/31/22
Revenues			
Interest Income	25	4	25
NAV Tax Collection	122,214	1,343	117,294
Bond Prepayments	0	0	0
Total Revenues	\$ 122,239	\$ 1,347	\$ 117,319
Expenditures			
Principal Payments	50,000	0	0
Additional Principal Payments	10,256	0	0
Interest Payments	61,983	0	31,331
Total Expenditures	\$ 122,239	\$ -	\$ 31,331
Excess/ (Shortfall)	\$ -	\$ 1,347	\$ 85,988

**WALNUT CREEK CDD
TAX COLLECTIONS
2021 - 2022**

#	ID#	Payment From	DATE	FOR	Tax Collect Receipts Gross	Interest Received	Commission Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maintenance Assessment Income (Before Discounts & Fees)	Series 2010 Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maintenance Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Paid to Trustee
									\$1,409,035	\$162,648	\$1,116,372	\$130,015	\$162,648	\$1,116,372	\$130,015	
									\$1,324,493	\$152,889	\$1,049,390	\$122,214	\$152,889	\$1,049,390	\$122,214	\$122,214
1	1	Broward Cty Tax Collector	11/23/21	NAV Taxes	\$ 142,818.42		\$ (2,740.01)	\$ (5,817.73)	\$ 134,260.68	\$ 16,481.22	\$ 113,155.05	\$ 13,182.15	\$ 15,493.58	\$ 106,374.80	\$ 12,392.30	\$ 12,392.30
2	D - 1	Broward Cty Tax Collector	11/09/21	NAV Taxes/Interest	\$ 45.53	\$ 29.37	\$ (1.49)		\$ 73.41	\$ 74.90			\$ 73.41			\$ -
3	2	Broward Cty Tax Collector	12/09/21	NAV Taxes/Interest	\$ 1,046,982.36	\$ 29.78	\$ (20,102.70)	\$ (41,877.48)	\$ 985,031.96	\$ 120,851.54	\$ 829,524.10	\$ 96,636.50	\$ 113,698.46	\$ 780,417.65	\$ 90,915.85	\$ 90,915.85
4	3	Broward Cty Tax Collector	12/17/21	NAV Taxes	\$ 91,321.05		\$ (1,754.93)	\$ (3,574.37)	\$ 85,991.75	\$ 10,538.40	\$ 72,353.70	\$ 8,428.95	\$ 9,923.35	\$ 68,131.30	\$ 7,937.10	\$ 7,937.10
5	4	Broward Cty Tax Collector	12/28/21	NAV Taxes	\$ 6,538.14		\$ (126.84)	\$ (196.15)	\$ 6,215.15	\$ 754.44	\$ 5,180.20	\$ 603.50	\$ 717.15	\$ 4,924.30	\$ 573.70	\$ 573.70
6	5	Broward Cty Tax Collector	01/14/22	NAV Taxes/Interest	\$ 15,344.55	\$ 29.11	\$ (298.31)	\$ (459.04)	\$ 14,616.31	\$ 1,799.86	\$ 12,157.50	\$ 1,416.30	\$ 1,710.36	\$ 11,559.30	\$ 1,346.65	\$ 1,346.65
7	Int -1	Broward Cty Tax Collector	01/25/22	Interest		\$ 12.90			\$ 12.90	\$ 12.90			\$ 12.90			\$ -
8	6	Broward Cty Tax Collector	02/15/22	NAV Taxes/Interest	\$ 31,505.44	\$ 29.50	\$ (616.45)	\$ (711.70)	\$ 30,206.79	\$ 3,665.24	\$ 24,961.75	\$ 2,907.95	\$ 3,511.39	\$ 23,909.95	\$ 2,785.45	\$ 2,785.45
9	7	Broward Cty Tax Collector	03/15/22	NAV Taxes/Interest	\$ 14,985.53	\$ 29.87	\$ (297.48)	\$ (141.75)	\$ 14,576.17	\$ 1,759.15	\$ 11,873.05	\$ 1,383.20	\$ 1,707.92	\$ 11,525.50	\$ 1,342.75	\$ 1,342.75
10									\$ -							\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							\$ -
16									\$ -							\$ -
17									\$ -							\$ -
					\$1,349,541.02	\$ 160.53	\$ (25,938.21)	\$ (52,778.22)	\$ 1,270,985.12	\$ 155,937.65	\$1,069,205.35	\$ 124,558.55	\$ 146,848.52	\$ 1,006,842.80	\$ 117,293.80	\$ 117,293.80

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

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

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

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

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

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

Note: \$1,409,035, \$162,648, \$1,116,372 and \$130,015 are 2021/2022 budgeted assessments before discounts and fees.

\$1,324,493, \$152,889, \$1,049,390 and \$122,214 are 2021/2022 budgeted assessments after discounts and fees.

\$ 1,349,541.02	
\$ 160.53	\$ 1,270,985.12
\$ (155,937.65)	\$ (146,848.52)
\$ (1,069,205.35)	\$ (1,006,842.80)
\$ -	\$ -
\$ (124,558.55)	\$ (117,293.80)
\$ 0.00	\$ (0.00)

SHEKINAH FENCE SERVICES LLC

LIC # 20BS00378
 Shekinahfence@gmail.com
 (954) 709-9761



Estimate

Estimate No: 5685
 Date: 03/25/2022

C.O. #2

For: WALNUT CREEK CDD
 gperez@sdsinc.org
 786-413-7150

3/29/2022
[Signature]

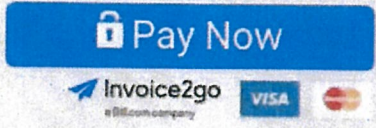
Description	Quantity	Rate	Amount
INSTALLATION OF 2 DOUBLES GATES IN CHAIN LINK TYPE # 11 SIZE 6 FT H X 8 FT W .	1	\$10,561.80	\$10,561.80
INSTALLATION OF 400 LN FT CHAIN LINK FENCE 6 FT TALL .			
INSTALLATION OF 400 LINEAR FT OF PRIVACY GREEN SCREEN FOR CHAIN LINK 6 FT AND GATES .	1	\$2,565.00	\$2,565.00

Subtotal \$13,126.80
 Includes TAX 0% \$0.00
 Total \$13,126.80 ✓

Total \$13,126.80

Payment Instructions

A 35% deposit of \$4,594.38 is required by 04/01/2022.



Deposit due 04/01/2022 \$4,594.38 ✓

Terms and Conditions

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS UNDERLINED ABOVE. QUOTE IS ONLY VALID FOR 30 DAYS

SFFF IS NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND PIPE'S, LINE'S AND CABLE'S.

Terms of agreement dated 5/13/2021
Supersede JHP 3/29/2022

Please be sure that COT's are provided prior to work commencement & payment release

Gloria Perez

From: bar.one@juno.com
Sent: Tuesday, March 29, 2022 9:51 AM
To: Gloria Perez
Subject: Re: WC Shekinah Fence Approval Request for CO No.2 and Authorization o f
Deposit (Est 5685 Dated 2022-03-25)

Gloria: I have reviewed all three (3) attachments and considering the dates of all I am giving my approval with the change being ratified at our next meeting.

Betty Ross

SHEKINAH FENCE SERVICES LLC

LIC # 20BS00378
Shekinahfence@gmail.com
(954) 709-9761



Estimate

Estimate No: 5685
Date: 04/02/2021

For: WALNUT CREEK CDD
gperez@sdsinc.org

Description	Quantity	Rate	Amount
INSTALLATION OF 400 LINEAR FT OF PRIVACY GREEN SCREEN FOR CHAIN LINK 6 FT AND GATES . S	1	\$1,985.00	\$1,985.00
		Subtotal	\$1,985.00
		Includes TAX 0%	\$0.00
		Total	\$1,985.00
		Total	\$1,985.00

Terms and Conditions

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS UNDERLINED ABOVE.

QUOTE IS ONLY VALID FOR 30 DAYS

SFFF IS NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND PIPE'S, LINE'S AND CABLE'S.

Approved as required and authorized by the Chairperson via email on 6/10/2021. As Change Order #1 to existing agreement.

Photo 1



Photo 2



Gloria Perez

From: bar.one@juno.com
Sent: Thursday, June 10, 2021 11:31 AM
To: Gloria Perez
Subject: Re: FW: Privacy screen for chain link

I reviewed the proposed estimate for the screen required by the City of Pembroke Pines and I approve the measure. Betty Ross

Choose to be safer online.

Opt-in to Cyber Safety with NortonLifeLock.
Get Norton 360 with LifeLock starting at \$9.95/month.*
NetZero.com/NortonLifeLock

Total Control Panel

[Login](#)

To: gperez@sdsinc.org [Remove](#) this sender from my allow list
From: bar.one@juno.com

You received this message because the sender is on your allow list.

**SMALL PROJECT AGREEMENT
(Fence Installation)**

THIS AGREEMENT is made and entered into this 7 day of May, 2021, (the "Effective Date") by and between:

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

and

SHEKINAH ORNAMENTAL SERVICES, LLC, a Florida limited liability company, d/b/a Shekinah Fence Services, whose principal address is 6925 W. 3rd Road, Hialeah, Florida 33014 (hereinafter "Contractor").

RECITALS

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

WHEREAS, the District desires to hire a contractor to install a six foot (6') high chain link fence with double gates on land located within the District, as more particularly detailed in Contractor's proposal attached hereto and incorporated herein as Exhibit A (the "Work" or "Project"); and

WHEREAS, the Board of Supervisors of the District at its meeting on April 20, 2021 authorized the proper District officials to enter into this Agreement with Contractor authorizing Contractor and its subcontractor to perform the Work in accordance with this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as assigned by the District Manager of the District.

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

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

SECTION 2. DUTIES.

A. Contractor shall deliver and install a six foot (6') high chain link fence on land within the District as set forth in Exhibit A. It is further understood that Contractor shall obtain any permit(s) that may be required by Broward County, the City of Pembroke Pines, or other governing entity or agency having jurisdiction thereof (if any).

B. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibit attached hereto and incorporated herein.

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

D. Contractor shall report to the District Manager or his designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Work in accordance herewith and with the conditions and prices as stated herein in Exhibit A.

F. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Work in a substantial and workmanlike manner.

G. Contractor shall perform all the work and labor pursuant to this Agreement.

H. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Work.

I. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

SECTION 3. COMPENSATION. Upon Contractor's completion of the Work described herein and in the attached Exhibit A, District agrees to compensate the Contractor in the total amount of **Eight Thousand and 00/100 Dollars (\$8,000.00)**.

Payment will be made upon completion of the Work set forth in Exhibit A and after the Work has passed final inspection by the District and permitting agencies, if any. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made. With each invoice Contractor shall submit conditional waivers

and releases of lien from itself and its sub-contractors identifying the portion of the invoice that correspond to each, if applicable. The District may, at its option, issue joint checks payable to Contractor and Sub-Contractor for the portion(s) of the invoice(s) that correspond to Sub-Contractor.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon the Effective Date above, and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities. The parties acknowledge that the Work shall be completed by the Contractor within sixty (60) days from the Effective Date.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required

of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION. The District shall also have the right to cancel this Agreement (1) for convenience at anytime and without any liability therefor prior Contractor's initiating work at the jobsite for this Work (2) for convenience at anytime upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 10. WARRANTY. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District.

SECTION 11. INSURANCE. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000; and

- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder on all policies of liability insurance.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

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

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, or by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: Walnut Creek Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

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

CONTRACTOR: Shekinah Ornamental Services, LLC,
d/b/a Shekinah Fence Services
6925 W. 3rd Road
Hialeah, Florida 33014
Attn: Manager

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 17. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibit A, then this main Agreement instrument shall control.

SECTION 21. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's proposal is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 22. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

SECTION 23. PUBLIC RECORDS.

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

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

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

time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
TELEPHONE: 1-877-737-4922
EMAIL: fware@sdsinc.org**

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

[SIGNATURE PAGE FOLLOWS]

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

Attest:



Secretary/Assistant Secretary

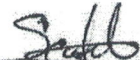
**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 


Chair/Vice-Chair

12 day of May, 2021


**SHEKINAH ORNAMENTAL
SERVICES, LLC, a Florida limited
liability company, d/b/a Shekinah
Fence Services**



Sheyla Castellon
Print Name

By: 

Print: Jairo Figueroa
Title: President



Nestor Osegueda
Print Name

7 day of May, 2021

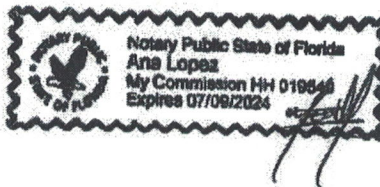


Exhibit A

Proposal

SHEKINAH FENCE SERVICES LLC

LIC # 20BS00378
 Shekinahfence@gmail.com
 (954) 709-9761



Estimate

Estimate No: 5624
 Date: 04/02/2021

For: WALNUT CREEK CDD
 PJEREZ@SDSINC.ORG

Description	Quantity	Rate	Amount
INSTALLATION OF 2 DOUBLE GATES OF CHAIN LINK RESIDENTAL #11 SIZE 6 FT HEIGHT X 8 FT OPENING	1	\$2,150.00	\$2,150.00
INSTALLATION OF 400 LINEAR FT OF CHAIN LINK 6 FT H	1	\$5,000.00	\$5,000.00
PERMIT CITY FEE AND DRAWING .	1	\$850.00	\$850.00
		Subtotal	\$8,000.00
		Includes TAX 0%	\$0.00
		Total	\$8,000.00
Total			\$8,000.00

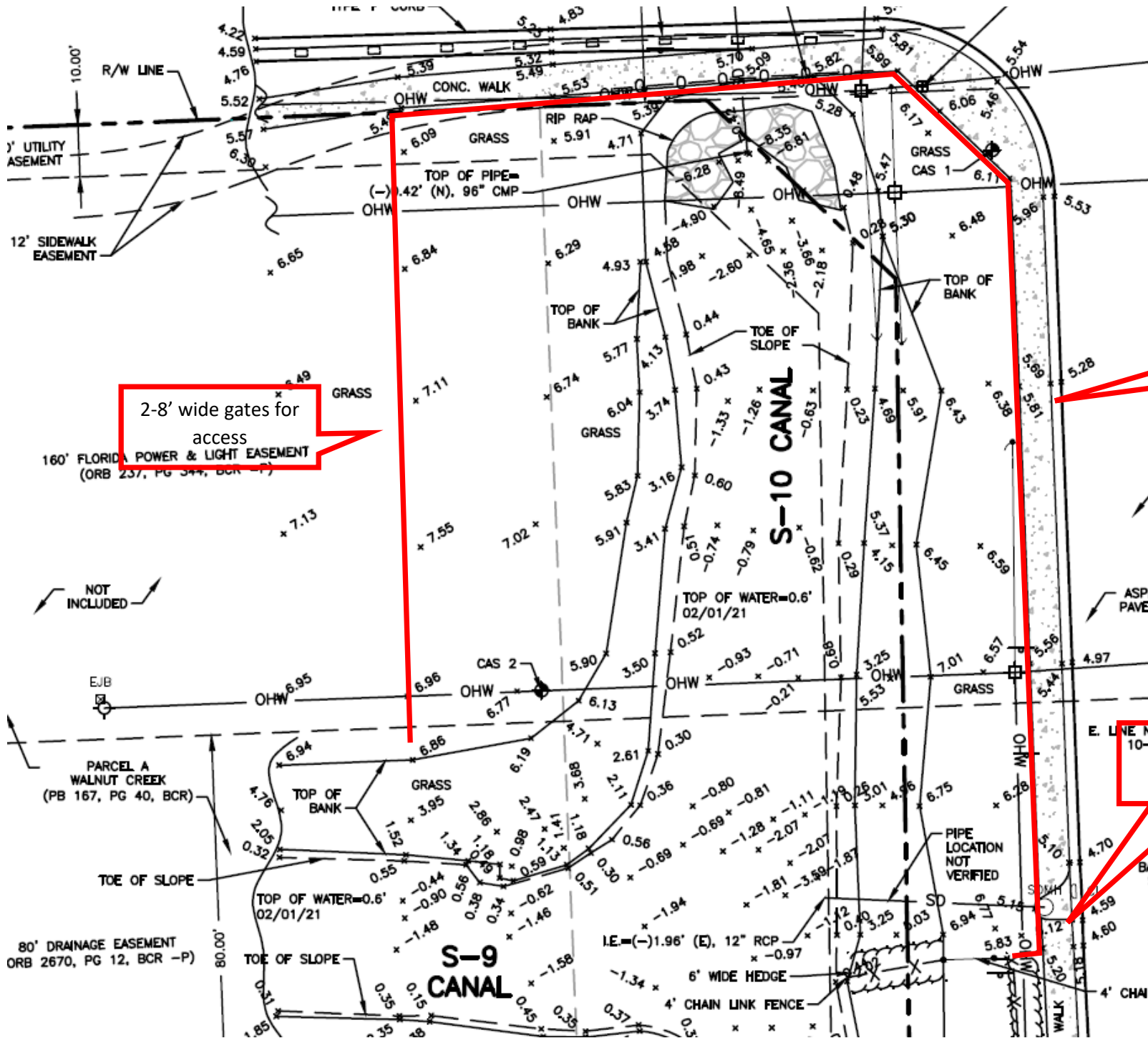
Comments

NO DEPOSIT NEEDED
 PAYMENT IN FULL WHEN JOB IS DONE

Terms and Conditions

ACCEPTANCE OF PROPOSAL
 THE ABOVE PRICES, SPECIFICATION AND CONDITION ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZING TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS UNDERLINED ABOVE.
 QUOTE IS ONLY VALID FOR 30 DAYS
 SFFF IS NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND PIPE'S, LINE'S AND CABLE'S.





2-8' wide gates for access

2-8' wide gates for access

10'-Tie into existing fence



Proposal

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

TO: Walnut Creek CDD
ADDRESS: Gloria Perez
2501A Burns Rd
Palm Beach Gardens, FL. 33410

DATE: 3/11/22
JOB NAME: Walnut Creek
JOB LOCATION: All Lake Banks
PAGE: 1

We hereby submit specifications and estimates for:

Turf inspected all lake banks, and determined it is necessary to fill in some deficiencies. This will help prevent exposure of control barriers. All work will be done by engineer specifications.

Our charge: \$3,550.00

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

Acceptance of Proposal
Signature _____
Date _____

By:
Fernando Toledo, Certified Arborist
For Turf Management

This Proposal becomes a Contract upon acceptance by both parties.



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

DATE 3-19-2022

QTY.	MATERIAL	PRICE	AMOUNT
1	3HP Squared matn	820	-
1	Labn	325	-

NAME Walnut Creek
 ADDRESS 1800 NW 76 Avenue
 CITY Pembroke Pines
 PHONE 173883

SCHEDULED DAY AM PM NEEDS OK
 ALL DAY OK'D BY


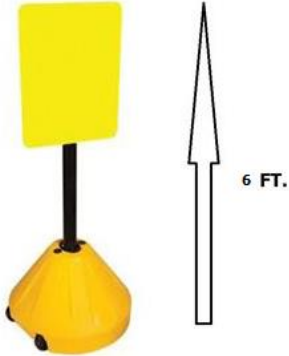
NON SERVICE ORDER BY BALANCE BILLABLE ROUTE#
 COD DAY

DESCRIPTION OF WORK
 -needs new 3HP
 Motor For Filter Pump
 (EAST WaterFall)
 (Bearings going Bad)

TOTAL MATERIAL	846	-
TOTAL LABOR	325	-
TOTAL	1,171	-
TAX	0	-

SIGNATURE _____ DATE COMPLETED _____

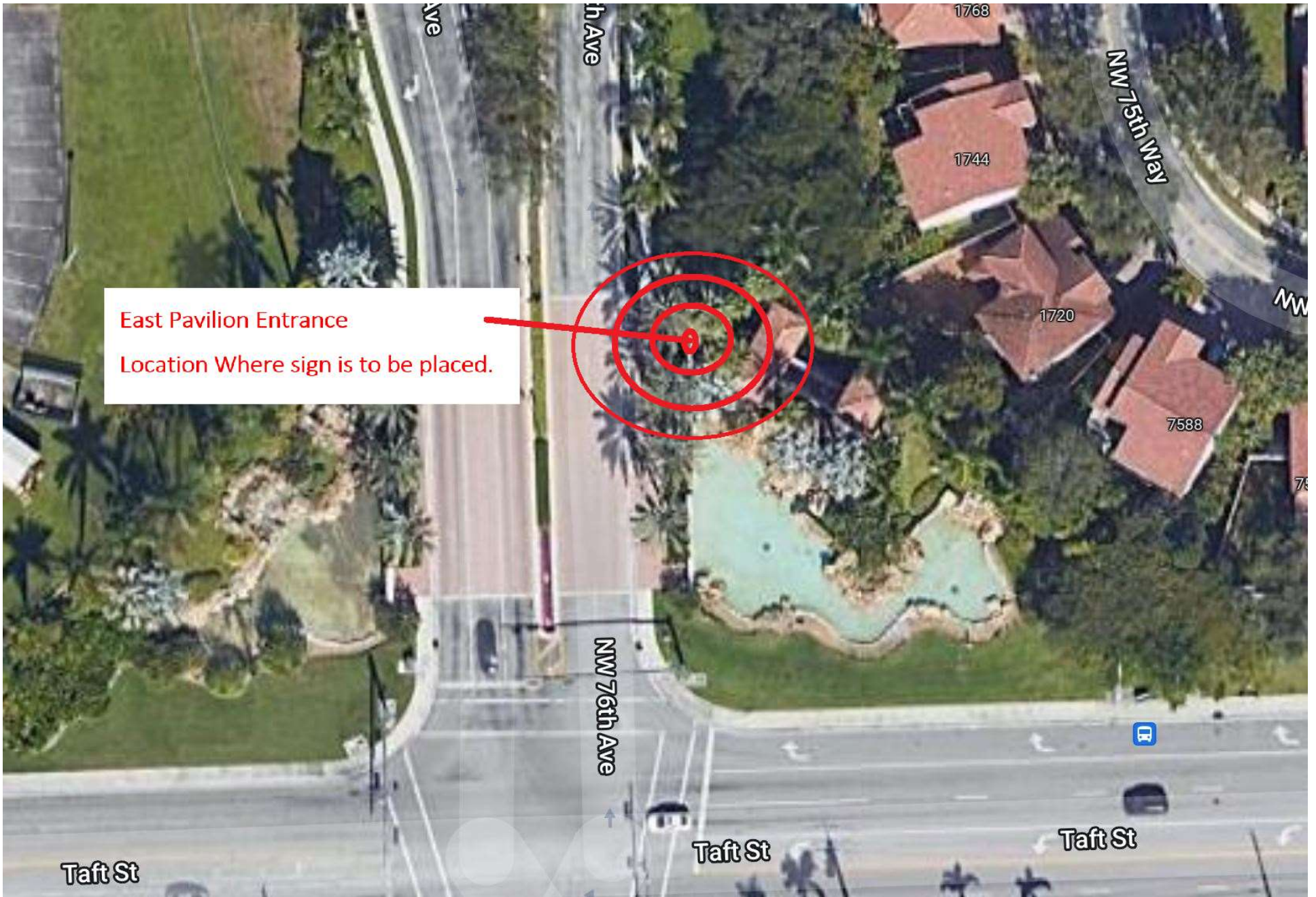
Thank You PAY THIS AMOUNT 1,171.-

WC Walnut Creek "Only Authorized Personnel" Sign for East Pavilion (Taft ST. Entrance)	
Myparkingsign.com	Treetopproducts.com
Name of the Product: Roll'n Pole Premium Sign Holder	Name of the Product: Portable Sign Holder
Weatherproof	
Yellow reflective base	
Weight: 15 Pounds (to reach up to 42 pounds when filled with water or sand).	Weight: 11 Pounds (to reach up to 30 pounds when filled with water or sand).
Height: 5-1/4 FT	Height: 6 FT
Price: \$127.32 plus tax. (No shipping costs). Only stand.	Price: \$208.85 plus tax. (No shipping costs). Only stand.
Plus: \$54.25 plus tax of the chosen sign (Sign Options in the attached pages).	Plus: \$54.25 plus tax of the chosen sign (Sign Options in the attached pages).
	

Options for Signs:

Price for any of the options in 18' x 24" size (Engineer Grade 3M Reflective): **\$54.25** plus tax. (To select one).





East Pavilion Entrance
Location Where sign is to be placed.

MEMORANDUM

TO: Gloria Perez, District Manager

FROM: James Orth, P.E. 

DATE: May 8, 2020

RE: FY 2020-2021 Budget

Craig A. Smith & Associates (CAS) is providing this memorandum of recommendations for budgeting considerations in advance of the upcoming Fiscal Year 2020 – 2021 budgeting cycle.

Last year, there was a reoccurring line item for Stormwater Maintenance and Pipe Replacement Reserve/Contingency (FY 2019/2020 was year 1 of 5. CAS's recommendations were as follows:

“It is recommended that a four to five (5) year recurring program be maintained to clean the drainage structures and pipes, as well as to repair or replace baffles and outfall pipes that might have deteriorated. The total cost of the five (5) year program is projected to be \$373,500, estimated as follows:

200 drainage structures at \$125 per structure = \$25,000.00

Approximately 15,000 LF of 15”, 18”, 24”, 30”, 36”, 42” and 48” diameter pipes at \$6.00 per LF = \$90,000.00

Assume replacing 25% of approximately 40 baffles at \$250.0 each = \$2,500

Assume replacement of 25% of approximately 40 Outfall Pipes at \$25,000 Each = \$250,000

The recommended program may be implemented in a cycle of five years at a cost of \$74,700 per year. It is recommended that the work be inspected by an Engineer to ensure Quality. Engineering oversight and certification would cost around \$6,000”

It is CAS's understanding an annual budget item for routine maintenance of the stormwater management system was established at \$74,800 per year.

For FY 2020/2021 CAS recommends maintaining the above amount (\$74,800) for routine maintenance of the stormwater management system.

For FY 2020/2021 or FY2021/22 CAS recommends budgeting \$40,000 towards the stabilization of 14 headwalls in the various communities. This includes

engineering oversight and certification of the work. CAS has obtained one quote for the work and will solicit 2-others after the coronavirus pandemic is over. This item can be deferred for one year as the item is not critical this year as indicated in the engineering memorandum produced addressing this issue.

CAS recommends budgeting \$10,000 annually for spot repairs of the lake slopes. This would cover filling in isolated erosion rills and/or gullies regularly occurring and/or observed. These have been noted as a potential liability to the District if left unrepaired.

CAS recommends budgeting \$30,000 for design of the repair of the canal slope of the north-south canal paralleling N.W. 72nd Avenue just south of Sheridan Street. The slopes have eroded and pose a potential liability to the District.

CAS recommends budgeting \$150,000 to construct a long-term fix and repair this canal section. It is anticipated the fix will require headwall repair/replacement, reshaping of the canal banks and bottom and the addition of riprap and canal bank stabilization.

Summary of stormwater system maintenance budget

- \$74,800 Annual stormwater system maintenance
- \$6,000 Engineering oversight
- \$40,000 Headwall stabilization and repair
- \$10,000 Annual Lake Slope spot repairs
- \$180,000 Engineering design and construction for the S-8 Canal reconstruction



May 8, 2020

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

**RE: WALNUT CREEK S-8 CANAL MAINTENANCE REPAIRS
PROPOSED ENGINEERING SERVICES**

Dear Ms. Perez:

Craig A. Smith and Associates (CAS) is pleased to provide the Walnut Community Development District (WCCDD) with this proposal for Engineering Services. The scope of the project is to prepare design plans and specifications and obtain required approvals to make maintenance repairs to the portion of Broward County Water Control District's (BCWCD's) S-8 canal which falls on WCCDD's property.

More specifically, CAS proposes to provide the following services:

TASK S02 PREPARE A MAP OF TOPOGRAPHIC SURVEY

CAS Survey will prepare a topographic survey of the area to be utilized for the engineering construction plans. Plan view elevations will be shown relative to North American Vertical Datum of 1988 (NAVD '88) at pertinent points and an approximate 50 foot grid with an existing area bounded as follows: on the north by the centerline of Sheridan St; on the east by the centerline of N. 72nd Ave.; on the south by the south side of the canal running west and on the west by a line approximately 50 feet west of the west top of bank for said canal. All above ground visible improvements will located and shown, as well as trees 4" or greater, which will be located and shown with the diameter noted at breast height (ABH). Additionally, canal cross sections will be taken a twenty-five (25) foot intervals starting at the north return of the canal and running south to the south side of the intersecting canal. Said sections will be taken from the west edge of the walk along N. 72nd Ave. to fifty 50 (fifty) feet west of the west top of bank of said canal. This information will be included in a Map of Topographic Survey utilizing a base map produced by the Surveyor relative to approximate rights of ways and easements. Horizontal data will be based on the Florida State Plane Coordinate Grid System (1983/2011 adjustment) and vertical data will be based on North American Vertical Datum of 1988. The Map of Topographic Survey will be created adhering to Florida Statutes Chapter 472.027, Florida Administrative Code 5J-17 (Standards of Practice for Surveying in the State of Florida) and provided to the Client.

LUMP SUM FEE \$4,940.00

TASK I CONCEPTUAL ENGINEERING DESIGN

Once the survey is completed and prior to beginning the engineering design phase, CAS will meet with CBWCB, and the City of Pembroke Pines to determine the minimum level of design and reconstruction requirements CBWCD and the City will accept for this project. It is assumed Broward County Engineering will not require permits for this project. Based on the results of these meetings, CAS will set up the

engineering survey into base sheets and prepare A conceptual level design and cost estimate for presentation to the WCCDD Board. CAS will prepare a short summary description of the design features and benefits for each design and attend one Board meeting to present the design and receive Board approval to move forward with final design.

CONCEPTUAL ENGINEERING DESIGN LUMP SUM FEE \$ 5,500.00

TASK II ENGINEERING DESIGN AND PERMITTING

In this phase, CAS will advance the recommended design and technical specifications. CAS will advance the design and specifications to approximately 60% complete. CAS will utilize these plans to file permit applications for the work to CBWCD, Broward County Environmental Licensing and the City of Pembroke Pines. CAS will prepare the permit applications and support materials for WCCDD signatures and execution. CAS will submit the applications to the County, City and CBWCD. Permit fees will be the responsibility of WCCDD. CAS will respond to 1 request for additional information (RFI) from each agency for the lump fee below. Any additional questions will be invoiced hourly under our general services agreement

After agency review and comments on the 60% plans, CAS will incorporate any appropriate adjustments and advance the design and specifications to 90% complete plans for resubmittal. Once review comments (if appropriate) and permits or approvals are received, and final adjustments to the plans and specifications will be made and 100% complete will be prepared for distribution to potential contractors for bid proposals.

ENGINEERING DESIGN AND PERMITTING- LUMP SUM FEE \$ \$11,250.00

TASK III CONTRACTOR PROCUREMENT ASSISTANCE

CAS will assist WCCDD to advertise for, or solicit bids, and evaluate the received bid packages/proposals. CAS will reply to requests for information during the bid advertisement period and issue any required addendums to the bid. Once the bids are received, CAS will evaluate the submittal packages, check firm and/or contractor references, and provide a recommendation of award to City staff and the Commission.

CONTRACTOR PROCUREMENT ASSISTANCE LUMP SUM FEE \$ \$4,250.00

SUMMARY OF FEES

TASK	FEE
Survey	\$4,940.00
Conceptual Engineering	\$5,500.00
Design and Permitting	\$11,250.00
Contractor Procurement	\$4,250.00
TOTAL	\$25,940.00

We look forward to providing these services. Feel free to call me at (561) 307- 6395 should you have questions or require additional information.

If this proposal is acceptable, please execute in the space provided and return one executed copy to our office as our Notice to Proceed. We appreciate your business and thank you for this opportunity.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



James R. Orth, P.E.
Vice President of Engineering

Approved:

**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Signed

Date

MEMORANDUM

TO: Gloria Perez, District Manager
FROM: James Orth, P.E.
DATE: December 2, 2020
RE: CBWCD canal repair cost share opportunities

Craig A. Smith & Associates (CAS) met with the City of Pembroke Pines and Central Broward Water Control District (CBWCD) on June 24, 2020 to discuss how to facilitate the repair of erosion to the S-8 canal section from Sheridan Street to the intersection with the S-10 canal. This memo is written as an overview of the apparent drainage basins and as a justification for requesting funding assistance to repair the banks and dredge the canal.

Approximately 1.15 miles (over 6,000 feet) of the S-8, S-9 and S-10 canals lie at the perimeter of the Walnut Creek Community in easements over lands owned by Walnut Creek Community Development District (WCCDD), see Figure 1. The only outfall from the development is near the downstream end of the canal so WCCDD only utilizes 0.2 miles of the canal to its benefit.

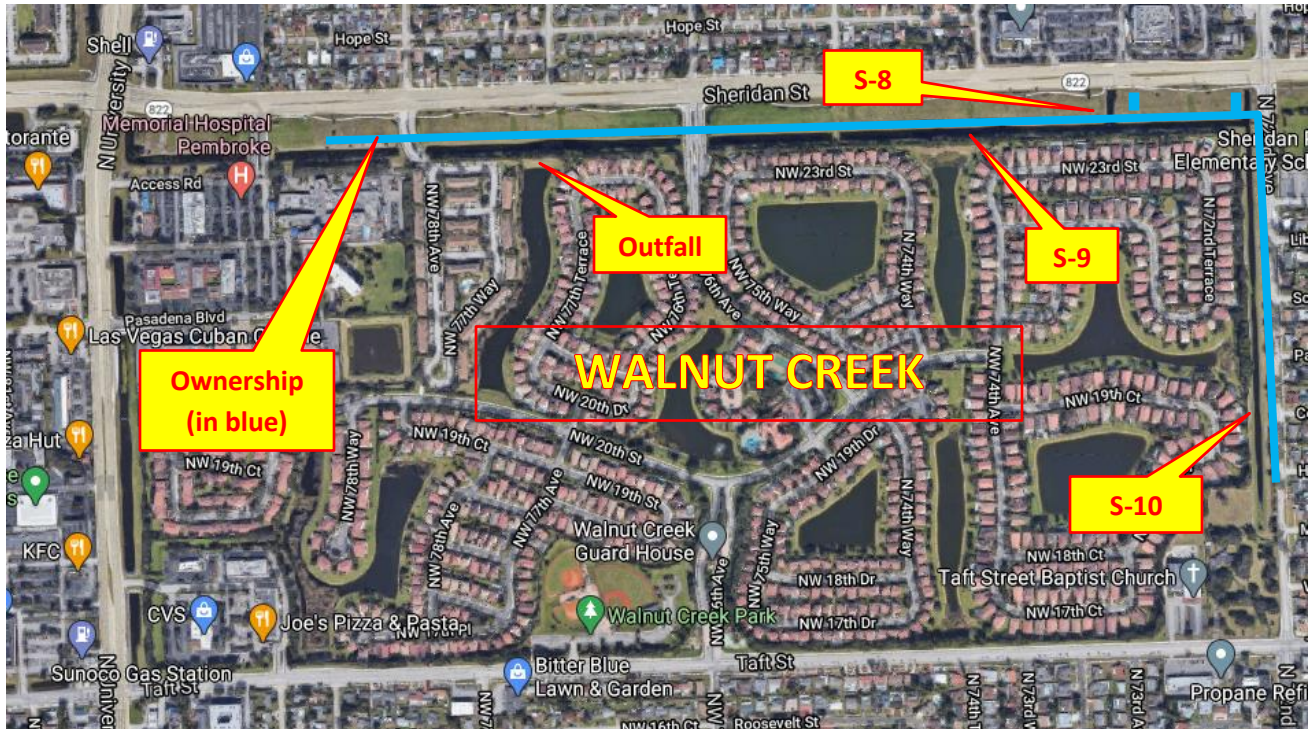


Figure 1

Inquiries to CBWCD indicate that maintenance of the canal banks above control elevation is the responsibility of the underlying landowner and maintenance of the canal

cross section below the water is the CBWCD's responsibility. Review of the apparent, contributing drainage basins
For this canal (shown in Figure 2 below) indicates Walnut Creek contributes approximately 25% of the receiving discharge to this canal.

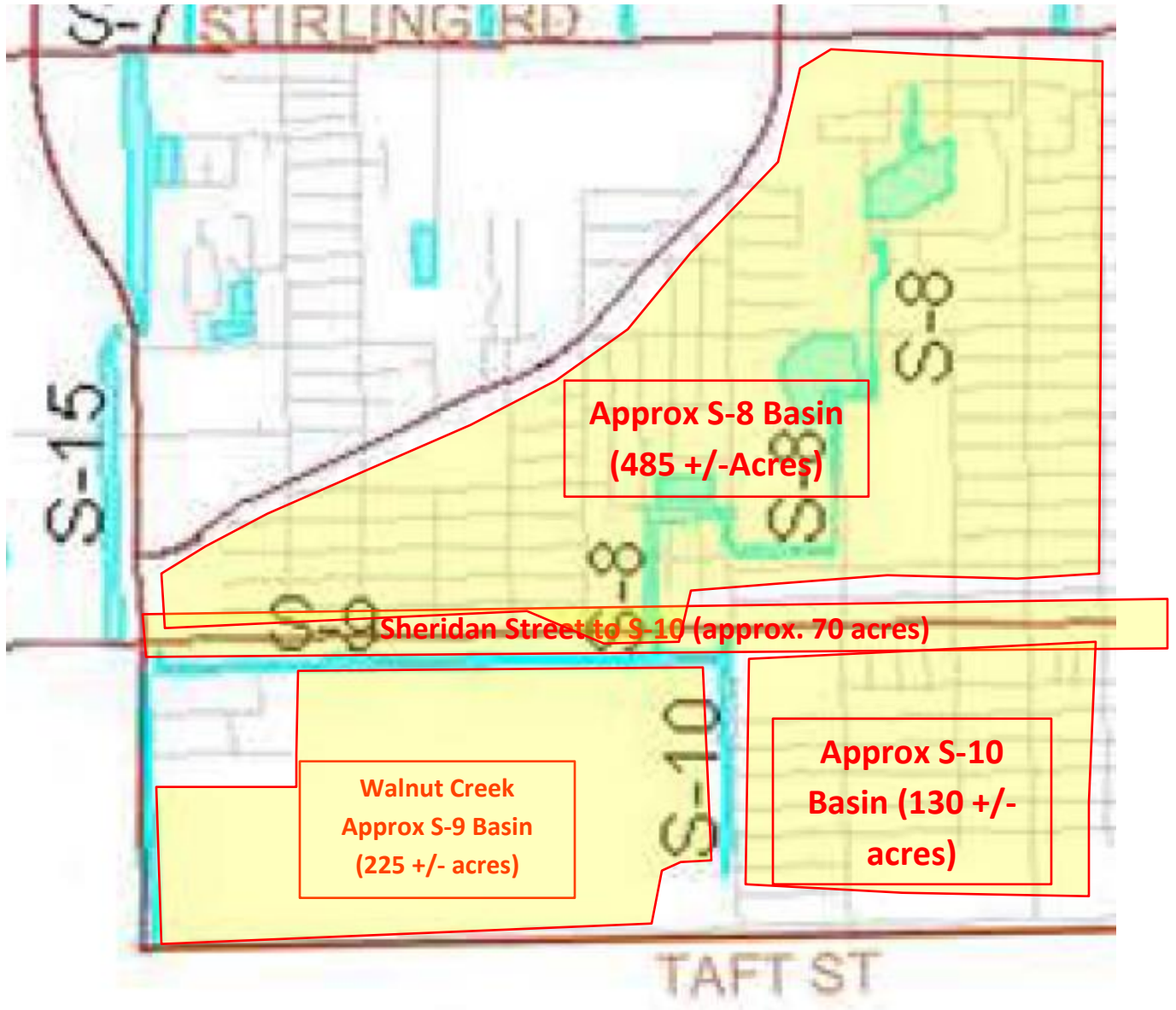


Figure 2 CBWCD Canals and approximate basins

In summary, the Walnut Creek Community contributes approximately 25% of the water into the last 0.2 miles of a canal is responsible for maintaining the side slopes of approximately 1.15 miles of canal. Since CBWCD does acknowledge responsibility for maintaining what is below control elevation, and it could be argued there would be a cost benefit to combine a canal dredging project with a canal bank restoration/shaping

project, an opportunity exists for a cost share project. Furthermore, contributing basin and beneficiaries are the City of Hollywood at 64% and Broward County (Sheridan Street) at 9%. An additional opportunity for cost sharing the project exist if they are willing to assist.

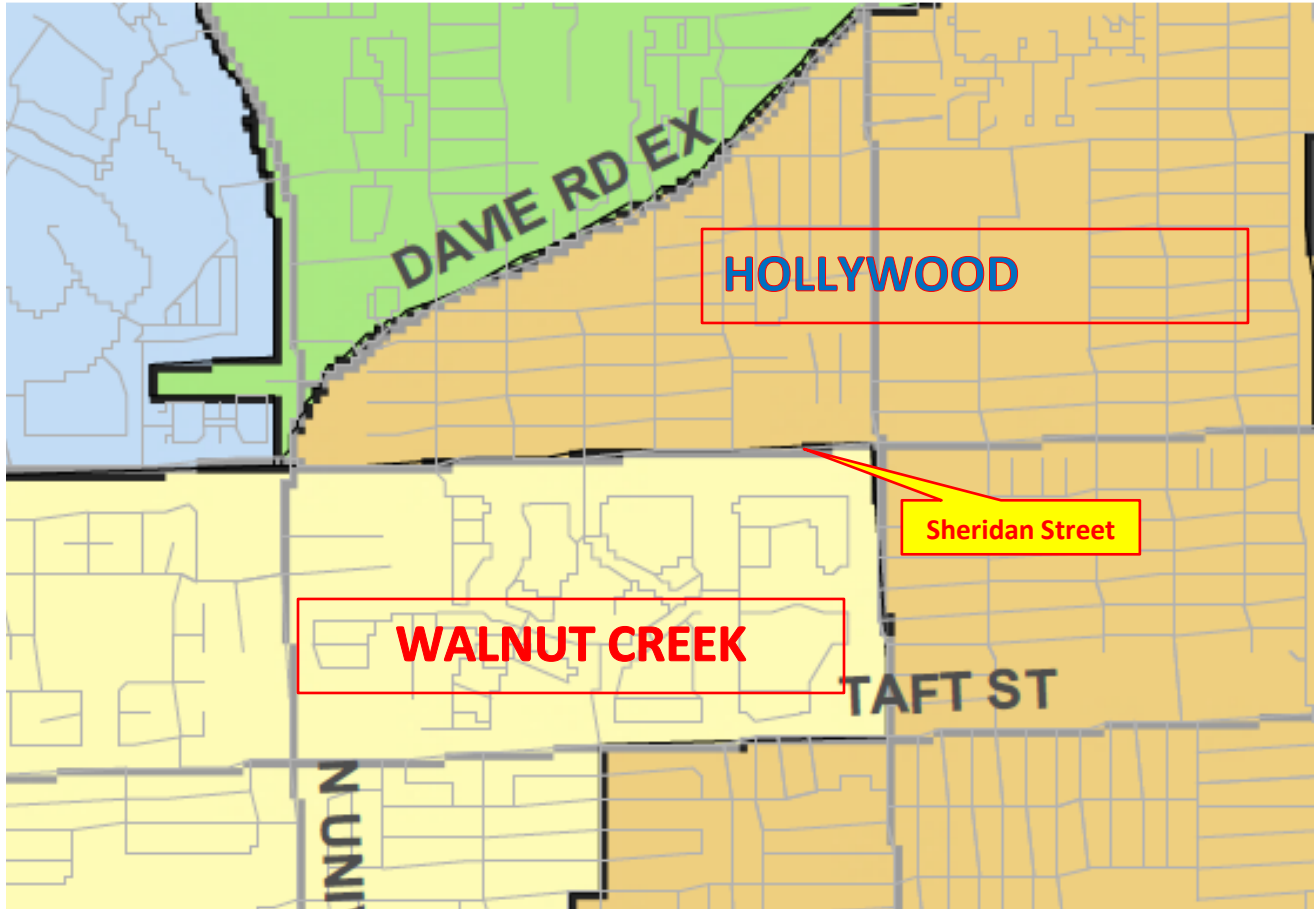


Figure 3 Municipality boundaries

MEMORANDUM

TO: Gloria Perez, District Manager
FROM: James Orth, P.E.
DATE: November 25, 2020
RE: S-8 repair conceptual cost estimate

Craig A. Smith & Associates (CAS) met with the City of Pembroke Pines and Central Broward Water Control District on June 24, 2020 to discuss how to facilitate the repair of erosion to the S-8 canal section from Sheridan Street to the intersection with the S-10 canal. At the meeting CAS was asked to produce a conceptual design and accompanying engineer's estimate of probable cost for the repairs/restoration.

Since CAS does not have a survey of the section, the attached generally observed typical section was used to estimate cut and fill volumes.

Given or assumed:

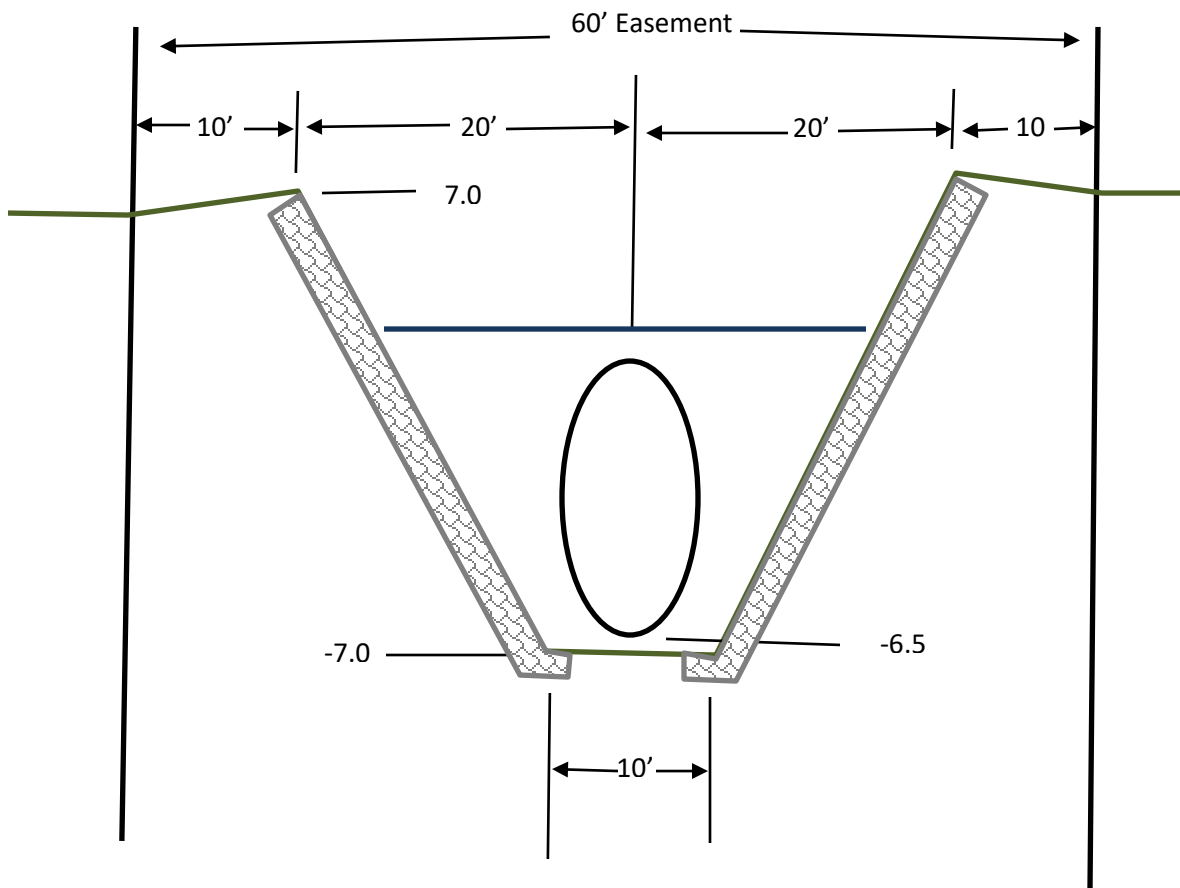
Easement width = 60 feet
Existing 96" culvert invert = - 6.5 +/- feet
Canal design bottom width = 10 feet
Canal design bottom elevation = -7.0 feet
Canal top of bank = +7.00

At 3:1 side slope, canal would be $3 \times 14 + 10 + 3 \times 14 = 94'$ wide so can't construct in 60' easement with 3:1 slopes. Similarly, at 2:1, width would be 66' and 1.5:1 would be 52' wide.

Assume top of bank at 10' each side, slope is $20/14 = 1.42:1$

Assume use of Armorflex or approved equal for bank stabilization.

See attached for resulting conceptual cost estimate.



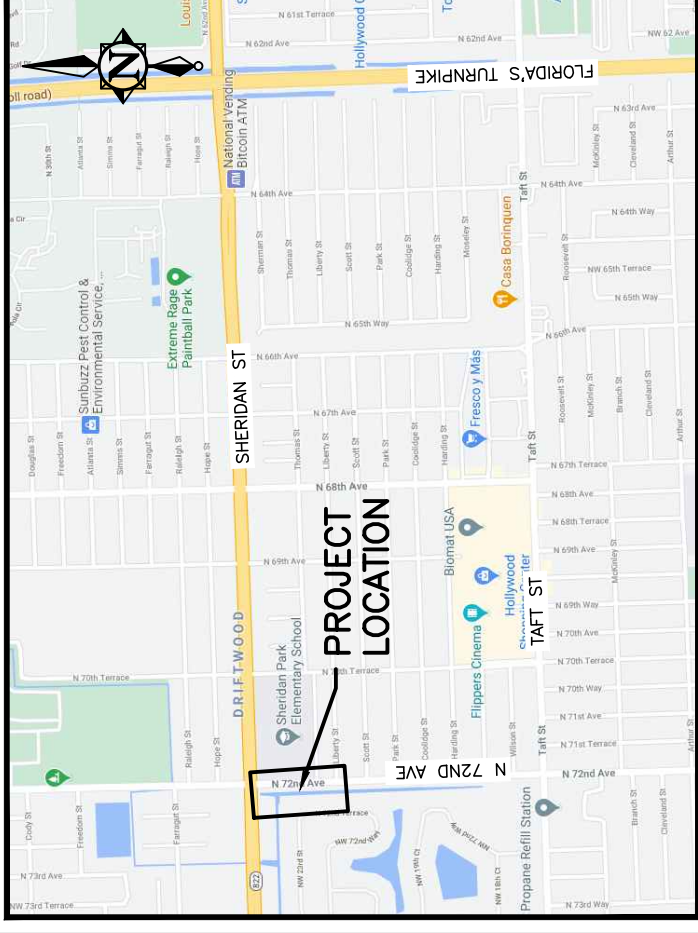
Assumed Canal Cross Section

Walnut Creek S-8 Canal repairs
Engineer's Conceptual Estimate of Probable Cost

Description	Qty	Units	Unit cost	Cost
Mobilization/Demobilization	1	LS	\$9,009.50	\$9,009.50
MOT	1	LS	\$3,603.80	\$3,603.80
Survey stake out and as-builts	1	LS	\$5,405.70	\$5,405.70
				\$18,019.00
Project Manager	15	Day	\$500.00	\$7,500.00
Office Manager	10	Day	\$300.00	\$3,000.00
Water truck	20	Day	\$200.00	\$4,000.00
Track hoe	20	Day	\$950.00	\$19,000.00
Dump truck wt operator	15	Day	\$950.00	\$14,250.00
Front end loader	30	Day	\$325.00	\$9,750.00
				\$0.00
Dewatering/bypass pump	3	Mo	\$3,000.00	\$9,000.00
Operator	30	Day	\$275.00	\$8,250.00
2-laborers	30	Day	\$460.00	\$13,800.00
1-Site supervisor wt truck	30	Day	\$510.00	\$15,300.00
1-skilled laborer	30	Day	\$300.00	\$9,000.00
				\$0.00
Filter fabric	120	SY	\$5.00	\$600.00
57- stone	0	CY		\$0.00
Armorflex (or approved equal)	7500	SF	\$6.80	\$51,000.00
Sheetpile for dewatering (30'L x 50'W)	1500	SF	\$5.00	\$7,500.00
Double silt fences (150')	150	LF	\$2.00	\$300.00
Type B -Rip-rap	10	CY	\$20.00	\$200.00
Sod (Bahia)	580	SY	\$3.00	\$1,740.00
4000 psi Concrete (form & pour)	15	CY	\$400.00	\$6,000.00
			T&M Sub-total	\$180,190.00
			Sub-Total	\$198,209.00
			Contingency (30%)	\$59,462.70
			Construction Total	\$257,671.70
			Engineering Design (10%)	\$25,767.17
			Permitting (3%)	\$7,730.15
			CEI/EDC (5%)	\$15,460.30
			PROJECT TOTAL	\$306,629.32

LOCATION MAP

SCALE: N.T.S.



PROJECT LOCATION

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS FIRM IN THE MAKING OF THIS SURVEY. THERE MAY BE EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, UNRECORDED AGREEMENTS ETC., NOT SHOWN HEREON.
3. UNDERGROUND IMPROVEMENTS I.E. FOOTINGS, DRAINAGE, UTILITIES, ETC. HAVE NOT BEEN INVESTIGATED BY THE SURVEYOR.
4. HORIZONTAL COORDINATE INFORMATION FOR CRAIG A. SMITH & ASSOCIATES STATIC CONTROL POINTS (CAS SP 1 AND 2) SHOWN IN THE TABLE BELOW IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE GRID SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) WITH THE 2011 ADJUSTMENT. A FURTHER ADJUSTMENT WAS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION GNSS PROCESSING CENTER BASED ON "REAL TIME" OBSERVATIONS PERFORMED AT THE SITE. VERTICAL DATA SHOWN HEREON IS RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS BASED ON BROWARD COUNTY BENCHMARK 3593, HAVING A PUBLISHED ELEVATION OF 6.25 (NATIONAL GEODETIC VERTICAL DATUM OF 1929). AN ELEVATION OF 4.652 WAS DETERMINED RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 BASED ON A CONVERSION FACTOR OF (-) 1.598'.

PRIMARY CONTROL POINTS

CP	NORTHING	EASTING	ELEVATION	DESCRIPTION
CAS 1 (SP)	617760.29	908108.05	6.08'	MND LB 271
CAS 2 (SP)	617656.36	908021.386	6.56'	IRC LB 3110
BC 3593	N/A	N/A	4.652'	NAIL AND DISC

5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS SHOWN ON THE PLAT OF WALNUT CREEK, RECORDED IN PLAT BOOK 167, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SHOWN TO BEAR NORTH 02° 16' 11" WEST).
6. ALL SYMBOLS SHOWN ARE FOR REPRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
7. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PREMISE OF THIS SURVEY IS THE DESIGN OF IMPROVEMENTS FOR THE S-10 CANAL MAINTENANCE REPAIRS. A TRIMBLE R8 GNSS INSTRUMENT WITH TRIMBLE TSC-3 DATA COLLECTION WAS UTILIZED TO ESTABLISH HORIZONTAL CONTROL AND MISC. FEATURES HORIZONTALLY. A TOPCON ES-102 INSTRUMENT WITH RANGER (TDS) DATA COLLECTION WAS UTILIZED TO COLLECT DATA IN BOTH THE HORIZONTAL AND VERTICAL PLANES. A CLOSED LEVEL LOOP WAS PERFORMED USING A TOPCON GTS 2 LEVEL TO TRANSFER ELEVATIONS FROM THE KNOWN BENCHMARK AND THROUGHOUT THE PROJECT.
8. THE DIGITAL DATA PROVIDED IS INTENDED TO BE VIEWED AT A SCALE OF 1" = 20' ON A STANDARD 24" X 36" SHEET.
9. ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET AND DECIMALS THEREOF.

GENERAL ABBREVIATIONS

ABRV	DESCRIPTION
BCR	BROWARD COUNTY RECORDS
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
NTS	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
(P)	PLATTED
R/W	RIGHT OF WAY
10-51-41	SECTION-TOWNSHIP-RANGE

STANDARD LINETYPES

SYMBOL	DESCRIPTION
—————	BOUNDARY LINE
- - - - -	EASEMENT LINE
—————	LOT LINE
—————	RIGHT OF WAY LINE
—————	SECTION LINE
—————	LANDSCAPE LINE
—————	CURB & GUTTER
-X-X-X-X-	FENCE LINE
□ — □	GUARD RAIL
— OHW —	OVERHEAD WIRE

GENERAL SYMBOL LEGEND

SYM.	DESCRIPTION
⊙	BENCH MARK
⊙	GUY WIRE
⊙	LIGHT POLE
⊙	CONCRETE POWER POLE
⊙	WOOD UTILITY POLE
⊙	CATCH BASIN
⊙	STORM DRAIN MANHOLE
⊙	CURB INLET
⊙	WATER VALVE
⊙	SIGN
⊙	GATE POST

STANDARD HATCH PATTERNS

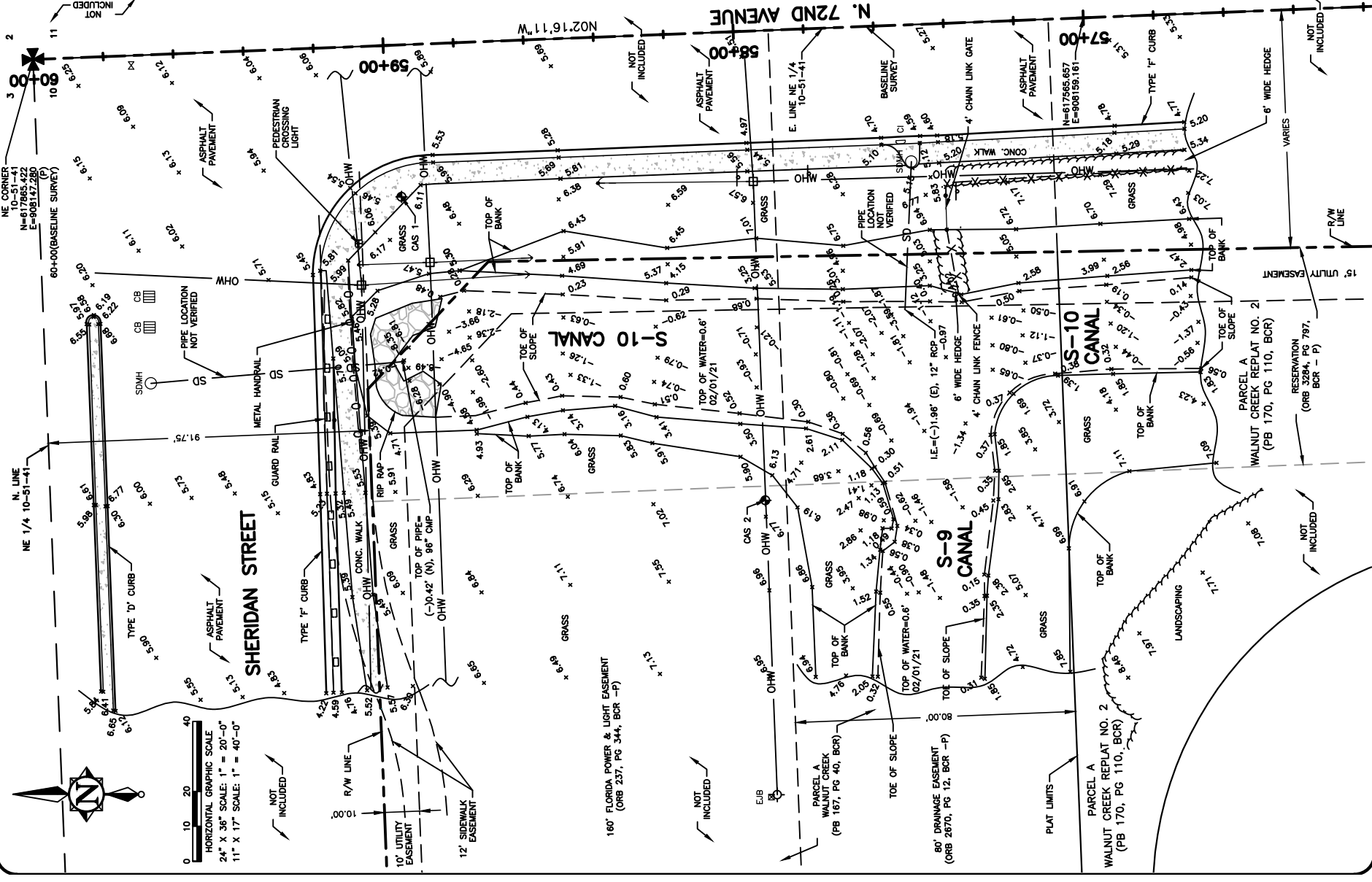
SYM	DESCRIPTION
[Pattern]	CONCRETE
[Pattern]	RIP RAP

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS APPLICABLE SECTIONS OF THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO QUALIFICATIONS NOTED HEREON.

FOR THE FIRM BY:
 ROBERT D. KEENER
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4846

FIELD DATE: 02/01/21
 SIGNATURE DATE: _____



NO.	DATE	FB/PJ	DWN	REVISION	CKD
1	02/17/21	1928/69	MRL	MAP OF SPECIFIC PURPOSE SURVEY	RDK

PREPARED FOR
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 21045 COMMERCIAL TRAIL
 BOCA RATON, FLORIDA 33486
 (561) 314-4445
 CERTIFICATE NO. LB0003110

MAP OF
SPECIFIC PURPOSE SURVEY

WALNUT CREEK S-10 CANAL
 MAINTENANCE REPAIRS

FILE NAME: XR-2171-Y-01-SRY-BASE.dwg
 LAST SAVED: 02/17/21 - 12:46pm
 CAS PROJECT NUMBER
21-2171
 SHEET
V-01 OF 01



March 7, 2022

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

**RE: WALNUT CREEK S-8 CANAL MAINTENANCE REPAIRS
P-3983R PROPOSED ENGINEERING SERVICES**

Dear Ms. Perez:

Craig A. Smith and Associates (CAS) is pleased to provide the Walnut Community Development District (WCCDD) with this proposal for Engineering Services. The scope of the project is to prepare design plans and specifications and obtain required approvals to make maintenance repairs to the portion of Broward County Water Control District's (BCWCD's) S-8 canal which falls on WCCDD's property.

More specifically, CAS proposes to provide the following services:

TASK I CONCEPTUAL ENGINEERING DESIGN

Prior to beginning the engineering design phase, CAS will meet with CBWCB, and the City of Pembroke Pines to determine the minimum level of design and reconstruction requirements CBWCD and the City will accept for this project. It is assumed Broward County Engineering will not require permits for this project. Based on the results of these meetings, CAS will set up the engineering survey into base sheets and prepare A conceptual level design and cost estimate for presentation to the WCCDD Board. CAS will prepare a short summary description of the design features and benefits and attend one Board meeting to present the design and receive Board approval to move forward with final design.

CONCEPTUAL ENGINEERING DESIGN LUMP SUM FEE \$5,500.00

TASK II ENGINEERING DESIGN AND PERMITTING

CAS will advance the approved recommended design and technical specifications. CAS will advance the design and specifications to approximately 60% complete. CAS will utilize these plans to file permit applications for the work to CBWCD, Broward County Environmental Licensing and the City of Pembroke Pines. CAS will prepare the permit applications and support materials for WCCDD signatures and execution. CAS will submit the applications to the County, City and CBWCD. Permit fees will be the responsibility of WCCDD. CAS will respond to 1 request for additional information (RFI) from each agency for the lump fee below. Any additional questions will be invoiced hourly under our general services agreement





After agency review and comments on the 60% plans, CAS will incorporate necessary adjustments and advance the design and specifications to 90% complete plans for resubmittal. Once review comments (if appropriate) and permits or approvals are received, and final adjustments to the plans and specifications will be made and 100% complete will be prepared for distribution to potential contractors for bid proposals.

ENGINEERING DESIGN AND PERMITTING- LUMP SUM FEE \$12,500.00

TASK III CONTRACTOR PROCUREMENT ASSISTANCE

CAS will assist WCCDD to advertise for, or solicit bids, and evaluate the received bid packages/proposals. CAS will reply to requests for information during the bid advertisement period and issue any required addendums to the bid. Once the bids are received, CAS will evaluate the submittal packages, check firm and/or contractor references, and provide a recommendation of award to Walnut Creek Community Development District.

CONTRACTOR PROCUREMENT ASSISTANCE LUMP SUM FEE \$4,250.00

SUMMARY OF FEES

TASK	FEE
Conceptual Engineering	\$5,500.00
Design and Permitting	\$11,500.00
Contractor Procurement	\$4,250.00
TOTAL	\$21,250.00

We look forward to providing these services. Feel free to call me at (561) 307- 6395 should you have questions or require additional information.

If this proposal is acceptable, please execute in the space provided and return one executed copy to our office as our Notice to Proceed. We appreciate your business and thank you for this opportunity.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES

 Stephen C. Smith, P.E.
 President

Approved:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

 Signed

 Date





Landshore® Enterprises, LLC

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

March 7, 2022

Walnut Creek Community Development District
Attn.: Ms. Gloria Perez, District Manager
1800 NW 76TH Ave
Pembroke Pines, FL, 33024

Ms. Perez,

Please see attached our proposal for Engineering Services for the Canal section (approximately 517' of shoreline) along NW 72nd Avenue extending north towards Sheridan Street in Pembroke Pines, FL 33024.

Engineering and design services for Erosion Control and Shoreline Restoration.

At the completion of these services, Landshore® will provide Walnut Creek Community Development District a set of Erosion and Sedimentation Control Plans, which includes:

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

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

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

Sincerely,

André van den Berg
Landshore® Enterprises, LLC



Landshore® Enterprises, LLC

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

Company Overview

History: Founded in 2002, Landshore® Enterprises, LLC has over 19 years of experience in the Erosion Control Industry.

Certificates and Awards: Certified Florida Stormwater, Erosion and Sedimentation Control Inspectors, Professional Licensed Engineer (FL), South Florida Water Management District Certified, BBB A+, and OSHA-Training.

Customer Reach: Proudly serve Homeowners Associations, Golf Courses, Residential, and Governmental Entities in Florida, Georgia, Illinois, North Carolina, South Carolina, Texas and Virginia.

Services: Engineering

Design, Plans and Cross Sections, GPS and Surveys, Bathymetric Surveys, Topographical Surveys, Soil Testing and Analysis, Stability Analysis, Permit Application, and Construction Management

Construction

Structural and Non-Structural Erosion Control, Shoreline Restoration and Stabilization, Dewatering and Sediment Control, Dredging, Earthwork, Grading, and Restoration

Products: Eco-Filter Tubes®, Erosion Control Panels®, Riprap, GeoWeb, FlexMSE, Filter-Point Fabric, Articulated Concrete Block Mat, Gabion, Retaining Walls, Sheet Piling, Bulkhead, Turf Reinforcement Mats, Drainage Systems, and more.

Applications: Lakes, Ponds, Creeks, Riverfront, Stream Bank, Ditches, Canals, Spillways, Reservoirs, Retention and Detention Ponds.

Locations: Gulf Coast of Florida 188 Triple Diamond Boulevard, Suite A4,
North Venice, Florida, 34275
(941) 303-5238

Atlantic Coast of Florida 6555 North Powerline Road, Suite 302
Fort Lauderdale, Florida, 33309
(954) 327-3300



Landshore® Enterprises, LLC

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

Our Company

Landshore® Enterprises, LLC, with offices in Fort Lauderdale, Florida and headquartered in Venice, Florida, is a turnkey national design-build environmental company specializing in shoreline erosion control, repair and restoration challenges. Landshore® uses non-structural, bioengineering and bio-technical methods to fulfill the demands of our clients.

Established over sixteen years ago, we have provided our services of excellence to golf courses, homeowner associations (managed properties), private residences, and governments in more than 10 states.

Landshore® is very conscientious about completing projects that reflect professionalism to the highest degree. We take a great deal of pride in each contracted service, no matter how large or small the project is. Our engineering expertise ensures that we will provide you with the best possible solution at the best possible price based on thorough research, investigation, and data interpretation from the job site.

Because of our engineering practices, our clients are assured that their shoreline erosion solution will endure for the longest amount of time possible. Additionally, the number of construction hours required for job completion are billed accurately and even the precise amount of quality materials for the best solution are deployed.

Our talented group of employees research and investigate public records on the subject site, conduct surveys, perform various tests such as measuring soil density and analyze results. From all the compiled information and subsequent analysis, we gain an understanding of the historical and current nature of the erosion changes concerning water levels, the amount of erosion loss over time, the slope of the eroded shoreline, and the stability of the surrounding soil.

We have the expertise, resources, technology, and collaborative insight to create designs and solutions that far exceed our client's expectations. Due to our extensive experience in resolving various erosion problems around the nation, Landshore® is proud to guarantee complete satisfaction on ALL projects.

Landshore® wishes to extend our warmest thanks to our clients! We deeply appreciate each customer. From our perspective, we feel our relationship is more of a special partnership than just a contract with a client. We work with each client in a way that is both communicative and constructive; and always appreciate comments and feedback to make us better at our job.

Respectfully,

Landshore® Enterprises, LLC

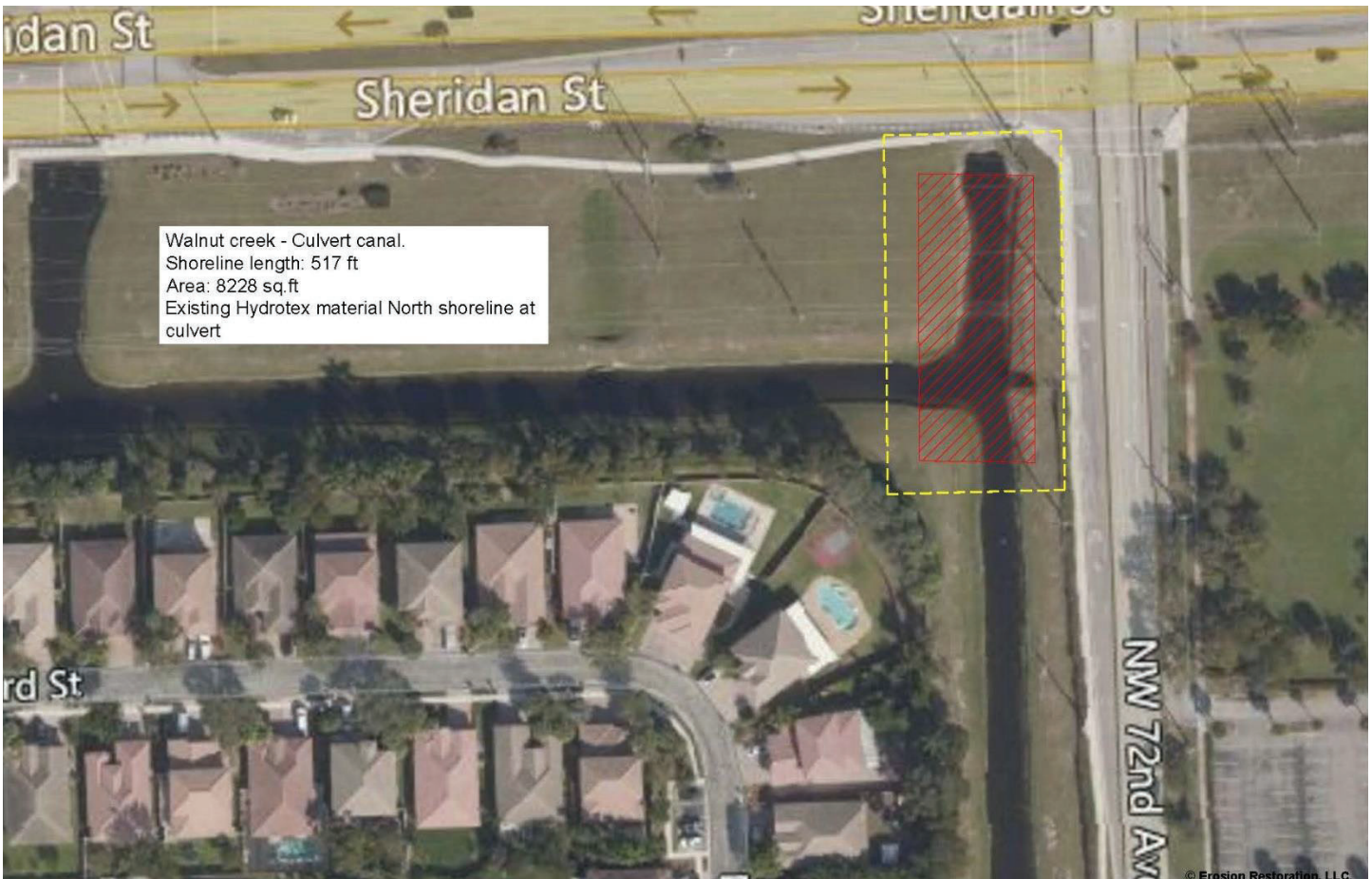


Landshore® Enterprises, LLC

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

Proposal prepared for:
Walnut Creek Community Development District
Attn.: Ms. Gloria Perez, District Manager
1800 NW 76TH Ave
Pembroke Pines, FL, 33024

Project site:
Canal section (approximately 517' of shoreline) along NW 72nd Avenue
extending north towards Sheridan Street in Pembroke Pines, FL 33024



March 7, 2022



Landshore® Enterprises, LLC

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

Walnut Creek Community Development District

Attn.: Ms. Gloria Perez, District Manager

1800 NW 76TH Ave
Pembroke Pines, FL, 33024

March 7, 2022

Ms. Perez,

Thank you for allowing Landshore® Enterprises, LLC (d/b/a Erosion Restoration, LLC) to offer construction layout and technical-engineering services limited to research and evaluation of current condition with the purpose of construction estimate – assuming non-structural, bio-engineering (wash-out repair and sodding, burlap installation, aquatic planting) or bio-technical (geotube®, enkamat®, geoweb®) shoreline protection or reclamation applications, in accordance to Chapter 472.003(3)(c) of Florida Statutes. Pursuant to your request we prepared proposal which includes the following items.

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

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

Preparation:

- A. Obtain project specific client/representative and property information, consulting.
- B. Research and investigation with government agencies having jurisdiction.

Items A-B base fee, including one time mobilization \$587.00

Measuring:

- C. Establish horizontal and vertical control using existing plan and survey provided by the owner or available from public sources.
- D. Bring vertical elevation, based on nearest County benchmark, if found. Otherwise, set-up a temporary bench mark in reference to observed water table and local landmarks – for contractor’s use only. Set-up staff gauge. Verify existing topographic survey, bathymetric survey and soil survey.
- E. Inspect headwalls and outfalls if visible, measure sediment in inlet prior to outfall.
- F. Measure existing control structures, if any exist within subject water bodies.

Items C-F base fee, including one time mobilization \$1,042.00



Landshore® Enterprises, LLC

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

Sampling:

- G. Shallow hand auger drilling
- H. Underwater core extraction with slide hammer and material retention inserts.
- I. Probing for suitable material.

Items G-I base fee, 2 samples, including one time mobilization \$235.00

Testing:

- J. Sieve analysis per ASTM C136.
- K. Texture identification and physical properties analysis, including shear strength test per ASTM D3080 or AASHTO T236.
- L. Dynamic cone penetration test per ASTM D6951 and ASTM Special Technical Publication #399, if necessary.
- M. Determine cohesion and angle of internal friction.
- N. Calculate slope stability.

Items J-N base fee, 2 samples, for soil types \$1,361.00

Analysis:

- O. Review slope geometry and soil parameters for compliance with current regulations and compare to originally permitted land development plans (if available) in order to identify potential safety and stability issues above and below water table.
- P. Suggest composite material combination for protection from elements.
- Q. Estimate volumes of in-situ material, determine amount of imported fill, if necessary.
- R. Provide preliminary opinion of probable costs.

Items O-R base fee \$1,740.00

Design:

- S. Prepare set of drawings based on aerial photographs, to scale, in state plane coordinates with cross sections, details, specifications and best management practices for storm water pollution prevention.

Item S, base fee \$3,045.00

We will begin work within two weeks of acceptance of this proposal pending receipt of retainer of \$4,005.00. The estimated cost for this work is **Eight Thousand Ten Hundred Dollars (\$8,010.00)**. Should you require services on this project beyond this scope of supply, we would revise this proposal to include items you may add or at your discretion we are available on a time and material basis.



Landshore® Enterprises, LLC

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

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

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

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

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

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

OPTIONAL SERVICES:

Circulation:

- A. Prepare maintenance of traffic plan.

Item A, base fee* \$500.00
(*for Florida Department of Transportation standard details - without detours)

Expediting:

- B. Provide civil engineering plans signed and sealed by a Florida Licensed Professional Engineer.
- C. Apply for review and approval from Broward County, South Florida Water Management District, Central Broward Water Control District, City of Pembroke Pines, and Florida Department of Environmental Protection.

Items B-C, base fee \$3,500.00



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Oversight:

- D. Provide periodic observations, site meetings with inspecting authorities, testing, Nephelometric Turbidity measurements per United States Environmental Protection Agency water quality guidelines, construction management and supervision.
- E. Perform as-built measurements – to verify project compliance with approved plans and cross sections.
- F. Certification to the Owner, project close-out and release with the government agencies having jurisdiction.

Items D-F, base fee..... T.B.D. based on Construction

Standard Paragraphs:

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

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

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

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

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

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



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

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

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

Measurements of lake depth and location data and its further graphical interpretation by Landshore® Enterprises, LLC using Geographic Information System (GIS) and its precision and accuracy are limited to the same of the reference information, methods and instruments used. It is understood that information will be collected by Landshore® Enterprises, LLC at the request of the Client, for his/her personal use such as providing more accurate estimate and submittal to the government agencies may require different standard or format.

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

Project Limitations:

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

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

Casus Fortuitous:

Neither the Client nor Landshore® Enterprises, LLC will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather



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Environmental Engineering, Erosion Control, Construction Management
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elements, strike, embargo, labor disputes, riots, civil or military authority, war, terrorist acts, acts of God, acts of omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control, except that the Client must pay for any services rendered.

Indemnification and Duty to Defend:

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

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

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

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

Qualifications:

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

Intellectual Property Rights:

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

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

Please note that State of Florida has a broad public records law under Florida Chapter 119. All state, county, and municipal records are open for personal inspection and copying by ANY person. Landshore® Enterprises, LLC hereby disclaim all liability arising from improper usage of its information for any other purposes except from



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what it was specifically intended and any damages, loss or harm to public welfare that such application or interpretation may possibly cause to the Client or third parties.

Permit and Submittal Fees:

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

Outside Service and Reproduction Fees:

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

Certificate of Merit:

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Landshore® Enterprises, LLC unless the Client has first provided Landshore® Enterprises, LLC with a written certification executed by an independent consulting engineer currently practicing in the same discipline as Landshore® Enterprises, LLC and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care for the profession. This certificate shall be provided to Landshore® Enterprises, LLC not less than thirty (30) days prior of the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

Client Termination Agreement:

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

Assignability:

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

Attorney's Fees:

The laws of the State of Florida shall govern all aspects of the parties' Agreement. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be



Landshore® Enterprises, LLC

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Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration*

entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. It is also agreed that such arbitration or litigation take place in Broward County, Florida.

Cooperation and Project Understanding:

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

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

Non-Solicitation and Hiring of Employees:

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

Invoicing and Payment:

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



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

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

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

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

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

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

Sincerely,
Landshore® Enterprises, LLC

Signature

Proposal Acceptance:

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

Signature

Name, Title

Date



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 14, 2022

Walnut Creek Community Development District
c/o Gloria Perez
2501A Burns Road
Palm Beach Gardens, FL 33410

Delivered via email

Walnut Creek Community Center Master Association Inc
TDSunshine Property Management, LLC, c/o Xareni Rivera
P.O. Box 122015
Fort Lauderdale, FL 33312

Delivered via email

**Subject: Walnut Creek Parcels B And G
First Notice of Noncompliance
Environmental Resource Permit (ERP) No. 06-02659-P
Broward County**

Dear Ms. Perez & Rivera:

As communicated by South Florida Water Management District (District) staff via telephone to Gloria Perez with Walnut Creek Community Development District and Xareni Rivera with TDSunshine Property Management, LLC on March 11, 2022, this letter is to provide notification that a perpetual inspection of the referenced project was conducted by South Florida Water Management District (District) staff on March 10, 2022. This inspection indicates that the project is not in compliance with the conditions of the ERP. Specifically, items that need to be addressed include the following:

1. Stormwater management structures within the conservation easement area require maintenance as structures have vegetation growing through and over them, while others have missing grates. Please have the stormwater structures cleared of vegetation and debris and grates affixed to all structures.
2. The conservation easement area contains exotic and nuisance vegetation that exceeds permit conditions. Please conduct maintenance of the conservation easement area.
3. To limit re-colonization of torpedo grass on the southern side of the preserve, please install a mix of bare root (20) twenty golden canna (*Canna flaccida*) and (20) twenty pickerelweed (*Pontederia cordata*) on 3-foot centers. Please complete the plant installation by June 30, 2022.
4. Please contact staff once maintenance has been conducted for re-inspection of the

treated preserve and to evaluate the locations for replanting.

5. Please remove all trash located within the conservation easement area.

The District requests correction of noncompliance items noted above within 30 days of the date of this letter.

If you have any questions or require additional assistance, please contact Daryl Stoddard at (561) 682-2919 or via email at dstoddar@sfwmd.gov.

Sincerely,



Daryl Stoddard
Senior Compliance Environmental Analyst, Environmental Resource Bureau

eEnclosures: Photo Exhibit ([Walnut Creek Preserve Inspection.pdf](#))
Location Map ([Permit 06-02659-P_LocMap.pdf](#))
Preserve Parcels ([Mitigation Parcels.pdf](#))

c: Sabrina Ladd, Resilient Environment Department (E-Mail)

This document is filed in the ePermitting system under Permit Number 06-02659-P via the Application/Permit Section on the Records Search home page

File Name: Walnut Creek Preserve

Date Photo Taken: 03/10/2022

Photo Taken By: Daryl Stoddard

Direction of View: E



Description: Field Inspection

Stormwater management structures with vegetation growing through and structures missing grates.

File Name: Walnut Creek Preserve

Date Photo Taken: 3/10/2022

Photo Taken By: Daryl Stoddard

Direction of View: N



Description: Field inspection
Discharge structure to be cleared of vegetation.

File Name: Walnut Creek Preserve

Date Photo Taken: 3/10/2022

Photo Taken By: Daryl Stoddard

Direction of View: NE





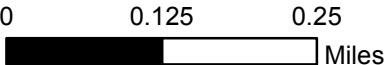




Description: Field inspection

Torpedo grass spreading out into the preserve, area to be treated and then replanted with native plants.



SFWMD GeoSpatial Services

<p>Exhibit No: 1</p>	<p>Exhibit Created On: 2018-01-26</p>	<p>BROWARD COUNTY, FL</p>	<p> Application</p> <p> Conservation Easement</p> <p>Permit No: 06-02659-P</p> <p>Application Number: 980715-4</p> 
<p>REGULATION DIVISION</p> <p>Project Name: WALNUT CREEK</p>   			<p>Created by</p>  <p>South Florida Water Management District</p> <p style="text-align: right;">Page 75</p>

Parcel Owner:
Walnut Creek Community
Development District

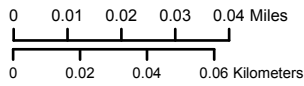
Parcel 514110191190
Conservation Easements E(District) Y(2020) S(SFWMDD)

Recorded Consent Agenda	Recorded Consent Agenda
Recorded Deed	Recorded Deed
Recorded Plat	Recorded Plat
Recorded Partial Release	Recorded Partial Release
Unrecorded Consent Agenda	Unrecorded Consent Agenda
Unrecorded Deed	Unrecorded Deed
Unrecorded Plat	Unrecorded Plat
Other Permitted Preserve Areas	Other Permitted Preserve Areas

Streets (by Functional Class)

1	1
2	2
3 and 4	3 and 4
5	5

RegGeoApp



DISCLAIMER:
This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property and is exempt from public records disclosure and confidential under Section 119.071(3)(a)(1), Florida Statute.



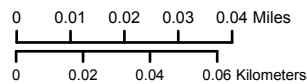
South Florida Water Management District
3301 Gun Club Road, West Palm Beach, Florida 33406
561-686-8800; www.sfwmd.gov





- Parcel 514110170020
 - Conservation Easements E(District) Y(2020) S(SFWM D)
 - Recorded Consent Agenda
 - Recorded Deed
 - Recorded Plat
 - Recorded Partial Release
 - Unrecorded Consent Agenda
 - Unrecorded Deed
 - Unrecorded Plat
 - Other Permitted Preserve Areas Other Permitted Preserve Areas
- Streets (by Functional Class)
- 1 1
 - 2 2
 - 3 and 4 3 and 4
 - 5 5

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Parcel Owner:
Walnut Creek Community
Development District

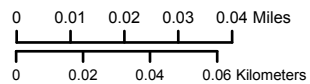
- Parcel 514110170100
 - Conservation Easements E(District) Y(2020) S(SFWM D)
 - Recorded Consent Agenda Recorded Consent Agenda
 - Recorded Deed Recorded Deed
 - Recorded Plat Recorded Plat
 - Recorded Partial Release Recorded Partial Release
 - Unrecorded Consent Agenda Unrecorded Consent Agenda
 - Unrecorded Deed Unrecorded Deed
 - Unrecorded Plat Unrecorded Plat
 - Other Permitted Preserve Areas Other Permitted Preserve Areas
- Streets (by Functional Class)**
- 1 1
 - 2 2
 - 3 and 4 3 and 4
 - 5 5



South Florida Water Management District
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RegGeoApp



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Issue Summary Report

FPI Security Services
Walnut Creek

Start: Mar 01, 2022 08:48 AM

End: Mar 31, 2022 09:48 AM

Total Reported 25
Total Completed 2
Total Pending 23

Total Level 1 12
Total Level 2 13
Total Level 3 0

Issue Type	Total	Comp	Pend
Flood (S1)	5	0	5
Property Damage (S1)	4	0	4
Tow Truck Assist (S1)	1	0	1
Trespassing (S1)	1	0	1
Assault (S1)	1	0	1
Disturbance (S2)	3	0	3
Door Found Open (S2)	3	1	2
Suspicious Activity (S2)	2	0	2
Resident / Guest Assist (S2)	2	1	1
Animal Related (S2)	1	0	1
Noise Complaint (S2)	1	0	1
Emergency Vehicle: EMT (S2)	1	0	1

Issue Type	Total	Comp	Pend
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Issue Type	Total	Comp	Pend
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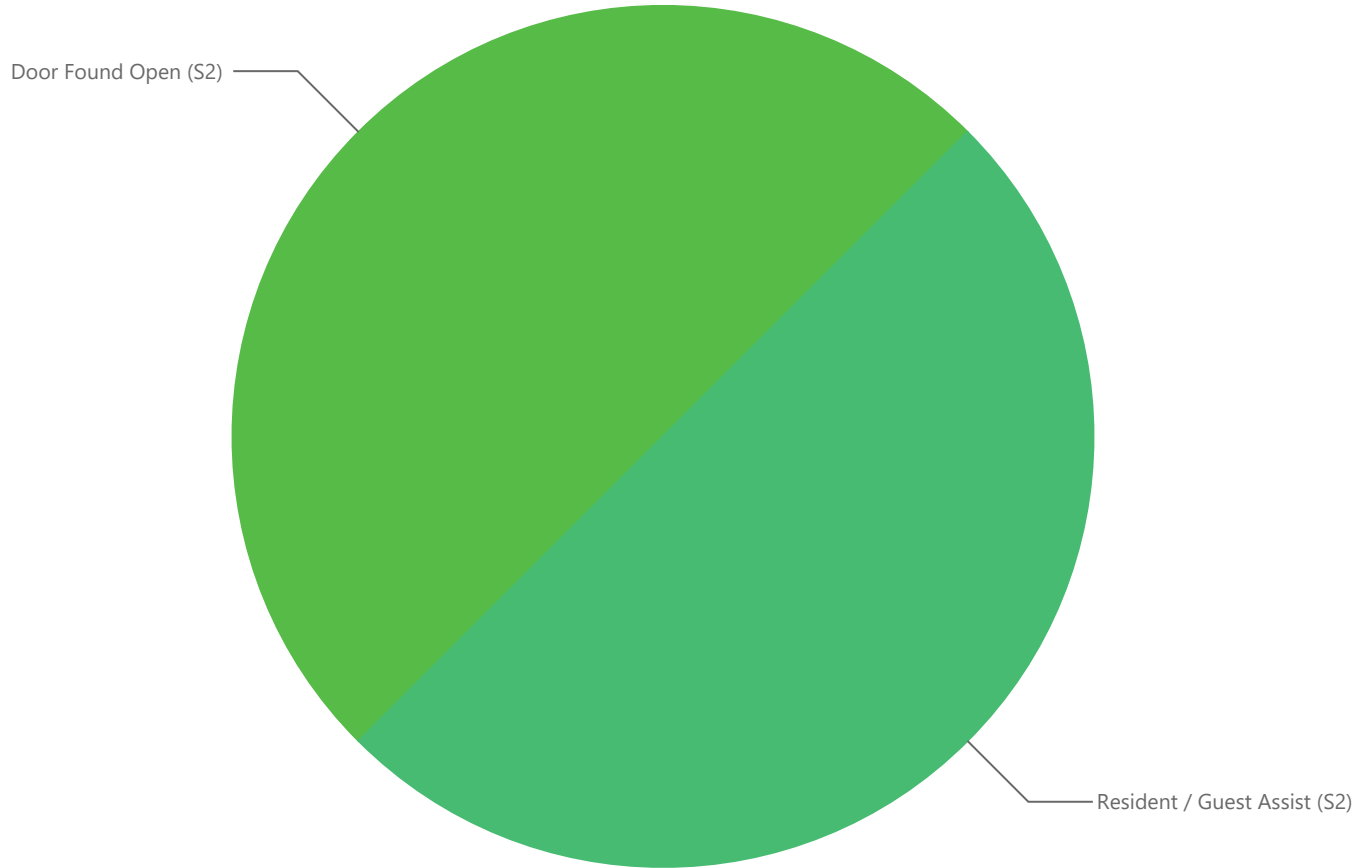
Issue Summary Report

FPI Security Services
Walnut Creek

Start: Mar 01, 2022 08:48 AM

End: Mar 31, 2022 09:48 AM

All Issues



The logo features a stylized 'V' on the left, composed of a blue diagonal bar and a black shape with a white dot. To the right, the word 'visitors' is written in a large, dark grey sans-serif font, with the 'i' having a dot. Above 'visitors', the word 'Module' is written in a smaller, blue sans-serif font.

Module visitors

Prepared for:

Walnut Creek Community

7500 NW 20th St.
Pembroke Pines, FL 33024

Special District Services, Inc.

Contact Person:
Gloria Perez
(786) 985-8848
gperez@sdsinc.org

Prepared by:

Luis Gonzalez
1867 NW 97th Ave Ste 105
Miami FL 33172
(786) 342-7323 / (786) 287-4726

Prepared on:

October 19, 2021
Proposal: 091021-098
To be presented in the state of Florida
Valid thru: November 31, 2021

What's Inside:

About us	2
Our Software	2
Proposal	3
Terms & Conditions	4

Thank you for your interest in using our Visitors Module integration.

Simplicity, Innovation & Confidence...

About Us

The company specializes in the development of software solutions to improve the effectiveness of daily duties by making those processes simple and innovative, which brings creative confidence to our clients.

Thanks to our research and development department, our solutions are refined every day to meet our customers' expectations.

"Simple and Innovative Software Warehouse that you can Trust."

Visitors Platform

The Visitors Module is a friendly and easy to use integrated software; to register people and vehicles accessing your property, allowing and maximizing the security controls, expedite processing registration time for guests and visitors, allowing real-time reports necessary for making decisions, connecting the Security Company, Homeowners Association, and the Property Management in the same environment.

Advantages

- No Contract required.
- 24/7 dedicated Amazon servers.
- Automatic daily backups in secure locations, keeping data and information safe.
- Web-based system with multi-platform design.
- Intuitive navigation and user-friendly.
- Access through different portals according to the type of user.
- Control and manage resident information, permanent visitors, realtors, contractors, and others.
- Configuration with different levels of control to suit the needs and community requirements.
- Helps to identify excessive & irregular traffic patterns into the property.
- Reduces data entry errors and grammar mistakes.
- Streamlines Visitor processing.
- Integration capability to the Security Online Solutions app.
- Possible hardware integration capabilities.
- Cost efficiency.

"Improve workflow, save money and increase the overall efficiency."

Proposal

Visitors Module Package

Service Description: 24/7 Web-based Visitors Module management for: Residential HOA.

Total Units #: 895

Total Gatehouses #: 01

Description Details:	Charges & Fees
<ul style="list-style-type: none"> Complete “Visitors Module” Monthly Service package <ul style="list-style-type: none"> ✓ Security Guardhouse Web-Portal ✓ Security Guardhouse App-Smartphone Version ✓ Security Company Admin Web-Portal ✓ Property Admin Web-Portal ✓ Residents Web Portal (My Property Access) ✓ Residents App Access (My Property Access) ✓ Reports Module Visitors Module Annual Contract One-time configuration and setup fees Driver’s License Barcode Scan <u>Corded</u> (01 Device)* Phone call integration over PC (01 fixed line number) Communications Mobile & Landline Services (US Only) Thermal Printer (Citizen CT Series) (01 Device)* Remote Visitors Platform Training 	USD 895.00 Monthly fee Included Included Included Included Included Included Included No Contract required USD 1,495.00 USD 495.00 Included Included USD 495.00 Included up to 04 hours
<p>❖ <i>Minimum monthly rate has been applied to this community.</i></p>	
<p>Total Estimate Installation USD 2,485.00</p> <p>Total Monthly fee USD 895.00</p> <p>Total First Payment USD 3,380.00</p>	

General System Requirements:

- | | |
|--|--------------------|
| • Computer with Windows 10 or up | Provided by Client |
| • Monitor minimum 22’ or up (touch screen recommended) | Provided by Client |
| • Internet (High Speed 100/25 Mbps (recommended)) | Provided by Client |
| • APC Battery Backup (600VA) | Provided by Client |
| • Smartphone 32gb or up, Samsung (recommended) | Provided by Client |

Note: Security Online Solutions do not set up any brand-new computer. Computer must be fully operative by the IT Community.

Terms & Conditions

1. We provide a monthly subscription service; we do NOT sell our platform or any software. Please be aware that you are NOT buying any software.
2. The data always belongs to the community association, NOT to the Property Manager nor the Security Company.
3. **NO Annual contract is required.**
4. All service fees are billable in advance every first (01) day of the month on a recurring billing cycle. Any overage fees or additional subscription fees are also billable in the next billing cycle.
5. **Payment is accepted only by Credit Card or E-Check (ACH Bank).** Any payment received by mailed check will incur an additional administration fee charge of \$35.00; The administration fee will be charged on the next monthly billing cycle.
6. Any Credit Card or E-Check that is declined or returned will incur an additional administration fee charge of \$35.00; The return fees will be charged on the next monthly billing cycle.
7. On-time configuration fee is NON-refundable.
8. Remote customer support is included. Administrator or Supervisor re-training will be billed at 45.00 USD per hour.
9. Security Online Solutions is **NOT** responsible for:
 - a. Equipment supplied by the client, loss or damages by misuse: water, electrical overload, etc.
 - b. Hardware support, software updates or other updates not related to "Visitors Module"
 - c. Barcode Scan-reader equipment warranty is valid for the first 90 days.
 - d. Managing any data and/or information after initial setup and configuration.
10. One-time configuration and setup fees:
 - a. Client must provide all digital data to import and setup community-provided Excel data including residents full name, address, telephone, e-mail, "Permanent Visitors", vehicles and other such information needed to be in the community database to be uploaded to the platform.
 - i. Data transcription and/or verification is NOT included.
 - ii. Paper to digital data transcription requires a preliminary analysis and a service quote approval.
 - b. Site platform configuration.
 - c. Daily data backup configuration.
 - d. Initial training of administration/officers and staff.
 - e. Test to ensure that the database meets the community's needs.
11. Occasionally, access to the website may be unavailable, delayed, limited, responding slow, or have service interruption due to causes beyond the control and/or responsibility of "SOS". Examples are as follows:
 - a. Equipment failure, including but not limited to the fault of computers and mobile phones (including yours), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment.
 - b. Flaws in computer programs, including inter alia programming errors, viruses, configuration problems, incompatibility of systems, utilities or applications, application firewall or screening programs, unreadable codes, or irregularities within certain documents or other content.
 - c. Overload capabilities of the system.
 - d. Any damage caused by inclement weather, earthquake, war, insurrection, riot, civil commotion, casualty, accident, fire, water damage, explosion, mechanical breakdown or natural disaster.
 - e. Interruption (total or partial) of the power supply or other public service.
12. Optional hardware prices may change without notification.
13. Pricing is subject to applicable sales and use tax rates*.
14. Orders will not be processed until payment is received, unless otherwise stated or pre-approved.
15. To use the platform, you accept our privacy policies, terms of use and sales terms.



BENEFITS

- ✔ *User-friendly*
- ✔ *Paperless record-keeping*
- ✔ *Daily data backup*
- ✔ *Improve the services to the Community*
- ✔ *Keeps Property Management informed*
- ✔ *Lowers traffic volumes*
- ✔ *Expedite process*
- ✔ *Monitor from anywhere*
- ✔ *Gatehouse Portal*
- ✔ *Data always encrypt*
- ✔ *Unlimited data storage*

FEATURES

- ▶ *Multiplatform Design*
- ▶ *Web-based solution*
- ▶ *Visitor tracking*
- ▶ *Security Company Portal*
- ▶ *Property Management Portal*
- ▶ *Community Access Portal*
- ▶ *Quick search information*
- ▶ *Powerful reporting & statistics*
- ▶ *Driver's license scanning*
- ▶ *Secure Servers*
- ▶ *Improve workflow*

REPORTS

- ▶ *Visitors search*
- ▶ *Visitor access by unit*
- ▶ *Vehicle search*
- ▶ *Occupant information*
- ▶ *Permanent visitor search*
- ▶ *Traffic statistics by date range*
- ▶ *Occupant search*
- ▶ *Identify abnormal unit activity*

ADVANTAGES

- 1 Web-based system
- 2 Identifies excessive traffic patterns
- 3 Tracks call information & results
- 4 Non working phone number notification
- 5 Simplified data management portal
- 6 Cost efficiency
- 7 Streamlines visitor processing



SCHEDULE A
FREE DEMO NOW

Module
visitors



Security Online Solutions.
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Doral, FL 33172
☎ +1 (786) 618-2267
✉ info@SecurityOnlineSolutions.com

**THE BEST TOOL
TO CONTROL**

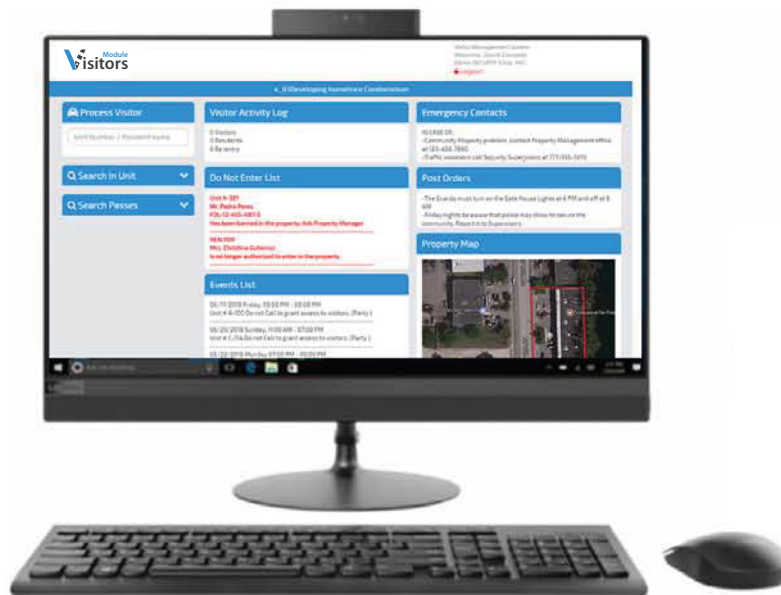
Your *security*
gatehouse



Module
visitors

*Register and announce guest,
vendors and vehicles.*





| VISITORS MODULE

The Online Visitors Management platform, maximize the security controls and improve the visitors registration time, allowing real-time reports necessary for making decisions, connecting the Security Company, Homeowners Association and the Property Management in the same environment.

ADVANTAGES FOR





SECURITY COMPANIES ADVANTAGES

- 1** Intuitive navigation, touch screen and user-friendly multi-platform design.
- 2** Minimize officers training time.
- 3** Expedite the visitor registration and waiting time.
- 4** Reduces the data entry errors & misspellings.
- 5** Real-Time email paperless reports.
- 6** Analytical and statistical reports to determine specific unit issues.
- 7** Helps to identify irregular traffic patterns into the property.
- 8** Money saving in transferring, filing and storage documents.
- 9** Detailed real-time Post Orders. (Detailed activities instructions to be carried out by the security personnel).
- 10** Integration capability to the Security Online Solutions app.

Visitors Module Keeps your Property Manager informed and in control of the units, occupants, authorized vehicles and number of registered permanent visitors. Improving the services to the Community and Property Management.



PROPERTY MANAGEMENT ADVANTAGES

- 1** Free access with an independent portal for registration and management the community data.
- 2** Unlimited uploading PDF files. (leasing agreements, driver licenses, warnings, images, etc.).
- 3** Community configuration with different levels of control to suit the needs and community requirements. (Monthly vehicle overnight passes per unit, number of registered permanent visitors, etc.).
- 4** Control and manage residents information, permanent visitors, realtors, and others.
- 5** Capability to register units warnings, notes, comments, etc. To alert security officers in their guard portal, about the units, their residents, as well as about the rules, restrictions of visitors and / or contractors and other relevant information or warnings.
- 6** Inventory of vacant, rented, for rent or occupied units, as well as the ones that require profile update.

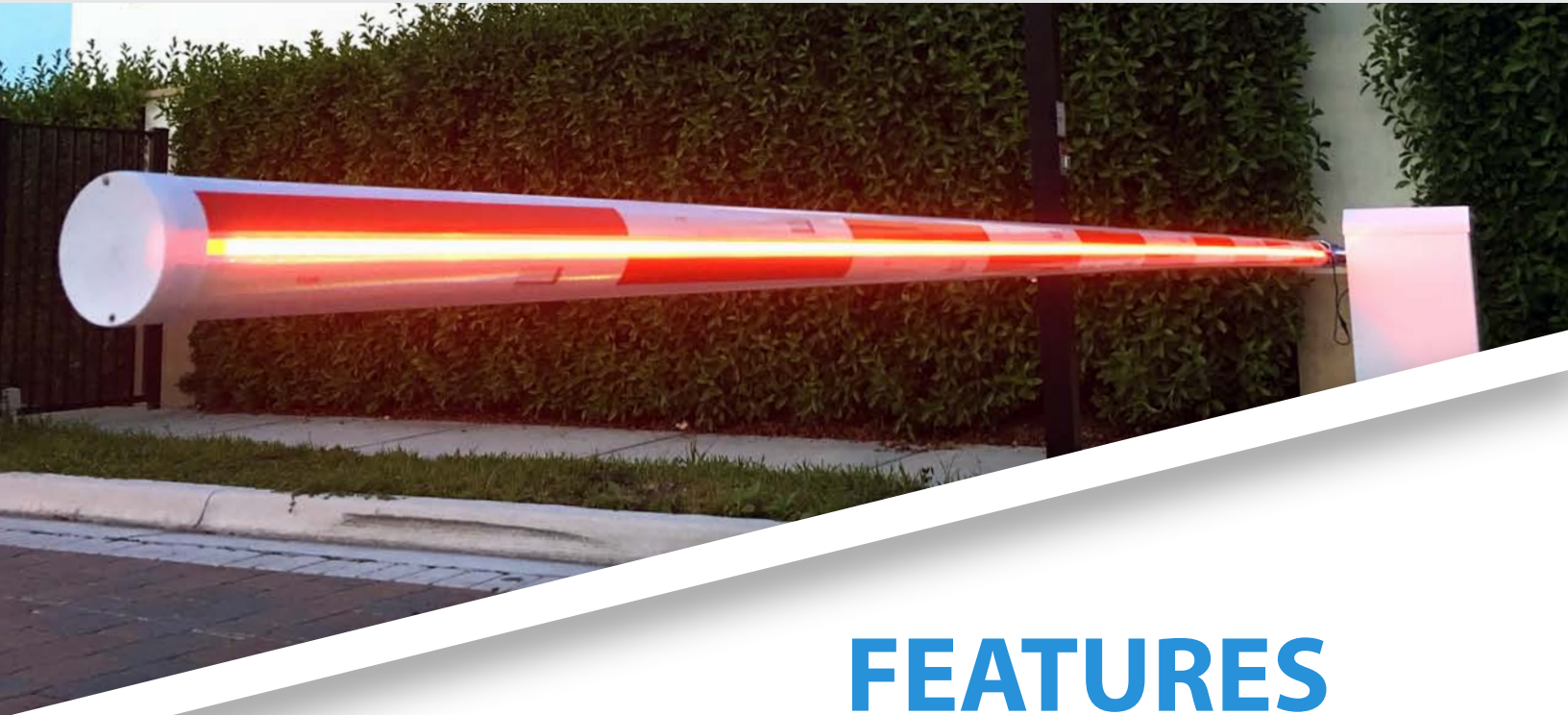
Visitors Module increases the management control of the unit's information, the residents, their vehicles and their visitors; expedite processing at the gate, lowers the traffic volume in the line and improve the services to the residents.



HOMEOWNER AND RESIDENTS ADVANTAGES

- 1** Free access to an independent portal for their own data review and registration 24/7.
www.mypropertyaccess.com/communityname.
- 2** Customized residents community portal with unique login access.
- 3** Streamline access times to expedite community guest and visitors registration.
- 4** Registration and removal of permanent visitors, contractors, therapist, etc. Expediting their registration and access at the security gate.
- 5** Access to search and review their individual unit historical Visitors registration log.
- 6** Allows the resident to update their own phone numbers that they would like the Security to call and announce their visitor.

Visitors Module allows residents to review their occupants, registered vehicles, manage their permanent visitors and also review on their visitors traffic log.



FEATURES

- ▶ **Online cloud platform.**
- ▶ **Easy to use**, intuitive design.
- ▶ **Touchscreen design.**
- ▶ Automatic daily Remote Backups in secure locations.
- ▶ 24x7 Dedicated Servers located in Ashburn, Virginia, with multi internet service providers and power generators.
- ▶ Search by different fields parameters.
- ▶ Access through different portals according to the type of user.
- ▶ **Available for any device** (Desktop, tablet, mobile).
- ▶ Multiple analytical and statistical reports.
- ▶ Allows visitor's passes printing.
- ▶ Process the driver license data capture.
- ▶ Driver's license scan and automatic data capture to expedite processing and minimize misspellings.



Security Online Solutions.

📍 1867 NW 97th Ave, Suite # 105

Doral, FL 33172

☎ +1 (786) 342-7323

Office Hours Monday - Saturday 7 AM - 10 PM

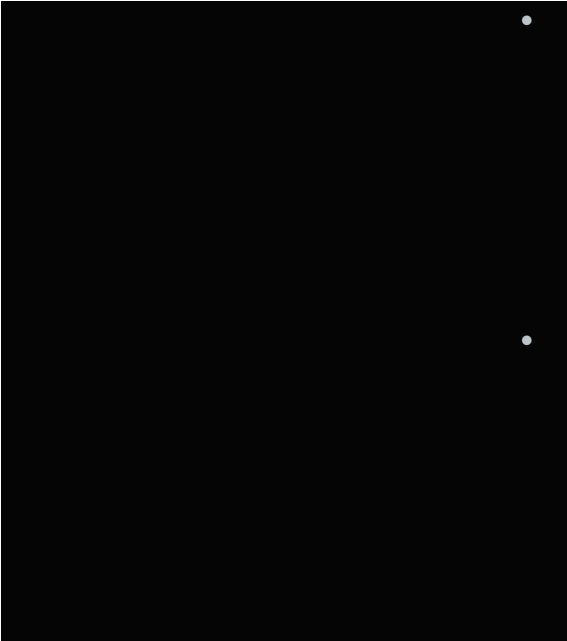
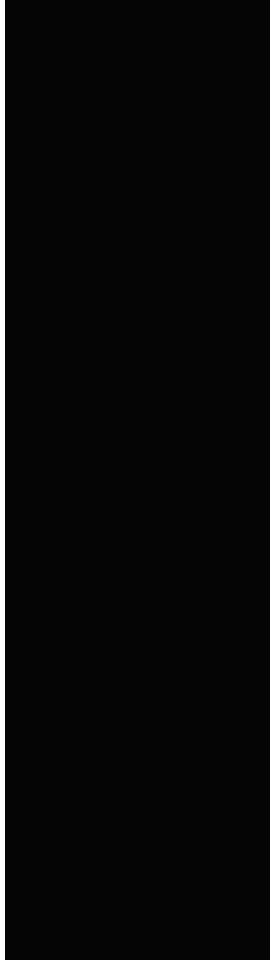
Sunday 10 AM - 5PM

✉ info@SecurityOnlineSolutions.com

🌐 www.SecurityOnlineSolutions.com

ABDI SERVICES PROPOSAL

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**





S2445METAL 24" All Metal Standing Computer Desk - Black

- **\$ 279.00**

- **SAVE \$ 50.00**

- 1 review

Starting at \$26/mo with [Affirm](#). [Prequalify now](#)

Quantity

+/-

Add to Cart

S2445METAL 24" Wide All Metal Standing Computer Cart w/keyboard tray + Mouse tray

- **4 ventilated metal shelves** + sliding keyboard or laptop shelf + sliding mouse tray.

Regular Price: ~~\$329.00~~

Sale Price: \$279.00!

+ Shipping: \$75.00 (contiguous U.S.)

BACK IN STOCK!



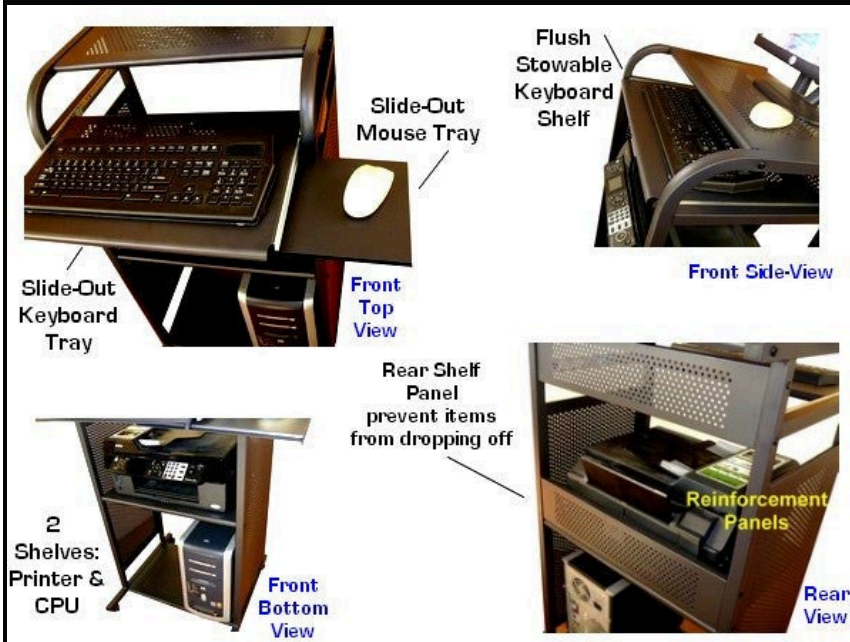
With the S2445-METAL black computer desk, easily set-up a **24" wide portable stand-up computer workstation** in any spot. For a desktop PC or a laptop. It is designed so that the laptop can be also be used on the sliding keyboard shelf.



Easy Transportation

Very easy to transport. All panels are ventilated and powder coated in satin black. The side panels help hide the wiring, while allowing ventilation. The rear has open access to devices and includes 2 reinforcement panels. The shelves also include reinforcement

tubes.



The sliding keyboard tray also includes a sliding mouse tray. The middle shelf is generally used for a printer and the bottom shelf has ample headroom for a CPU.



Ideal for inventory control, PC stations, trade shows, presentations, etc....

The sliding mouse tray can be assembled on the left or right. The keyboard shelf slides back in and the mouse tray completely slides under the keyboard shelf. The top shelf has an extended rear edge to allow installing clamp-on LCD desk stands or laptop arms.

- Dimensions ("):

* Overall: 24 W x 25 D x 45 H

* Top Shelf: 21.5 W x 13.5 D

- * Keyboard shelf: 20.75 W x 13.5 D
- * Mouse Tray: 11 W x 8.25 D
- * Middle and Bottom Shelves: 21.5 W x 16 D
- * Top Shelf height (from floor to top): 45
- * Keyboard shelf height (from floor to top of keyboard): 41
- * Height between bottom shelf and middle shelf: 19.75
- * Height between middle shelf and bottom of keyboard shelf: 15.75
- * Height from keyboard shelf to top shelf: 4
- * **New 3" casters (not shown in images yet)**
- * **Colors:** Satin Black



[Click image to open expanded view](#)

Line Leader Large AV Cart with Locking Cabinet & Drop Leaves | Height Adjustable Utility Cart | Includes Pullout Keyboard Tray & Cord Management | Easy Assembly (54in x 18in x 42in / Black)

[Visit the Stand Steady Store](#)
4.0 out of 5 stars_ 54 ratings

| 15 answered questions

Price: ~~\$459.99~~\$459.99

Get a **\$100 Amazon.com Gift Card** upon approval for the Amazon Business American Express Card. Terms apply.

Size: **18" L x 54" W x 42" H**

18" L x 46" W x 42" W

\$459.99

18" L x 54" W x 42" H

\$459.99

Assembly options: Get expert assembly [Details](#)

Without expert assembly

Expert assembly

+\$129.99 per unit

What's included

Brand	Stand Steady
Compatible Devices	Projectors, Keyboard, Laptops
Color	Black
Material	Alloy Steel, Metal
Item Dimensions LxWxH	24 x 35 x 21 inches