



Rizzetta & Company

World Commerce Community Development District

**Board of Supervisors' Meeting
October 20, 2020**

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

www.worldcommercecdd.org

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084

Board of Supervisors

Curtis Robinson	Chairman
Elizabeth Pappaceno	Vice Chairman
Karen McNairn	Assistant Secretary
Kenneth Hall	Assistant Secretary
Jeffrey Silagy	Assistant Secretary

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

Wes Haber	Hopping Green & Sams, P.A.
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District Engineer

Ryan Stilwell	Prosser
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All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

October 13, 2020

**Board of Supervisors
World Commerce Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of World Commerce Community Development District will be held on **Tuesday, October 20, 2020 at 9:00 a.m.** via teleconference or video conference, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, 20-193 and 20-246, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on August 18, 2020.....**Tab 1**
 - B. Ratification of the Operation and Maintenance Expenditures for July 2020 and August 2020.....**Tab 2**
 - C. Acceptance of Engagement for Arbitrage Rebate Calculation Series 2004-A-1, Period Ending January 31, 2020.....**Tab 3**
 - D. Consideration of Appointment to Seat 4.....**Tab 4**
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape
 - 1.) BrightView Landscape Report, October 13, 2020.....**Tab 5**
 - 2.) Consideration of Entry Enhancement Improvements.....**Tab 6**
 - D. District Manager
 - 1.) Charles Aquatics Pond Report, September 9, 2020.....**Tab 7**
- 5. BUSINESS ITEMS**
 - A. Consideration of Access and Maintenance Easement for Landscape and Fountain Improvements.....**Tab 8**
 - B. Ratification of Approval for Fiscal Year 2020-2021 District Insurance Policy Renewal.....**Tab 9**
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher
Lesley Gallagher
World Commerce
Community Development District

CALL TO ORDER / ROLL CALL

PUBLIC COMMENTS

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**WORLD COMMERCE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of World Commerce Community Development District was held on **Tuesday, August 18, 2020 at 9:00 a.m.** via teleconference at 813-658-6070 guest code 440109, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting.

Present and constituting a quorum:

Curtis Robinson	Board Supervisor, Chairman
Liz Pappaceno	Board Supervisor, Vice Chairman
Jeff Silagy	Board Supervisor, Assistant Secretary
Kenneth Hall	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company
Wes Haber	District Counsel, Hopping Green & Sams
Ryan Stilwell	District Engineer, Prosser
Michael Cills	Representative, Steinman & Co.
Rodney Hicks	Branch Manager, BrightView Landscaping
James Knight	Representative, BrightView Landscaping
David Lara	Representative, BrightView Landscaping

Public via teleconference

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher called the meeting to order at 9:11 a.m. and read the roll call.

SECOND ORDER OF BUSINESS**Public Comments**

No public comments.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting held on June 16,2020**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on June 16, 2020 for World Commerce Community Development District.

FOURTH ORDER OF BUSINESS**Consideration the Operation and
Maintenance Expenditures for June
2020**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board ratified Operation and Maintenance Expenditures for June 2020 in the amount of \$19,893.99 for World Commerce Community Development District.

FIFTH ORDER OF BUSINESS**Consideration of Recommendation of
Audit Committee**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board accepted Audit Committee recommendation of Grau & Associates for Audit Services for Fiscal Years 2020, 2021 and 2022 for World Commerce Community Development District.

SIXTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
Mr. Haber updated the Board on the Governor's extension of his order waiving in person quorum requirements and was available for questions.
- B. District Engineer
Mr. Stilwell had no specific report but was available for questions.
- C. Landscape
 - 1.) BrightView Landscape Report, August 2020
 - 2.) Consideration of Entry Enhancement ImprovementsMr. Hicks reviewed the BrightView report found under Tab 3 of the agenda. The Board then reviewed two (2) enhancement options labelled North Entrance and one option labelled South Entrance. Discussions ensued. The Board then tabled the proposals until the October meeting at which BrightView would provide additional information on pavers and lighting. The Board also requested option B for the North Entrance be reviewed to include this additional information rather than option A.

D. District Manager

1.) Innovative Fountain Service Report, July 20, 2020

2.) Charles Aquatics Pond Report, July 16, 2020

Ms. Gallagher noted that the access issue noted on the pond report had been resolved.

SEVENTH ORDER OF BUSINESS

**Discussion Regarding Buc-ee's
Impacts on CDD Landscape**

Mr. Haber and Ms. Gallagher updated the Board regarding ongoing correspondence between Buc-ee's and the CDD since the last meeting.

BrightView reviewed their proposal included under Tab 7 of the agenda which outlined potential CDD irrigation impacts and noted that they would continue to keep the District Manager updated if any further damage occurs.

Staff will also continue to try to work with Buc-ee's to prevent additional damage and update the Board accordingly.

EIGHTH ORDER OF BUSINESS

**Consideration of Contract Renewals,
BrightView Landscaping Services,
Xylem Water Solutions U.S.A.,
Innovative Fountain Services and
Charles Aquatics**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board approved the automatic contract renewal for BrightView to include a 3% increase per the terms of the agreement and contract renewals with Xylem Water Solutions U.S.A., Innovative Fountain and Charles Aquatics at no change to their current pricing for World Commerce Community Development District.

NINETH ORDER OF BUSINESS

**Ratification of Agreement between St.
Johns County Property Appraiser and
World Commerce CDD**

On a motion by Mr. Robinson, seconded by Ms. Pappaceno, with all in favor, the Board ratified the Chairman's approval of the Agreement between St. Johns County Property Appraiser and World Commerce CDD for World Commerce Community Development District.

TENTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2020-
2021 Final Budget**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board opened the Public Hearing on Fiscal Year 2020-2021 Final Budget for World Commerce Community Development District.

Ms. Gallagher reviewed that there were no changes to the overall budget amount since proposed.

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board closed the Public Hearing on Fiscal Year 2020-2021 Final Budget for World Commerce Community Development District.

1.) Consideration of Resolution 2020-08, Approving Fiscal Year 2020-2021 Final Budget

On a motion by Mr. Silagy, seconded by Mr. Hall, with all in favor, the Board adopted Resolution 2020-08, Approving Fiscal Year 2020-2021 Final Budget for World Commerce Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-09,
Imposing Special Assessments and
Certifying the Assessment Roll**

On a motion by Mr. Robinson, seconded by Ms. Pappaceno, with all in favor, the Board adopted Resolution 2020-09, Imposing Special Assessments and Certifying the Assessment Roll for World Commerce Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-10,
Designating Date, Time and Location
of Fiscal Year 2020-2021 Regular
Board of Supervisors' Meetings**

On a motion by Ms. Pappaceno, seconded by Mr. Hall, with all in favor, the Board adopted Resolution 2020-10, Designating Date, Time and Location of Fiscal Year 2020-2021 Regular Board of Supervisors' Meetings for World Commerce Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-11,
Declaring Vacancy, Seat #4**

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board adopted Resolution 2020-11, as amended to correct the document title to Seat #4, for World Commerce Community Development District.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2020-12,
Amending District Boundaries**

Mr. Haber reviewed Resolution 2020-12 and that this resolution authorizes the initiation of the process to amend the District Boundaries as discussed at the June 16, 2020 meeting.

On a motion by Ms. Pappaceno, seconded by Mr. Robinson, with all in favor, the Board adopted Resolution 2020-12, Amending District Boundaries for World Commerce Community Development District.

FIFTEENTH ORDER OF BUSINESS**Consideration of Boundary
Amendment Funding Agreement**

Mr. Haber reviewed the Boundary Amendment Funding Agreement which outlines that the Landowner would pay for all cost associated with the amendment of the Boundary.

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board approved Boundary Amendment Funding Agreement for World Commerce Community Development District.

Ms. Gallagher and Mr. Haber then noted that it had been discovered through the research dealing with Buc-ee's impacts that the CDD did not have an easement recorded for the area surrounding where the fountain sits which would evidence the District rights to access and maintain this property. They will bring additional information to the next meeting.

SIXTEENTH ORDER OF BUSINESS**Supervisor Requests**

There were no supervisor requests.

SEVENTHEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adjourned the meeting at 10:09 a.m. for World Commerce Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures July 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$19,818.83**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	003227	6885263	Exterior Maintenance 07/20	\$ 9,364.76
Charles Aquatics, Inc	003228	39219	Monthly Aquatic Management Services 07/20	\$ 475.00
Florida Power & Light Company	003219	74760-43505 06/20	185 International Golf Pkwy 06/20	\$ 1,668.39
Florida Power & Light Company	003229	Electric Summary 06/20	Electric Summary 06/20	\$ 161.30
Grau and Associates	003226	M3477028M076	Audit for FYE 09/30/19	\$ 69.00
Innersync	003222	18633	Quarterly ADA Website Services 05/20	\$ 384.38
Innovative Fountain Services	003223	2020472	Fountain Maintenance 06/20	\$ 320.00
Prosser, Inc.	003224	44152	Project 101029.60 Engineering Services 05/20	\$ 2,560.00
Rizzetta & Company, Inc.	003220	INV0000050782	District Management Fees 07/20	\$ 4,716.00
Rizzetta Technology Services, LLC	003221	INV0000006021	Website Hosting Services 07/20	\$ 100.00
Report Total				<u>\$ 19,818.83</u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures August 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,108.41**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	003235	6928115	Exterior Maintenance 08/20	\$ 9,364.76
Curtis J Robinson	003242	CR08182020	Board of Supervisors Meeting 08/18/2020	\$ 200.00
Elizabeth Pappaceno	003240	LP08182020	Board of Supervisors Meeting 08/18/2020	\$ 200.00
Florida Power & Light Company	003230	74760-43505 07/20	185 International Golf Pkwy 07/20	\$ 1,668.39
Florida Power & Light Company	003237	Electric Summary 07/20	Electric Summary 07/20	\$ 130.02
Hopping Green & Sams	003231	115771	General/Monthly Legal Services 05/20	\$ 940.00
Hopping Green & Sams	003239	116546	General/Monthly Legal Services 06/20	\$ 1,375.92
Hopping Green & Sams	003239	116547	General/Monthly Legal Services 06/20	\$ 344.50
Innovative Fountain Services	003236	2020563	Fountain Maintenance 07/20	\$ 320.00
Jeffrey J. Silagy	003243	JS08182020	Board of Supervisors Meeting 08/18/2020	\$ 200.00
Kenneth O. Hall II	003238	KH08182020	Board of Supervisors Meeting 08/18/2020	\$ 200.00
Prosser, Inc.	003232	44252	Project 101029.60 Engineering Services 06/20	\$ 4,601.50
Prosser, Inc.	003241	44376	Project 101029.60 Engineering Services 07/20	\$ 317.20

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003233	INV0000051793	District Management Fees 08/20	\$ 4,716.00
Rizzetta Technology Services, LLC	003234	INV0000006122	Website Hosting Services 08/20	\$ 100.00
The St. Augustine Record	003244	07212020	Legal Ad Invoice 07/20	<u>\$ 430.12</u>
Report Total				<u>\$ 25,108.41</u>

Tab 3



LLS Tax Solutions
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

October 8, 2020

World Commerce Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to World Commerce Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$21,380,000 World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds Series 2004A-1

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ended June 30, 2020, June 30, 2021, and June 30, 2022 is \$1,500, which is \$500 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
World Commerce Community Development
District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 4

Hello,

I am interested in running for the vacant seat on the World Commerce CDD board.

Please let me know what information you need from me. Thank you!

Kenneth Hall
203-915-7364

STAFF REPORTS

District Counsel

District Engineer

Landscape

Tab 5

Quality Site Assessment

General Information

Property Name: World Comm Center

Date: Tuesday, October 13, 2020

Next Inspection Date: Monday, January 13, 2020

Client Attendees:

Brightview Attendees: Steve Mcavoy

CUSTOMER FOCUS AREA:

Focal areas and weed control

CARRYOVER ITEMS (CheckBox = DONE):

- ☒ Palms scheduled to be pruned the 2nd week of June
- ☒ Growth Solutions will be completing their 2nd application of growth regulator at the end of June.
- ☒ Turf application was applied on June 8th. This consisted of fertilizer, insecticide, pre m, and weed control. Turf color improving
- ☒ Selective pruning to be completed
- ☒ Mowing, edging, line trimming, and blowing are on a weekly schedule.
- ☒ Detail- weed control of concrete and beds are on regular rotation along with shrub trimming
- ☒ Need to keep all signs clear and visible
- ☒ Pond mowing needs to be scheduled

MAINTENANCE ITEMS:

- 1) Starting mid October Mowing, edging, line trimming will be completed every other week. Off mowing weeks we will concentrate on detail items(weeding, shrubs trimming, tree pruning, and winter cutbacks)
- 2) Trash and debris are being removed weekly
- 3) Turf color is good
- 4) Oak trees need to be lifted and structurally pruned
- 5) Shrubs pruning is being completed on a weekly rotation
- 6) Pond mowing was completed at the end of September. Additional line trimming to be completed in October across from Buc-ees
- 7) Roses were cut back and treated with fertilizer, insecticide, and fungicide in October
- 8) Turf was treated with fertilizer, insecticide, and fungicide app

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Palm at east entrance is scheduled to be removed. Waiting for turf area to dry out for access.
- 2) Encroaching wood lines need to be cut back

NOTES TO OWNER/CLIENT:

Quality Site Assessment

Maintenance Items

Turf color is good



[1 / 3]

Maintenance Items

Oak trees need to be lifted and structurally pruned



[2 / 3]

Maintenance Items

Shrubs pruning is being completed on a weekly rotation



[3 / 3]

Quality Site Assessment

Recommendations for Property Enhancements

Palm at east entrance is scheduled to be removed. Waiting for turf area to dry out for access.



[1/1]

Tab 6

Proposal for Extra Work at World Comm Center

Property Name	World Comm Center	Contact	Lesley Gallagher
Property Address	500 World Commerce Pkwy Saint Augustine, FL 32092	To	World Commerce Center CDD
		Billing Address	c/o Rizzetta and Company 8529 S Park Cir Ste 330 Orlando, FL 32819

Project Name World Comm Center: North and Entrance Redo Option B: Washingtonia Palm Option(Revised 8.18.20)

Project Description Landscape Enhancements

Scope of Work

QTY	UoM/Size	Material/Description	Total
North Entrance Option B:			\$82,906.53
1.00	LUMP SUM	Prep area for install of plants remove any mulch or sod for new plants. Grade bed. Dispatch of Crews	
1.00	LUMP SUM	Remove Medjools Palm and Grinds Stumps	
1.00	LUMP SUM	Stump Grind Existing Stumps	
5.00	EACH	Washingtonia 25'ht - Installed	
5.00	EACH	Washingtonia 27'ht - Installed	
1.00	EACH	Nellie R Stevens Holly 12'ht x 6' Spread (Full To Ground) - Installed	
1.00	EACH	Nellie R Stevens Holly 10'ht x 5' Spread (Full To Ground) - Installed	
1.00	EACH	Live Oak 10" Cal, 30' Ht x 16' Spread - Installed	
7.00	EACH	Burfordii Hollie 7 gal. - Installed	
8.00	CUBIC YARD	Fill Dirt - Installed (To bring grade up on right side)	
200.00	BAG	Mulch - Installed	
1,000.00	SQUARE FEET	St Augustine Sod- Installed (For any rut damage due to crane and for where stump were located)	
11.00	EACH	Tree Stakes for Palms and Trees	
1.00	EACH	Skid Steer Machine Rental	
1.00	LUMP SUM	3 - 40'ht Flag Poles - Installed (With Requested Custom Flag, American Flag, and Florida Flag)	
1.00	LUMP SUM	3 - 36" Diameter Paver Base (Match with Existing) and LED Lighting For each Flag Pole	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specified areas	

For internal use only

SO# 7301035
JOB# 346102100
Service Line 130

Total Price \$82,906.53

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

District Manager

Signature	Title
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Lesley Gallagher

August 18, 2020

Printed Name	Date
--------------	------

BrightView Landscape Services, Inc. "BrightView"

Enhancement Manager

Signature	Title
-----------	-------

James Chadwick Knight

August 18, 2020

Printed Name	Date
--------------	------

Job #: 346102100

Proposed Price: \$82,906.53

SO # 7301035

FL Lic. No. ####
DATE:



Washingtonia Palms with 40 ft. Flagpoles

Proposal for Extra Work at World Comm Center

Property Name	World Comm Center	Contact	Lesley Gallagher
Property Address	500 World Commerce Pkwy Saint Augustine, FL 32092	To	World Commerce Center CDD
		Billing Address	c/o Rizzetta and Company 8529 S Park Cir Ste 330 Orlando, FL 32819

Project Name World Comm Center: South Entrance

Project Description Landscape Enhancements

Scope of Work

QTY	UoM/Size	Material/Description	Total
South Entrance:			\$8,339.20
1.00	LUMP SUM	Prep area for install of plants remove any mulch or sod for new plants. Grade bed. Cut Loropetalum down to 24". Remove debris from site. Dispatch of Crews	
24.00	EACH	Burfordii Hollie 7 gal. - Installed	
140.00	EACH	Pink Muhly Grass 3 gal. - Installed	
400.00	EACH	Annuals 4" - Installed	
4.00	CUBIC YARD	Soil for Annuals - Installed	
100.00	BAG	Mulch - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specified areas	

For internal use only

SO# 7294357
JOB# 346102100
Service Line 130

Total Price \$8,339.20

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
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13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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Customer

District Manager

Signature	Title
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Lesley Gallagher

August 11, 2020

Printed Name	Date
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BrightView Landscape Services, Inc. "BrightView"

Enhancement Manager

Signature	Title
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James Chadwick Knight

August 11, 2020

Printed Name	Date
--------------	------

Job #: 346102100

Proposed Price: \$8,339.20

SO # 7294357

District Manager

Tab 7



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: September 9, 2020

Biologist: Bill Fuller

Client: World Commerce CDD

Waterways: 1 lake, 1 pond, 1 canal

Lake 1: The lake was in good condition. No invasive species noted. Needs mowing.



Canal and pond: The canal and pond were in good condition. No invasive species noted. Access now gone...construction? Needs mowing.



BUSINESS ITEMS

Tab 8

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Wesley S; Haber, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, FL 32314

**ACCESS AND MAINTENANCE EASEMENT AGREEMENT
FOR LANDSCAPE AND FOUNTAIN IMPROVEMENTS**

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the “**Easement Agreement**”) is made this ____ day of August, 2020 by **WORLD COMMERCE CENTER, LLP**, a Florida general partnership, whose address is 13901 Sutton Park Drive, Suite 105, Jacksonville, Florida 32224 (“**Grantor**”) in favor of **WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2806 North Fifth Street, Unit 403, St Augustine, Florida 32084 (“**District**”) (District and Grantor are sometimes together referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to operate and maintain certain systems, facilities, and infrastructure improvements within or without the boundaries of the District, including but not limited to landscaping and fountain improvements; and

WHEREAS, Grantor is the owner in fee simple of certain real property located in St. Johns County, Florida, lying within the boundaries of the District, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, for the benefit of the District and its landowners and residents, the District desires to maintain the landscaping and fountain improvements located within the Easement Area (collectively, the “**Improvements**”); and

WHEREAS, Grantor agrees to grant to the District a perpetual, non-exclusive easement over the Easement Area to the District in order to allow the District to access the Easement Area in order to access and maintain the Improvements located thereupon.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Non-Exclusive Easement.** Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants to the District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a perpetual, non-exclusive access and maintenance easement over, upon, under, through, and across the Easement Area for ingress, egress, and access for the purpose of maintaining and repairing the Improvements located thereupon. The District shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of same. This Easement Agreement shall terminate at such time as there are no longer any Improvements in the Easement Area being maintained by the District.

3. **Right to Use.** Grantor shall have the right to use the Easement Area for any purpose which is not inconsistent, or unreasonably interferes with, the rights herein afforded to the District.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of the District and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors in interest to the Easement Area.

6. **Default.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either the District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service,

postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To the Grantor: World Commerce Center, LLP
13901 Sutton Park Drive, Suite 105
Jacksonville, Florida 32224
Attn: Michael Cills _____

To the District: World Commerce Community
Development District
2806 North Fifth Street, Unit 403
St Augustine, Florida 32084
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver any notice on behalf of the District and Grantor.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent the District from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

11. **Public Records.** Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions

of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

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 Easement Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and the District caused this Access and Maintenance Easement Agreement to be executed, effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**WORLD COMMERCE
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____

Chairperson, Board of Supervisors

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Bill Vander May, as Chairman of the World Commerce Community Development District, for and on behalf of the District. He [____] is personally known to me or [____] produced _____ as identification.

Print Name: _____

WITNESSES:

Signed, sealed and delivered
in the presence of:

GRANTOR:

WORLD COMMERCE CENTER, LLP,
a Florida general partnership

Print Name: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____, as _____ of World Commerce Center, LLP, on its behalf. S/He [____] is personally known to me or [____] produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

EXHIBIT A
DESCRIPTION OF THE EASEMENT AREA

WORLD COMMERCE CENTER SIGN PARCELS

SIGN PARCEL 1

A PART OF GOVERNMENT LOTS 1 AND 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, ALSO KNOWN AS NINE MILE ROAD (A RIGHT OF WAY OF VARYING WIDTH, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF FRANCIS ROAD, A RIGHT OF WAY OF VARYING WIDTH ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2431; THENCE SOUTH 45°27'42" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF FRANCIS ROAD, A DISTANCE OF 141.00 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE NORTH 44°32'18" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 29.97 FEET TO A POINT ON A WESTERLY RIGHT OF WAY LINE OF PROPOSED WORLD COMMERCE PARKWAY; THENCE SOUTH 45°23'16" EAST, ALONG SAID PROPOSED WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 695.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID PROPOSED WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°03'41" EAST, AND A CHORD DISTANCE OF 89.06 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 245.00 FEET; THENCE WESTERLY, LEAVING SAID PROPOSED WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 431.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°28'21" WEST, AND A CHORD DISTANCE OF 377.54 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°32'18" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 217.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.22 ACRES MORE OR LESS.

SIGN PARCEL 2

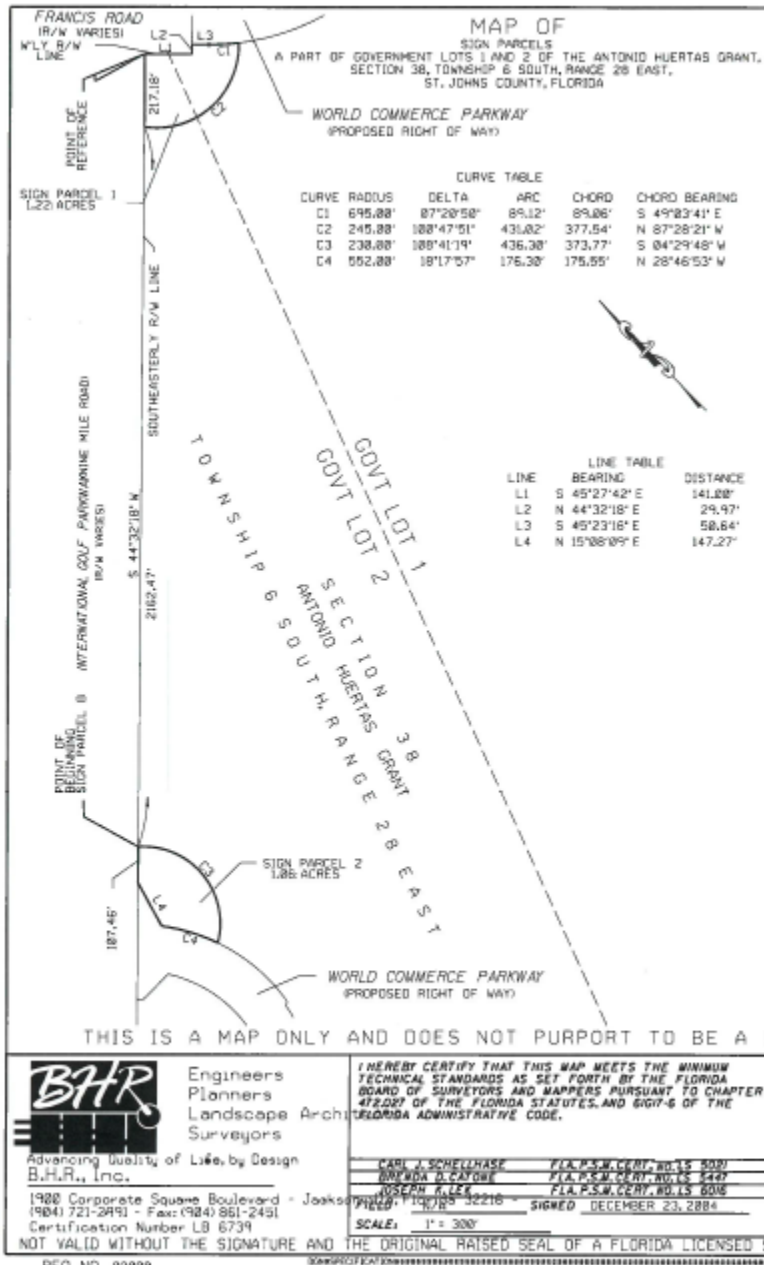
A PART OF GOVERNMENT LOT 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, ALSO KNOWN AS NINE MILE ROAD (A RIGHT OF WAY OF VARYING WIDTH, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF FRANCIS ROAD, A RIGHT OF WAY OF VARYING WIDTH ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2431; THENCE SOUTH 44°32'18" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 2162.47 FEET

TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHERLY, LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 436.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°29'48" WEST, AND A CHORD DISTANCE OF 373.77 FEET TO A POINT ON AN EASTERLY RIGHT OF WAY LINE OF PROPOSED WORLD COMMERCE PARKWAY, SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 552.00 FEET; THENCE NORTHWESTERLY, ALONG SAID PROPOSED EASTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 176.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°46'53" WEST, AND A CHORD DISTANCE OF 175.55 FEET TO AN ANGLE POINT IN SAID PROPOSED RIGHT OF WAY LINE; THENCE NORTH 15°08'09" EAST, A DISTANCE OF 147.27 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°32'18" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 107.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES MORE OR LESS.





Tab 9



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

World Commerce Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**World Commerce Community Development District
c/o Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084**

Term: October 1, 2020 to October 1, 2021

Quote Number: 100120647

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$465,064
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$3,838

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**World Commerce Community Development District
c/o Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084**

Term: October 1, 2020 to October 1, 2021

Quote Number: 100120647

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$3,838
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,960
Public Officials and Employment Practices Liability	\$2,421
TOTAL PREMIUM DUE	\$9,219

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PROPERTY VALUATION AUTHORIZATION

World Commerce Community Development District
c/o Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$465,064 | As per schedule attached |
| <input type="checkbox"/> | Inland Marine | Not Included | |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: _____ Date: _____

Name: _____

Title: _____



Property Schedule

Schedule Items Effective As of: 10/01/2020

World Commerce Community Development District

Policy No.: 100120647

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
1	Main Entrance and Landscape Lighting	2005	10/01/2020	\$75,000	\$75,000
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Non combustible	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
2	Irrigation System	2005	10/01/2020	\$50,000	\$50,000
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Non combustible	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
3	Fountains	2005	10/01/2020	\$56,000	\$56,000
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Masonry non combustible	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
4	2nd Entry Way, Sign	2006	10/01/2020	\$100,000	\$100,000
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Non combustible	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
5	Weir Lowhead Dam	2006	10/01/2020	\$125,000	\$125,000
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Non combustible	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
6	Aeration System	2006	10/01/2020	\$50,000	\$50,000
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Non combustible	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
7	Irrigation Suction Line		10/01/2020	\$5,814	\$5,814
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092	Property in the Open	10/01/2021		

Sign: _____

Print Name: _____

Date: _____



World Commerce Community Development District

Policy No.: 100120647

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch		Roof Covering			Covering Replaced
8	Irrigation Drive Watch		Property in the Open	10/01/2020	\$3,250	\$3,250	
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092			10/01/2021			
			Total:	Building Value \$465,064	Contents Value \$0	Insured Value \$465,064	

Sign: _____

Print Name: _____

Date: _____



INVOICE

Customer	World Commerce Community Development District
Acct #	505
Date	08/27/2020
Customer Service	Kristina Rudez
Page	1 of 1

World Commerce Community Development District
C/O Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084

Payment Information	
Invoice Summary	\$ 9,219.00
Payment Amount	
Payment for:	Invoice#11432
100120647	

Thank You

Please detach and return with payment



Customer: World Commerce Community Development District

Invoice	Effective	Transaction	Description	Amount
11432	10/01/2020	Renew policy	Policy #100120647 10/01/2020-10/01/2021 Florida Insurance Alliance Package - Renew policy Due Date: 8/27/2020	9,219.00

Total

\$ 9,219.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:

Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC

Lockbox 234021 PO Box 84021
Chicago, IL 60689-4002

(321)233-9939

sclimer@egisadvisors.com

Date

08/27/2020

SUPERVISOR REQUESTS

ADJOURNMENT