



Rizzetta & Company

World Commerce Community Development District

**Board of Supervisors' Meeting
January 4, 2021**

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.
District Counsel	Wes Haber	Hopping Green & Sams, P.A.
District Engineer	Ryan Stilwell	Prosser

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.

December 28, 2020

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

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of World Commerce Community Development District will be held on **Monday, January 4, 2021 at 9:15 a.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. Following is the agenda for the 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 October 20, 2020.....**Tab 1**
 - B. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on October 29, 2020.....**Tab 2**
 - C. Ratification of the Operation and Maintenance Expenditures for September 2020, October 2020 and November 2020.....**Tab 3**
 - D. Consideration of Appointment to Seat 4
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Consideration of Proposal for Annual Engineer's Report.....**Tab 4**
 - C. Landscape
 - 1.) BrightView Landscape Report, December 15, 2020.....**Tab 5**
 - D. District Manager
 - 1.) Charles Aquatics Pond Report, December 11, 2020.....**Tab 6**
- 5. BUSINESS ITEMS**
 - A. Discussion Regarding Buc-ee's Construction Impacts on CDD Landscape and Irrigation.....**Tab 7**
- 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, October 20, 2020 at 9:00 a.m.** via ZOOM, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, and 20-246 issued by Governor DeSantis, 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:

Liz Pappaceno	Board Supervisor, Vice Chairman
Jeff Silagy	Board Supervisor, Assistant Secretary
Kenneth Hall	Board Supervisor, Assistant Secretary
Karen McNairn	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company
Katie Buchanan	District Counsel, Hopping Green & Sams
Paul Moss	Representative, Prosser
Michael Cills	Representative, Steinman & Co.
Rodney Hicks	Branch Manager, BrightView Landscaping
Steve McAvoy	Account Manager, BrightView Landscaping
Chad Knight	Representative, BrightView Landscaping

Public via teleconference

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher called the meeting to order at 9:00 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 August 18,2020**

On a motion by Ms. Pappaceno, seconded by Mr. Silagy, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on August 18, 2020 for World Commerce Community Development District.

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

On a motion by Mr. Silagy, seconded by Ms. McNair, with all in favor, the Board ratified Operation and Maintenance Expenditures for July 2020 in the amount of \$19,818.83 and for August 2020 in the amount of \$25,108.41 for World Commerce Community Development District.

FIFTH ORDER OF BUSINESS**Consideration of Engagement for
Rebate Services 2004A-1**

On a motion by Mr. Hall, seconded by Ms. Pappaceno, with all in favor, the Board approved the Engagement letter from LLS Tax Solutions for Arbitrage Services Series 2004A-1 with a 3-year term at an expense of \$500.00 per year for World Commerce Community Development District.

SIXTH ORDER OF BUSINESS**Consideration of Appointment to Seat
4**

Mr. Hall confirmed his interest in maintaining his seat on the Board. An appointment maybe considered at the January meeting.

SEVENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
Ms. Buchanan had no report but was available for questions or to relay information to Mr. Haber.
- Mr. Cills updated the Board that he is continuing to work with District Counsel on the Boundary Amendment.
- B. District Engineer
Mr. Moss had no report but was available for questions.

C. Landscape

1.) BrightView Landscape Report, October 13, 2020

Mr. Hicks reviewed the landscape report found under Tab 5 of the agenda. He noted that the dead palm needs to be removed but the area is too wet to bring in equipment and is waiting for it to dry out some.

2.) Consideration of Entry Enhancement Improvements

The Board reviewed the revised proposal for the north entry and the proposal for the south entry.

Discussion ensued.

On a motion by Ms. McNairn, seconded by Ms. Pappaceno, with all in favor, the Board approved the BrightView north entry enhancement proposal as amended to have the middle flagpole with the American flag stand higher than others with an overall not to exceed amount of \$90,000.00 for World Commerce Community Development District.

On a motion by Ms. Pappaceno, seconded by Ms. McNairn, with all in favor, the Board approved the BrightView south entry enhancement in the amount of \$8,339.20 to take place at the same time as the north entry enhancement for World Commerce Community Development District.

D. District Manager

1.) Charles Aquatics Pond Report, September 9, 2020

Ms. Gallagher updated the Board that St. Johns County Utility Department called yesterday regarding water usage at the meter tied to the fountain. Innovative Fountain investigated this, this morning and found a break between the meter and backflow. BrightView has shut the water off and is working on this repair with the District Manager.

EIGHTH ORDER OF BUSINESS**Consideration of Access and Maintenance Easement for Landscape and Fountain Improvements**

On a motion by Mr. Silagy seconded by Ms. McNairn, with all in favor, the Board approved the access and maintenance easement for landscape and fountain improvements for World Commerce Community Development District.

NINETH ORDER OF BUSINESS**Ratification of Approval for Fiscal Year 2020-2021 District Insurance Policy Renewal**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board ratified the approval of Fiscal Year 2020-2021 District Insurance Policy renewal for World Commerce Community Development District.

TENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. McNairn, seconded by Mr. Hall, with all in favor, the Board adjourned the meeting at 9:32 a.m. for World Commerce Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

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 **special** meeting of the Board of Supervisors of World Commerce Community Development District was held on **Thursday, October 29, 2020 at 9:00 a.m.** via ZOOM, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, and 20-246 issued by Governor DeSantis, 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:

Jeff Silagy	Board Supervisor, Assistant Secretary
Kenneth Hall	Board Supervisor, Assistant Secretary
Karen McNairn	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company
Wes Haber	District Counsel, Hopping Green & Sams
Michael Cills	Representative, Steinman & Co.

Public via teleconference

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher called the meeting to order at 9:02 a.m. and read the roll call.

SECOND ORDER OF BUSINESS**Public Comments**

No public comments.

THIRD ORDER OF BUSINESS**Consideration of Resolution 2021-01,
Amending the Fiscal Year 2019-2020
Budget**

Ms. Gallagher reviewed the amended budget for Fiscal Year 2019-2020.

On a motion by Mr. Silagy, seconded by Ms. McNairn, with all in favor, the Board adopted Resolution 2021-01, amending the Fiscal Year 2019-2020 budget for World Commerce Community Development District.

FOURTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Haber updated the Board that he anticipates the Boundary Amendment to be filed early next week.

B. District Manager

Ms. Gallagher updated the Board that she had received some preliminary figures from BrightView for the extended flagpole. They were looking for clarification on the type of finish. A clear anodized finish was more expensive than a satin finish but it had been determined that the clear anodized finish was more durable and still fell within the not to exceed amount approved by the Board.

Paul Moss from Prosser had recommended another supply company as well and that information had been shared with BrightView.

The Board gave the direction to select the clear anodized finish.

FIFTH ORDER OF BUSINESS**Supervisor Requests**

Mr. Silagy had a question regarding new construction at International Golf Parkway and SR 16. Mr. Cills provided a brief update and that no Board action would be involved.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Hall, seconded by Mr. Silagy, with all in favor, the Board adjourned the meeting at 9:09 a.m. for World Commerce Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 3

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures September 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,098.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	003252	6970875	Landscape Maintenance 09/20	\$ 9,645.70
BrightView Landscape Services, Inc.	003258	7011514	Irrigation Repair 09/20	\$ 330.00
Charles Aquatics, Inc	003253	39459	Monthly Aquatic Management Services 08/20	\$ 475.00
Charles Aquatics, Inc	003253	39694	Monthly Aquatic Management Services 09/20	\$ 475.00
Egis Insurance Advisors LLC	003254	11432	Gen Liab/Property/POL Insurance FY 20/21	\$ 9,219.00
Florida Power & Light Company	003245	74760-43505 08/20	185 International Golf Pkwy 08/20	\$ 1,668.39
Florida Power & Light Company	003255	Electric Summary 08/20	Electric Summary 08/20	\$ 103.31
Hopping Green & Sams	003256	117114	General/Monthly Legal Services 07/20	\$ 727.00
Hopping Green & Sams	003256	117115	General/Monthly Legal Services 07/20	\$ 206.00
Innovative Fountain Services	003246	2020660	Fountain Maintenance 08/20	\$ 320.00
LLS Tax Solutions Inc.	003259	002073	Arbitrage Rebate Calculation S2007 PE 01/31/20	\$ 500.00
Prosser, Inc.	003257	44516	Project 101029.60 Engineering Services 08/20	\$ 210.00
Rizzetta & Company, Inc.	003249	INV0000052583	District Management Fees 09/20	\$ 4,716.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	003250	INV0000006221	Website Hosting Services 09/20	\$ 100.00
St Johns County Utility Department	003247	524989-114648 08/20	100-2 World Comm Pkwy 08/20	\$ 107.03
The St. Augustine Record	003248	06052020	Legal Ad Invoice 06/20	\$ 148.09
U S Bank	003251	5849299	Trustee Fees Series 2015 A-1 08/01/16-07/31/17	<u>\$ 4,148.38</u>
Report Total				<u>\$ 33,098.90</u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures October 2020 Presented For Board Approval

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

The total items being presented: **\$41,779.95**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	003260	7011909	Removal Dead Palm 09/20	\$ 435.00
BrightView Landscape Services, Inc.	003268	7015386	Landscape Maintenance 10/20	\$ 9,645.70
Charles Aquatics, Inc	003261	39937	Monthly Aquatic Management Services 09/20	\$ 475.00
Elizabeth Pappaceno	003274	LP102020	Board of Supervisors Meeting 10/20/2020	\$ 200.00
Florida Power & Light Company	003262	74760-43505 09/20	185 International Golf Pkwy 09/20	\$ 1,668.39
Florida Power & Light Company	003270	Electric Summary 09/20	Electric Summary 09/20	\$ 192.34
Hopping Green & Sams	003272	117767	General/Monthly Legal Services 08/20	\$ 1,074.50
Hopping Green & Sams	003272	117768	General/Monthly Legal Services 08/20	\$ 717.00
Innersync	003263	18861	Quarterly ADA Website Services Qtr 1 FY20/21	\$ 384.38
Innovative Fountain Services	003264	2020764	Fountain Maintenance 09/20	\$ 320.00
Jeffrey J. Silagy	003275	JS102020	Board of Supervisors Meeting 10/20/2020	\$ 200.00
Karen L. McNairn	003273	KN102020	Board of Supervisors Meeting 10/20/2020	\$ 200.00
Kenneth O. Hall II	003271	KH102020	Board of Supervisors Meeting 10/20/2020	\$ 200.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 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.	003267	INV0000053380	District Management Services 10/20	\$ 4,716.00
Rizzetta & Company, Inc.	003267	INV0000053635	Assessment Roll Preparation FY 20/21	\$ 5,250.00
Rizzetta Technology Services, LLC	003269	INV0000006428	Website Hosting Services 10/20	\$ 100.00
St Johns County Utility Department	003265	524989-114648 09/20	100-2 World Comm Pkwy 09/20	\$ 1,100.13
St Johns County Utility Department	003276	524989-114648 10/20	100-2 World Comm Pkwy 10/20	\$ 6,604.76
U S Bank	003266	901	Trustee Fees Series 2004 7/1/2019-6/30/20	<u>\$ 8,296.75</u>
Report Total				<u>\$ 41,779.95</u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures November 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$8,129.81**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
DeGrove Surveyors, Inc.	003285	2020215	Professional Services Rendered 11/20	\$ 250.00
Department of Economic Opportunity	003286	83002	Special District Fee FY 20/21	\$ 175.00
Florida Power & Light Company	003277	74760-43505 10/20	185 International Golf Pkwy 10/20	\$ 1,668.39
Florida Power & Light Company	003287	Electric Summary 10/20	Electric Summary 10/20	\$ 382.42
Grau and Associates	003280	A4250276P465	Audit for FYE 09/30/20	\$ 78.00
Innovative Fountain Services	003282	2020883	Fountain Maintenance 10/20	\$ 160.00
Jeffrey J. Silagy	003284	JS102920	Board of Supervisors Meeting 10/29/2020	\$ 200.00
Karen L. McNairn	003283	KM102920	Board of Supervisors Meeting 10/29/2020	\$ 200.00
Kenneth O. Hall II	003281	KH102920	Board of Supervisors Meeting 10/29/2020	\$ 200.00
Rizzetta & Company, Inc.	003278	INV0000054249	District Management Services 11/20	\$ 4,716.00
Rizzetta Technology Services, LLC	003279	INV0000006533	Website Hosting Services 11/20	<u>\$ 100.00</u>
Report Total				<u>\$ 8,129.81</u>

Consideration of Appointment to Seat 4

STAFF REPORTS

District Counsel

District Engineer

Tab 4

December 4, 2020

World Commerce CDD
c/o Lesley Gallagher
Rizzetta & Company
2806 North Fifth Street, Unit 403
St. Augustine, Florida 32084

**Re: World Commerce CDD
2021 Consulting Engineers Report**

Dear Ms. Gallagher,

Thank you very much for this opportunity to provide this professional services proposal for the World Commerce CDD. The purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the 2021 update to the annual Consulting Engineers Report for the World Commerce CDD.

Generally, we understand (and more thoroughly outline below) that Prosser will perform review of the existing conditions and update the previous Consulting Engineers Report that has been completed for the District with any necessary changes.

Task 1 – Development of Annual Consulting Engineers Report

Prosser's engineering services include:

- Coordinate with District staff to verify all improvements completed since previous year report.
- Update and prepare the 2021 Consulting Engineers Report in accordance with Florida Statutes and the Master Trust Indenture.
- Present the report to the Board for review and acceptance.

FEE SUMMARY

TASK	DESCRIPTION	FEE
1	Development of Annual Consulting Engineers Report	\$1,500.00

ADDITIONAL SERVICES

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached, but will not commence without written permission. Prosser does not foresee additional services from sub-consultants, including surveying, geotechnical investigation, etc. being required. Should the need arise, we will assist with coordinating the work of all sub-consultants by providing site information and data, as and when requested. These sub-consultants will contract with you directly for their services.

Our scope of work for this project does not include the following:

- All Design and Modeling Services
- All Permitting Services
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Architectural drawings
- Permit/application Fees

OUT-OF-POCKET EXPENSES

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904)739-3655 if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Thank you again for the opportunity to provide our engineering services.

Sincerely,

PROSSER, Inc.



Ryan P. Stilwell, PE
Principal

Accepted By:

Signature

Typed Name & Title

Date

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.

9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

PROSSER



Creative Visionaries. Engineering Minds®

Hourly Rate Schedule

Effective August 1, 2018

Planning & Engineering

Principal	\$210
Project Director	\$185
Project Manager	\$160
Senior Engineer	\$150
Engineer	\$130
Senior Planner & Senior Landscape Architect	\$150
Planner & Landscape Architect	\$130
Senior Graphic Arts Director	\$150
Graphic Art Designer	\$110
Senior Designer	\$130
Designer	\$100
CADD Technician	\$85
Clerical	\$60
Administrative Support	\$85

Project & Business Services

Project Administrator	\$140
Sr. Project Researcher	\$135
Project Researcher	\$130
Sr. Public Relations Liaison	\$150
Technical Writer	\$100

Information Services

Programmer	\$135
Information Systems	\$135
GIS Programmer	\$135
GIS Analyst	\$130
GIS Technician	\$110

CEI/Construction Management Services

Resident Engineer	\$150
Construction Project Manager	\$140
Sr. Construction Inspector	\$ 95
Construction Inspector	\$ 85

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

Landscape

Tab 5

Quality Site Assessment

General Information

Property Name: World Comm Center

Date: Tuesday, December 15, 2020

Next Inspection Date: Friday, January 15, 2021

Client Attendees:

Brightview Attendees: Steve Mcavoy

CUSTOMER FOCUS AREA:

Focal areas and weed control

CARRYOVER ITEMS (CheckBox = DONE): None Noted

MAINTENANCE ITEMS:

- 1) Tree pruning scheduled for January
- 2) Shrub trimming is being completed on a regular rotation
- 3) Mowing and edging are being completed on an every other week winter schedule
- 4) Blowing and debris and trash removal is being completed weekly

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Propose to cut back wood lines in select areas
- 2) Propose to remove and replace declining wax myrtles
- 3) Proposal to be sent to replace damaged crepe myrtles
- 4) Palms behind water fountain have been removed

NOTES TO OWNER/CLIENT:

Quality Site Assessment

Maintenance Items

Tree pruning scheduled for January



[1 / 3]

Maintenance Items

Shrub trimming is being completed on a regular rotation



[2 / 3]

Maintenance Items

Mowing and edging are being completed on an every other week winter schedule



[3 / 3]

Quality Site Assessment

Recommendations for Property Enhancements

Propose to cut back wood lines in select areas



2020-12-15
29.974827777777776, -81.4715638888889

[1 / 4]

Recommendations for Property Enhancements

Propose to remove and replace declining wax myrtles



2020-12-15

[2 / 4]

Recommendations for Property Enhancements

Proposal to be sent to replace damaged crepe myrtles



2020-12-15

[3 / 4]

Recommendations for Property Enhancements

Palms behind water fountain have been removed



2020-12-15

[4 / 4]

District Manager

Tab 6



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: December 11, 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.



Canal and pond: The canal and pond were in overall good condition. Minor vegetation.



BUSINESS ITEMS

Tab 7

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 Commerce Center - Revision To Repair Irrigation Damaged During Construction Of The New Buccie		
Project Description	Replace Main Line, Wires, Lateral Lines, Locate And Cap Lines That Interfere With Construction Area		

Scope of Work

Reconfigure Zones 28, 32, 33 And 41 On the West Side Of World Commerce Pkwy
Damaged During Removal of Sidewalk, Installation Of New Concrete Pipes and
Relocation of Fire Hydrant. Center Islands - Eliminate All Irrigation Lines That Were
Damaged In The First Island Zone 29 And The Second Island Half Of Zone 29 And 42

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	PVC Pipe For Lateral Lines, Wire, Fittings, Heads, Wire Splice Kits For Zones 28, 32, 33, 41 And 42	\$5,992.00	\$5,992.00
80.00	HOURL	Labor To Locate And Cap Irrigation Lines Feeding Islands & Front of Construction Area (4 Techs for 2 Days)	\$65.00	\$5,200.00
160.00	HOURL	Labor To Make Repairs (4 Techs for 4 Days)	\$65.00	\$10,400.02
1,485.00	FEET	Trenching To To Install New Main Line To Irrigate Fountain Area	\$4.00	\$5,939.85
1,200.00	FEET	PVC Pipe- 4" SCH-40 For Main Line	\$5.02	\$6,023.76
2.00	LUMP SUM	Irrigation Subcontractor For Directional Boring	\$0.00	\$0.00

For internal use only

SO# 7395675
JOB# 346102100
Service Line 150

Total Price \$33,555.63

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

Property Manager

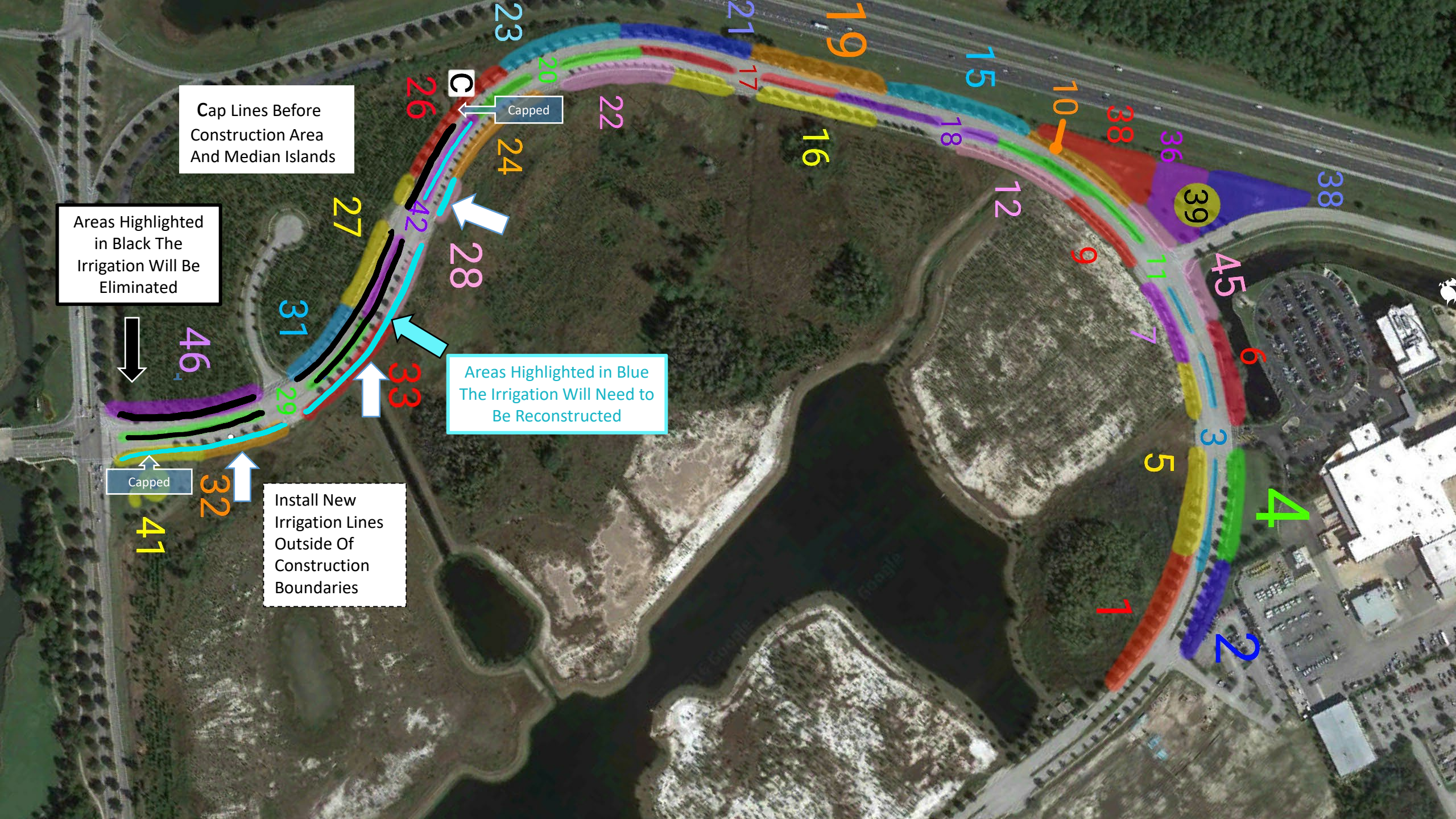
Signature	Title
Lesley Gallagher	December 08, 2020
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Irrigation Manager

Signature	Title
David Lara	December 08, 2020
Printed Name	Date

Job #:	346102100	Proposed Price: \$33,555.63
SO #	7395675	



Cap Lines Before
Construction Area
And Median Islands

Areas Highlighted
in Black The
Irrigation Will Be
Eliminated

Areas Highlighted in Blue
The Irrigation Will Need to
Be Reconstructed

Install New
Irrigation Lines
Outside Of
Construction
Boundaries

Capped

Capped

SUPERVISOR REQUESTS

ADJOURNMENT