



Rizzetta & Company

# **World Commerce Community Development District**

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**Board of Supervisors' Meeting  
August 17, 2021**

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

**[www.worldcommercecdd.org](http://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.

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.worldcommercecdd.org](http://www.worldcommercecdd.org)

August 10, 2021

**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, August 17, 2021 at 9:00 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' Special Meeting held on June 15, 2021.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for April 2021 and May 2021.....Tab 2
- 4. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape
    - 1.) BrightView Landscape Report, August 5, 2021.....Tab 3
  - D. District Manager
    - 1.) Innovative Fountain Report, July 27, 2021.....Tab 4
- 5. BUSINESS ITEMS**
  - A. Consideration of Resolution 2021-06, Designating Date, Time and Location of Regular Fiscal Year 2021-2022 Meetings.....Tab 5
  - B. Consideration of Contract Renewal Proposals.....Tab 6
    - i.) Charles Aquatics
    - ii.) BrightView
    - iii.) Xylem
    - iv.) Innovative Fountain
  - C. Consideration of Innovative Fountain Repair Proposal
  - C. Public Hearing on Fiscal Year 2021-2022 Final Budget
    - 1.) Consideration of Resolution 2021-07, Approving Fiscal Year 2021- 2022 Final Budget.....Tab 7
  - D. Public Hearing on Imposing Special Assessments
    - 1.) Consideration of Resolution 2021-08, Imposing Special Assessments.....Tab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

**CALL TO ORDER / ROLL CALL**

# **PUBLIC COMMENTS ON AGENDA ITEMS**

# **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, June 15, 2021 at 9:00 a.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084 The following is the agenda for this meeting.

Present and constituting a quorum:

Curtis Robinson	<b>Board Supervisor, Chairman</b>
Kenneth Hall	<b>Board Supervisor, Assistant Secretary</b>
Karen McNairn	<b>Board Supervisor, Assistant Secretary</b>
Jeff Silagy	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company</b>
Scott Brizendine	<b>VP of Operations, Rizzetta &amp; Company</b> <b>(via speaker phone)</b>
Bill Johnson	<b>Manager, District Financial Services,</b> <b>Rizzetta &amp; Company (via speaker phone)</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams</b>
Scott Brizendine	<b>VP of Operations, Rizzetta &amp; Company</b>
Ryan Stilwell	<b>District Engineer, Prosser Hallock</b>
Michael Cills	<b>Representative, Steinman &amp; Co.</b>
Rodney Hicks	<b>Branch Manager, BrightView Landscaping</b>
Chris Venoy	<b>Representative, FPL</b>
Ken Artin	<b>Underwriter Counsel, Bryant, Miller &amp; Olive</b>

**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 on Agenda Items**

No public comments.

*The Board moved to agenda item 5B.*



**THIRD ORDER OF BUSINESS****Public Hearing on Reallocation**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board opened Public Hearing on Reallocation for World Commerce Community Development District.

1.) Consideration of Resolution 2021-03, Levying Reallocated Assessments for the Series 2004A-1 Bonds and Series 2007 Bonds

Ms. Gallagher confirmed that the hearing was duly noticed.

Mr. Haber reviewed Resolution 2021-03 and noted that the purpose of the public hearing was for three (3) main reasons, one to levy debt assessments to the smaller parcel recently added to the CDD, two to identify that the traffic signal is being added to the projects identified for both bonds and three to identify the fact that portions of the reserve accounts for both series of bonds would be set aside to pay for the traffic signal and cost related. In order to make these changes amended engineer's and assessment methodology reports were required.

The engineer's report specifies that estimated cost of the traffic signal is \$900,000.00 and the traffic signal is part of the project identified for each series. The methodology report extends the assessments to the recently added property and also identifies the fact that any burden on property owner may receive by virtue of monies in the reserve account being used is exceeded by the benefit derived by the installation of the traffic signal.

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board adopted Resolution 2021-03, Levying Reallocated Assessments for the Series 2004A-1 Bonds and Series 2007 Bonds for World Commerce Community Development District.

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board closed Public Hearing on Reallocation for World Commerce Community Development District.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2021-04,  
Authorizing an Amendment to the  
First Supplemental Trust Indenture,  
Authorizing the Financing of Certain  
Improvements and Authorizing the  
Execution and Delivery of Reallocated  
Documents**

Mr. Artin reviewed Resolution 2021-04 and 2021-05 noting that these resolutions authorize the use of funds for the traffic signal and reduction of debt service requirements.

Mr. Cills confirmed that bond holder consent had previously been obtained.

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adopted Resolution 2021-04, Authorizing an Amendment to the First Supplemental Trust Indenture, Authorizing the Financing of Certain Improvements and Authorizing the Execution and Deliver of Related Documents for World Commerce Community Development District.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2021-05,  
Authoring an Amendment to the Third  
Supplemental Trust Indenture,  
Authorizing the Financing of Certain  
Improvements and Authorizing the  
Execution and Delivery of Related  
Documents**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adopted Resolution 2021-05, Authoring an Amendment to the Third Supplemental Trust Indenture, Authorizing the Financing of Certain Improvements and Authorizing the Execution and Delivery of Related Execution and Delivery of Related Documents for World Commerce Community Development District.

*The Board moved to Agenda Item 3A.*

**SIXTH ORDER OF BUSINESS****Consideration of the Minutes of the  
Board of Supervisors Regular meeting  
held April 20, 2021**

On a motion by Ms. McNair, seconded by Mr. Robinson, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held April 20, 2021 for World Commerce Community Development District.

**SEVENTH ORDER OF BUSINESS****Ratification of Operation and  
Maintenance Expenditures for March  
2021**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board ratified Operation and Maintenance Expenditures for March 2021 in the amount of \$105,208.62 for World Commerce Community Development District.

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

Mr. Haber updated the Board of two (2) bills that may impact CDD's from the last legislative session. One regarding advertising on newspaper websites and the second regarding ethics training. He let the Board know he would continue to follow these and update the Board accordingly.

B. District Engineer  
No report.

C. Landscape  
Mr. Hicks reviewed report found under Tab 3 of the agenda and noted they are monitoring the oak tree that was installed and appears to be in shock. He also updated the Board regarding a recent issue between the backflow and meter and repair they are working on. He believes the backflow should be relocated further uphill to help prevent these issues in the future and is working on that.

D. District Manager  
1.) Discussion Regarding National and State Flag Protocol  
2.) Innovative Fountains, Fountain Report, June 2, 2021  
3.) Charles Aquatics Pond Report, May 25, 2021

On a motion by Ms. McNairn, seconded by Mr. Silagy, with all in favor, the Board adopted national and state flag protocols found under Tab 4 of the agenda for World Commerce Community Development District.

On a motion by Mr. Robinson, seconded by Ms. McNairn, with all in favor, the Board approved the BrightView Hurricane Pre-Approval letter (Exhibit A) for World Commerce Community Development District.

Ms. Gallagher reminded Supervisors to file their Form 1.

## **NINETH ORDER OF BUSINESS**

### **Consideration of FPL LED Streetlight Conversion**

Mr. Venoy from FPL reviewed the two (2) options available and answered questions.

On a motion by Ms. McNairn, seconded by Mr. Robinson, with all in favor, the Board approved option two (2) and approved the LED conversion and agreement for World Commerce Community Development District.

On a motion by Ms. McNairn, seconded by Mr. Robinson, with all in favor, the Board authorized the District manager to request shields should she receive resident concerns for World Commerce Community Development District.

## **TENTH ORDER OF BUSINESS**

### **Supervisor Requests and Audience Comments**

No supervisor request or audience comments.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Ms. Robinson, seconded by Mr. Silagy, with all in favor, the Board adjourned the meeting at 9:42 a.m. for World Commerce Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# Exhibit A



# Let Us Help You Weather the Storm.

Hurricane season is upon us again. No matter what Mother Nature may bring, your BrightView team is looking out for you. To ensure we're able to provide you with a swift, seamless response following severe weather, we recommend the following:

## ► Pre-Authorize Post-Storm Clean-up

Pre-authorization of hurricane clean-up services allows us to immediately begin work post-storm, getting you back to business-as-usual as soon as possible. Learn more below about the action plan we mobilize on your behalf, and indicate your authorization with a signature on the next page.

## ► Keep Us Apprised of Your Insurance Requirements

Let us know of any special needs or requirements your insurance carrier may have for documenting damages or corrective actions resulting from a storm. Our team will help make your job easier by taking photo documentation of representative damage and journaling manpower, equipment and the work provided in our repairs.

## ► Let us Know How to Reach You

Previous years' storms have shown us how vulnerable communications can be during and after severe weather. Please update your contact information below so we can keep you apprised during emergency response situations.

## ► Prepare Your Trees

Most maintenance contracts cover tree pruning to provide traffic clearance, but this doesn't prepare trees for hurricanes or excessive wind. Dramatically reduce the risk of damage and injury by structurally pruning weak or dead branches and opening canopies to reduce resistance. Schedule an assessment with our certified arborists to ensure your trees are ready.

## Have Peace Of Mind With Pre-Authorized Storm Clean-Up.

Your BrightView team's action plan proactively addresses your needs in an emergency situation. With pre-authorized clean-up, we're on the ground canvassing your property to assess damage as soon as the storm passes and quickly dispatching the appropriate landscape and tree care services teams to address any issues, prioritizing safety first:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris from structural dwellings that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs remaining in trees are trimmed and removed.
- Tree limbs, rootballs, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed.

To expedite clean-up efforts, we leverage our national resources to bring in additional teams from outside the area. Normal maintenance operations can typically resume the following week for all but the most severely debris-impacted properties. If you would like to pre-approve BrightView to perform clean-up operations as detailed above, sign where indicated. Our emergency rates are also listed for your review. Dump expenses range based on the material, size and weight.

## Contact Us Today:

Steve McAvoy

904-859-5704

Steve.McAvoy@brightview.com

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

## Approval for Clean-up Services:

### World Commerce CDD

Property Name

Lesley Gallagher/District Mgr.

6/16/2021

Lesley Gallagher

904-436-6270

General Labor .....	\$65/Hour
Chipper & Truck .....	\$150/Hour
Loader & Operator .....	\$150/Hour
Dump Fees (if necessary) .....	To Be Quoted
Stumps .....	Varies by Size
Tree Men/Climbers .....	\$150/Hour



## **Tab 2**



# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## **Operation and Maintenance Expenditures**

**April 2021**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,503.35**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# World Commerce Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	003356	7286636	Landscape Maintenance 04/21	\$ 9,645.70
Charles Aquatics, Inc	003357	41371	Monthly Aquatic Management Services 04/21	\$ 475.00
Curtis J Robinson	003363	CR042021	Board of Supervisors Meeting 04/20/21	\$ 200.00
Disclosure Services, LLC	003358	4	Amortization Schedule S2004A-1 & S2007 04/21	\$ 350.00
Elizabeth Pappaceno	003362	LP042021	Board of Supervisors Meeting 04/20/21	\$ 200.00
Florida Power & Light Company	2021040821-1	74760-43505 03/21	185 International Golf Pkwy 03/21	\$ 1,678.28
Florida Power & Light Company	2021042921-1	Electric Summary 03/21	Electric Summary 03/21	\$ 297.99
Grau and Associates	003355	20881	Audit for FYE 09/30/20	\$ 2,600.00
Hopping Green & Sams	003351	121094	General/Monthly Legal Services 01/21	\$ 472.00
Hopping Green & Sams	003351	121095	Boundary Amendment Legal Services 01/21	\$ 564.00
Innersync	003352	19329	Quarterly ADA Website Services Q3 FY20/21	\$ 384.38
Innovative Fountain Services	003353	2021287	Fountain Maintenance 03/21	\$ 320.00
J.B. COXWELL CONTRACTING	003360	57023	Drainage Structure Grate Replacement 04/21	\$ 2,800.00

## World Commerce Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jeffrey J. Silagy	003364	JS042021	Board of Supervisors Meeting 04/20/21	\$ 200.00
Karen L. McNairn	003361	KM042021	Board of Supervisors Meeting 04/20/21	\$ 200.00
Kenneth O. Hall II	003359	KH042021	Board of Supervisors Meeting 04/20/21	\$ 200.00
Krishna Hotel LLC dba Holida Inn Express	003354	040721	BOS Meeting Rental 04/21	\$ 100.00
Rizzetta & Company, Inc.	003349	INV0000057626	District Management Services 04/21	\$ 4,716.00
Rizzetta Technology Services, LLC	003350	INV0000007416	Website Hosting Services 04/21	\$ 100.00
<b>Report Total</b>				<b><u>\$ 25,503.35</u></b>

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## **Operation and Maintenance Expenditures May 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$42,592.53**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# World Commerce Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	003371	7308143	Irrigation Repair 03/31	\$ 28,355.63
BrightView Landscape Services, Inc.	003365	7326230	Install Annuals 04/21	\$ 960.40
BrightView Landscape Services, Inc.	003371	7353637	Irrigation Repair 04/21	\$ 670.00
Charles Aquatics, Inc	003372	41607	Monthly Aquatic Management Services 05/21	\$ 475.00
Florida Power & Light Company	2021051121-1	74760-43505 04/21	185 International Golf Pkwy 04/21	\$ 1,678.28
Florida Power & Light Company	2021053121-3	Electric Summary 04/21	Electric Summary 04/21	\$ 407.58
Hopping Green & Sams	003366	121812	General/Monthly Legal Services 02/21	\$ 974.50
Innovative Fountain Services	003367	2021373	Fountain Maintenance 04/21	\$ 320.00
Krishna Hotel LLC dba Holida Inn Express	003370	050421	BOS Meeting Rental 06/21	\$ 100.00
Prosser, Inc.	003373	45878	Project 101029.60 Engineering Services 05/21	\$ 3,835.14
Rizzetta & Company, Inc.	003368	INV0000058192	District Management Services 05/21	\$ 4,716.00
Rizzetta Technology Services, LLC	003369	INV0000007510	Website Hosting Services 05/21	\$ <u>100.00</u>
<b>Report Total</b>				<b><u>\$ 42,592.53</u></b>

# STAFF REPORTS

# District Counsel

# District Engineer



# Landscape

## **Tab 3**

# Quality Site Assessment

## General Information

**Property Name:** World Comm Center

**Date:** Thursday, August 05, 2021

**Next Inspection Date:** Sunday, September 05, 2021

**Client Attendees:**

**Brightview Attendees:** Steve Mcavoy

## CUSTOMER FOCUS AREA:

Focal areas and weed control

## CARRYOVER ITEMS (CheckBox = DONE): None Noted

## MAINTENANCE ITEMS:

- 1) Crepe myrtles need to be selectively pruned from weight of blooms
- 2) Turf color is good
- 3) Tree suckers need to be removed on a regular detail rotation
- 4) Weed control got behind due to weather. 80% of the property was sprayed last week while on site. We will also be applying an over the top selective in select shrub beds to control torpedo grass.
- 5) Growth regulator is holding on plant material
- 6) Annuals in good shape

## RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) WCC lake mowing has been rescheduled for 8-6-21 due to rain

## NOTES TO OWNER/CLIENT:

# Quality Site Assessment

## Maintenance Items

Crepe myrtles need to be selectively pruned from weight of blooms



[ 1 / 6 ]

## Maintenance Items

Turf color is good



[ 2 / 6 ]

## Maintenance Items

Tree suckers need to be removed on a regular detail rotation



[ 3 / 6 ]

## Maintenance Items

Weed control got behind due to weather. 80% of the property was sprayed last week while on site. We will also be applying an over the top selective in select shrub beds to control torpedo grass.



[ 4 / 6 ]

# Quality Site Assessment

## Maintenance Items

Growth regulator is holding on plant material



[ 5 / 6 ]

## Maintenance Items

Annuals in good shape



[ 6 / 6 ]

# District Manager

## **Tab 4**



## STATIONARY FOUNTAIN MAINTENANCE REPORT

### Stationary Fountain Maintenance Report

<b>Date</b>	07-21-2021
<b>Arrival Time</b>	12:20 PM
<b>Property</b>	World Commerce Center
<b>Address</b>	130 Casa Sevilla Ave Saint Augustine FL 32092
<b>Fountain Volume</b>	457 GAL
<b>Technician</b>	Tiffani, Chris

### Services Performed

<b>Performed visual inspection of display and noted any deficiencies</b>	Yes
<b>Checked lighting, circuits and replaced deficient lights</b>	Yes
<b>Tested water chemistry</b>	Yes
<b>Cleaned all pump strainers</b>	Yes
<b>Brushed walls and floors of basin</b>	Yes
<b>Vacuum debris from basin floor</b>	Yes
<b>Skim debris from water surface</b>	Yes
<b>Cleaned tile line</b>	Yes
<b>Cleaned and adjusted display nozzles</b>	Yes
<b>Cleaned sump pump pit and checked performance of sump pump</b>	Yes
<b>Cleaned fountain deck area</b>	Yes
<b>Lubricated vault latch</b>	Yes
<b>Tested all GFCI breakers</b>	Yes



<b>Verified proper operation of water make-up system</b>	Yes
<b>Verified proper operation of anemometers</b>	Yes
<b>Tightened all terminal screws and connection points in control panel</b>	Yes
<b>Checked exhaust fan for proper operation</b>	Yes
<b>Checked proper operation of overflow</b>	Yes

## Chemicals Readings

<b>Filter Pressure Readings Before Cleaning</b>	10.00
<b>Filter Pressure Readings After Cleaning</b>	10.00
<b>Total Alkalinity</b>	130ppm
<b>Total Cyanuric Acid</b>	0ppm
<b>Chemical Test Results- CHLORINE</b>	1
<b>Chemical Test Results- PH</b>	8 4drps
<b>Chemicals Added- CHLORINE</b>	6pcs
<b>Chemicals Added- PH</b>	5oz
<b>Number of Bulbs Replaced</b>	0.00

## Timer Settings

<b>Filter Pump ON</b>	07:00 AM
<b>Filter Pump OFF</b>	07:00 PM

## Comments

<b>Replacement Parts Installed:</b>	
<b>Notes:</b>	When I turn the valve on the chlorinator down past three it leaks so it will need to be replaced and I don't have that part. Pictures included.

## Multi Photo



# **BUSINESS ITEMS**

## **Tab 5**

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORLD COMMERCE  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND  
LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF  
THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, World Commerce Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WORLD  
COMMERCE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with St. Johns County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF AUGUST, 2021.**

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASSISTANT SECRETARY**

**EXHIBIT “A”**

**BOARD OF SUPERVISORS MEETING DATES  
WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021/2022**

October 19, 2021  
January 18, 2022  
April 19, 2022  
August 16, 2022

All meetings will convene at 9:00 a.m. at the  
Holiday Inn Express – located at  
2300 State Road 16  
St. Augustine, FL 32084

## **Tab 6**

# **Consideration of Contract Renewal Proposals**





## Aquatic Management Agreement

This **Agreement** dated *effective to start* \_\_\_\_\_, **2021**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name World Commerce Center c/o Lesley Gallagher, Rizzetta & Company

Address 3434 Colwell Ave, Ste 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Fax \_\_\_\_\_ E-Mail lgallagher@rizzetta.com

Hereinafter called "**CLIENT**".

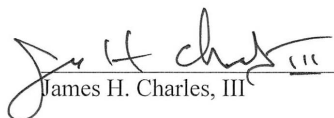
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): One Stormwater ditch and One large pond located at World Commerce Center in St Augustine, FL.

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) <b>Monthly Aquatic Management Services</b>	\$ <u>475.</u>
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) <b>Grass Carp stocking (Upon Approval)</b>	\$ <u>7.50/fish</u>
e) <b>Permitting for Grass Carp</b>	\$ <u>Included</u>
f) <b>Fabrication and Installation of Aluminum Fish Barriers</b>	\$ <u>45/sq. ft</u>

3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

**Charles Aquatics, Inc.**

  
James H. Charles, III

**Client**

**Sign** \_\_\_\_\_

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

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

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **August 31, 2021.**

## **Terms and Conditions**

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algacides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
  - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
  - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
  - d) **Trash Removal** - Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algacides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which <b>Charles Aquatics, Inc.</b> is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) <b>CLIENT</b> agrees to provide <b>Charles Aquatics, Inc.</b> additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (h) above on the spaces below:			_____ _____ _____

- j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- k) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- l) Disclosure by checking and initialing boxes listing certain conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

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(Aquatic Management Agreement continued page 3)

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement**, **Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

## LANDSCAPE SERVICES AGREEMENT

### Terms and Conditions

THIS LANDSCAPE SERVICES AGREEMENT (this “*Agreement*”) is entered into as of June 1, 2021 between BrightView Landscape Services, Inc. (“*BrightView*”), and World Commerce Center (*Client*). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

#### 1. Services.

- (a) For purposes of this Agreement: (i) the “*Services*” consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the “*Scope of Landscape Services*” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “*Landscape Site(s)*” consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment. All Brightview employees are subject to background checks and initial and random driving record checks and drug/alcohol screenings.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer’s directions.

**2. Term.** The “*Initial Term*” of this Agreement shall start on September 1, 2020 and end on August 31, 2023. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a “*Renewal Term*”) on each anniversary of the start date of the Initial Term (each, an “*Anniversary Date*”), unless either party gives written notice to the other party of its intent not to renew at least 30 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the “*Term*.”

**3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a “*Work Order*”). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon

delivery of the services, goods, and materials identified in the Work Order (the “*Work Order Charges*”).

**4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers’ compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

#### 5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

#### 6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView service fee of **129,120.00**, (The “*Service Fee*”), subject to adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule (See attached Billing Schedule. If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in 12 equal monthly installments of **\$9,925.00**, (beginning in the month of June) Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 30<sup>th</sup> calendar day of the month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this

administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%. Client will receive 90 days notice prior to increase in order prepare upcoming budget cycle for increase.
- (e) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 401 Plymouth Road, 5<sup>th</sup> Floor, Plymouth Meeting, PA 19462 if: (i) Service Fees required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

#### **7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i)

the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in Florida.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; 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 BrightView 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. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.

- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such

Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (h) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

**BRIGHTVIEW (as defined in the first paragraph)**

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

Name: \_\_\_\_\_

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

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

**CLIENT**

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

Name: \_\_\_\_\_

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

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

**JOB #****ALPHA**

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

**Billing Information and Schedule**

Landscape Site Name:*	World Commerce Center	Landscape Site Location:	World Commerce Parkway St Augustine, FL 32092
Client Business Name:	Rizzetta & Co.	Client Contact Name:	Lesley Gallagher
Client Contact Telephone:	(904) 436.6270	Client Contact Email:	<a href="mailto:lgallagher@rizzetta.com">lgallagher@rizzetta.com</a>
Billing Business Name:	Rizzetta & Co.	Billing Contact Name:	Lesley Gallagher
Billing Contact Telephone:	(904) 436.6270	Billing Contact Address:	2806 N. 5 <sup>th</sup> Street Unit #403 Saint Augustine, FL 32084
BrightView Contact Name:	Rodney Hicks	BrightView Contact Telephone:	(904) 292-0716

Note:

<b>SERVICE DESCRIPTION</b>	<b>MONTHLY</b>	<b>YEARLY</b>
Grounds Maintenance (48 site visits).....	<b>\$4,998.00</b>	<b>\$59,976.00</b>
<ul style="list-style-type: none"> <li>• Mowing, Weeding, Edging</li> <li>• Blowing Debris</li> <li>• Bed Weed Control</li> <li>• Shrubs and Groundcover Pruning</li> </ul>		
Grounds Mtc. Storm Water Pond and Ditch Banks (26x/yr)	<b>\$1,365.00</b>	<b>\$16,380.00</b>
<ul style="list-style-type: none"> <li>• Mowing, Weeding, Edging</li> <li>• Blowing Debris</li> <li>• Bed Weed Control</li> <li>• Shrubs and Groundcover Pruning</li> </ul>		
Turf and Ornamental Program.....	<b>\$1,312.00</b>	<b>\$15,744.00</b>
<ul style="list-style-type: none"> <li>• Saint Augustine Fertilization 3x / year</li> <li>• Bahia Fertilization 2x / year</li> <li>• Turf Weed Control</li> <li>• Shrub and Tree Fertilization 2x</li> <li>• Shrub and Groundcover Insect Control</li> </ul>		
Irrigation Inspection.....	<b>\$850.00</b>	<b>\$10,200.00</b>
<ul style="list-style-type: none"> <li>• Monthly check and adjust all zones</li> <li>• Monthly cleaning irrigation heads</li> <li>• Monthly Irrigation report</li> <li>• Maintenance of fountain and aerator in pond</li> </ul>		
Mulch Installation .....	<b>\$2,080.00</b>	<b>\$ 24,960.00</b>
<ul style="list-style-type: none"> <li>• Install 480cubic yards of Grade A mulch 1x per year</li> <li>• Equipment and Material</li> </ul>		
Palm Care .....	<b>\$155.00</b>	<b>\$1,860.00</b>
<ul style="list-style-type: none"> <li>• Fertilization</li> <li>• Prune all Medjools 1x/year</li> <li>• Prune all Washingtonian Palms 2x/year</li> <li>• Cleanup and Deris removal included</li> </ul>		
<b>TOTAL BASE SERVICE.....</b>	<b>\$10,760.00</b>	<b>\$129,120.00</b>



## **Scope of Landscape Services**

Landscape Site Name:*	World Commerce Center	Landscape Site Location:	World Commerce Parkway St Augustine, FL 32092
Client Business Name:	Rizzetta & Co.	Client Contact Name:	Lesley Gallagher
Client Contact Telephone:	(904) 436.6270	Client Contact Email:	<a href="mailto:lgallagher@rizzetta.com">lgallagher@rizzetta.com</a>

### **Description of Services at this Landscape Site (attach diagrams if necessary):**

#### **SCOPE OF WORK:**

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

#### **LAWN CARE:**

##### **Mowing and Edging:**

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance. Outside of focal areas, edging surfaces will alternate between hard surfaces and bed lines weekly.

##### **Fertilization:**

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

##### **Disease control:**

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

##### **Insect control:**

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

##### **Weed control:**

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

## **GROUND COVER AREA/SHRUB AREAS:**

### **Edging:**

Edge ground cover as needed to keep within bounds and away from obstacles.

### **Pruning:**

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

### **Weed Control:**

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

### **Fertilization:**

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

### **Fungicide:**

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

### **Pesticide:**

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

### **Control of imported pests:**

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

## **TREE CARE:**

### **Pruning:**

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 10 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

### **Staking:**

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

### **Palm Pruning:**

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

## **MULCHED AREA:**

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulch beds should be replenished with up to 2" of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

**IRRIGATION SYSTEM:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

**DEBRIS CLEANUP:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc. Heavy or "Excessive" leaf removal is described as any accumulated debris that cannot be removed during regular maintenance visit, requiring a separate scheduled visit outside of normal maintenance service visits. It is expected that any additional time requiring supplemental manpower or visits will be a nominal charge to cover costs associated.



**Xylem Inc / Flygt Products**  
Stephen Toolsie – Service Supervisor  
Stephen.Toolsie@xylem.com  
455 Harvest Time Drive Sanford, FL 32771  
Phone: 407-553-4148 • Fax: 407-880-2962

## 2022 LIFT STATION PREVENTATIVE MAINTENANCE AGREEMENT

TO: World Commerce Center  
Attn: Lesley Gallagher  
Subject: Annual PM Inspection for pumps

Date: August 04, 2021

We are pleased to offer the following services:

Xylem Water Solutions hereby agrees to perform an annual preventative maintenance at the World Commerce Center.

We will contact you to schedule and perform the inspection, we will schedule the work listed below for a fee of \$950 for each inspection. This agreement can be reinstated yearly, for the life of the equipment.

Please note our standard mobile hourly rate is \$156/hr. and that is Port to Port.

Xylem Water Solutions will supply parts, boom truck, and technician to do the following:

1. Pull each pump.
2. Check the oil chamber.
3. Visually inspect impeller.
4. Visually inspect volute.
5. Check wear ring.
6. Check lifting bail and lifting device
7. Inspect power cable.
8. Visually inspect pump discharge flange.
9. Run each pump and check for vibration or unusual noise.
10. Reinstall each pump and run the pump while recording volts, amps and check for proper seating.
11. Check floats operation.
12. Check alarm operation.
13. Disassemble each starter and visually inspect contacts and reassemble.
14. Check wire termination points for loose connections.

There may be instances where our boom truck is not sufficient and the customer is responsible for providing a way to get the pump out of the well.

If there are any discrepancies found during the inspection in either the pump or associated equipment the customer has the following options:



**Xylem Inc / Flygt Products**  
**Stephen Toolsie – Service Supervisor**  
**Stephen.Toolsie@xylem.com**  
455 Harvest Time Drive Sanford, FL 32771  
Phone: 407-553-4148 • Fax: 407-880-2962

- 1) Permit Xylem Water Solutions personnel to make repairs on site if possible.
  - 2) Have Xylem Water Solutions return the pump to our shop for written estimate and repairs.
  - 3) Xylem Water Solutions does not provide any repairs or service to either the piping or valves.
- All pump repairs are subject to the Flygt published warranty. Xylem Water Solutions assumes no liability for damage to any equipment before, during or after inspection.

We thank you for your interest in our equipment and look forward to being of service to you in the near future. A SIGNED FACSIMILE COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

## **STEPHEN TOOLSIE**

Service Supervisor

Xylem Water Solutions

Office: 407-553-4148

Fax: 407-880-2962

Stephen.Toolsie@xyleminc.com

Company Name: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Purchase Order Number: \_\_\_\_\_



## STATIONARY FOUNTAIN MAINTENANCE PROPOSAL

Effective on: January 1, 2022

Prepared by: Innovative Fountain and Lake Services  
450-106 State Road 13 N  
St. Johns, FL 32259  
Phone: (904) 551-1017  
Fax: (904) 551-1234  
Website: [www.innovativefountainservices.com](http://www.innovativefountainservices.com)

Prepared for: Lesley Gallagher

Project: World Commerce Center

We are pleased to offer you the following proposal for the World Commerce Center project. Please do not hesitate to contact us if you have any questions.

### GENERAL SCOPE OF WORK:

Innovative Fountain and Lake Services proposes to furnish all labor, materials, tools, and travel costs to complete the scope of work as described below on a twice a month basis. The contract period for this service will be one year. Either party may terminate this agreement at any time by providing 30 days prior written notice to the other. The following is a general list of specific inclusions and exclusions.

### INCLUSIONS:

1. Clean display heads.
2. Clean cartridge filter.
3. Clean suction strainer baskets on all pumps.
4. Adjust display valves as needed.
5. Wash down pump pit.
6. Test sump pump.
7. Test pump circuits.
8. Tighten electrical connections in control panel.
9. Reset timers as needed.
10. Replace light bulbs as needed.

**EXCLUSIONS:**

1. Add chemicals as needed.
2. Labor or parts other than described in the inclusions.

All the above procedures meet and or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.

**Our price, based on the scope of work that is described above is: \$335.00 Monthly**

**TERMS OF THIS PROPOSAL:**

Work will be billed monthly with the balance due net 30. This proposal is good for 30 days.

Sincerely,

Ronnie Benson

**ACCEPTANCE:**

I \_\_\_\_\_ accept the terms of this maintenance proposal as described above.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Hearing on  
Fiscal Year 2021-2022  
Final Budget**



## **Tab 7**

## RESOLUTION 2021-07

### THE ANNUAL APPROPRIATION RESOLUTION OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors ("**Board**") of the World Commerce Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT:

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the World Commerce Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND - (SERIES 2004A-1)	\$_____
DEBT SERVICE FUND - (SERIES 2007A)	\$_____
DEBT SERVICE FUND - (SERIES 2015)	\$_____
TOTAL ALL FUNDS	\$_____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 17TH DAY OF AUGUST, 2021.**

ATTEST:

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2021/2022 Budget

# Exhibit A



Rizzetta & Company

# **World Commerce Community Development District**

[www.worldcommercecdd.org](http://www.worldcommercecdd.org)

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**Proposed Budget for Fiscal Year 2021/2022**

**Presented by: Rizzetta & Company, Inc.**

**2806 N. Fifth Street  
Suite 403  
St. Augustine, Florida 32084  
Phone: 904-436-6270**

[rizzetta.com](http://rizzetta.com)

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Rizzetta & Company

**Proposed Budget**  
**World Commerce Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 89,663	\$ 89,663	\$ 88,916	\$ 747	\$ 129,153	\$ 40,237	To Be Updated Prior to Public Hearing
6	Off Roll*	\$ 225,134	\$ 225,134	\$ 225,134	\$ -	\$ 262,217	\$ 37,083	To Be Updated Prior to Public Hearing
7	<b>TOTAL REVENUES</b>	<b>\$ 314,797</b>	<b>\$ 314,797</b>	<b>\$ 314,050</b>	<b>\$ 747</b>	<b>\$ 391,370</b>	<b>\$ 77,320</b>	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	<b>TOTAL REVENUES AND</b>	<b>\$ 314,797</b>	<b>\$ 314,797</b>	<b>\$ 314,050</b>	<b>\$ 747</b>	<b>\$ 391,370</b>	<b>\$ 77,320</b>	
12								
13	<b>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to</b>							
14								
15	<b>ADMINISTRATIVE</b>							
16								
17	Legislative							
18	Supervisor Fees	\$ 4,000	\$ 5,000	\$ 4,000	\$ (1,000)	\$ 4,000	\$ -	Based on Quarterly Meetings
19	Financial & Administrative							
20	Administrative Services	\$ 3,600	\$ 4,800	\$ 4,800	\$ -	\$ 4,800	\$ -	
21	District Management	\$ 21,407	\$ 28,542	\$ 28,542	\$ -	\$ 28,542	\$ -	
22	District Engineer	\$ 5,505	\$ 7,340	\$ 5,000	\$ (2,340)	\$ 5,000	\$ -	Buc-ee's
23	Disclosure Report	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	
24	Trustees Fees	\$ 10,961	\$ 14,000	\$ 14,000	\$ -	\$ 14,000	\$ -	
25	Assessment Roll	\$ 5,250	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ -	
26	Financial & Revenue	\$ 3,938	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ -	
27	Accounting Services	\$ 13,500	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ -	
28	Auditing Services	\$ 3,609	\$ 3,600	\$ 4,200	\$ 600	\$ 3,800	\$ (400)	Based on Current Engagement
29	Arbitrage Rebate Calculation	\$ 1,000	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ -	
30	Public Officials Liability Insurance	\$ 2,421	\$ 2,421	\$ 2,537	\$ 116	\$ 2,663	\$ 126	Based on Estimate Provided
31	Legal Advertising	\$ 265	\$ 1,500	\$ 1,000	\$ (500)	\$ 1,000	\$ -	
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
33	Miscellaneous Fees	\$ 1,241	\$ 1,993	\$ 100	\$ (1,893)	\$ 100	\$ -	Mailed Notice
34	Website Hosting, Maintenance, Backup	\$ 2,053	\$ 2,738	\$ 3,000	\$ 262	\$ 3,000	\$ -	Based on Current Agreements
35	Legal Counsel							
36	District Counsel	\$ 7,500	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	Buc-ee's
37	<b>Administrative Subtotal</b>	<b>\$ 93,425</b>	<b>\$ 119,109</b>	<b>\$ 114,354</b>	<b>\$ (4,755)</b>	<b>\$ 114,080</b>	<b>\$ (274)</b>	
38								
39	<b>OPERATIONS</b>							
40								
41	Electric Utility Services							
42	Utility Services	\$ 2,517	\$ 5,535	\$ 8,762	\$ 3,227	\$ 8,762	\$ -	Added Flag Pole Lighting FY20/21
43	Street Lights	\$ 15,107	\$ 20,143	\$ 20,500	\$ 357	\$ 20,500	\$ -	
44	Water-Sewer Combination							
45	Utility Services	\$ 7,504	\$ 7,504	\$ 4,000	\$ (3,504)	\$ 4,000	\$ -	Received Leak Credits Totalling \$6693.32 in Feb. 2021
46	Stormwater Control							
47	Aquatic Maintenance	\$ 3,800	\$ 5,700	\$ 5,700	\$ -	\$ 5,700	\$ -	Based on Current Agreement
48	Miscellaneous Expense		\$ 900	\$ 1,000	\$ 100	\$ 1,000	\$ -	Includes Lift Station PM



**Proposed Budget**  
**World Commerce Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
49	Other Physical Environment							
50	General Liability/Property Insurance	\$ 7,007	\$ 7,007	\$ 6,939	\$ (68)	\$ 7,478	\$ 539	Added Flag Poles FY 20/21. Based on Estimate Provided
51	Entry Fountain Maintenance & Repair	\$ 2,487	\$ 6,724	\$ 6,000	\$ (724)	\$ 6,000	\$ -	FY 20/21 Included Pressure Washing and Painting.
52	Entry/Walls Maintenance & Repair	\$ -	\$ 2,280	\$ 750	\$ (1,530)	\$ 750	\$ -	To Include Pressure Washing / FY 20/21 Stucco Repair
53	Landscape & Irrigation Maintenance Contract	\$ 86,811	\$ 117,669	\$ 115,748	\$ (1,921)	\$ 123,100	\$ 7,352	FY 20/21 Includes Two Rotations of Annuals Following West Entry Enhancement. FY 21/22 Proposed to Include Increase and Four Rotations of Annuals for West Entrance.
54	Irrigation Repairs	\$ 10,737	\$ 10,737	\$ 5,000	\$ (5,737)	\$ 5,000	\$ -	FY 20/21 Included Capping Lines Due to Buc-ee's Damage
55	Landscape Replacement Plants, Shrubs, Trees	\$ 3,402	\$ 9,014	\$ 5,000	\$ (4,014)	\$ 5,000	\$ -	FY 20/21 Includes West Entry Enhancement.
56	Contingency							
57	Miscellaneous Contingency	\$ 31,406	\$ 31,406	\$ 7,297	\$ (24,109)	\$ 35,000	\$ 27,703	FY 20/21 Included Grate Replacements at Lift Station and Irrigation Repairs Due to Bu-ee's Damage (West Side of Road) . FY 21/22 Proposed to Include 1st Island Redo at East Entrance Due to Buc-ee's Damage.
58	Capital Outlay	\$ 89,970	\$ 89,970	\$ 13,000	\$ (76,970)	\$ 55,000	\$ 42,000	FY 20/21 Included East Entry Enhancement . FY 21/22 Proposed to include Irrigation Repairs Along East Side of Road, East Entrance.
59								
60	<b>Field Operations Subtotal</b>	<b>\$ 260,748</b>	<b>\$ 314,588</b>	<b>\$ 199,696</b>	<b>\$ (114,892)</b>	<b>\$ 277,290</b>	<b>\$ 77,594</b>	
61								
62								
63	<b>TOTAL EXPENDITURES</b>	<b>\$ 354,173</b>	<b>\$ 433,697</b>	<b>\$ 314,050</b>	<b>\$ (119,647)</b>	<b>\$ 391,370</b>	<b>\$ 77,320</b>	
64								
65	<b>EXCESS OF REVENUES OVER</b>	<b>\$ (39,376)</b>	<b>\$ (118,900)</b>	<b>\$ -</b>	<b>\$ (118,900)</b>	<b>\$ -</b>	<b>\$ -</b>	
66								

**Budget Template**  
**World Commerce Community Development District**  
**Debt Service**  
**Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2004A-1	Series 2007A	Series 2015	Budget for 2021/2022
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$1,589,785.82	\$812,812.50	\$431,164.88	\$2,833,763.20
<b>TOTAL REVENUES</b>	<b>\$1,589,785.82</b>	<b>\$812,812.50</b>	<b>\$431,164.88</b>	<b>\$2,833,763.20</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Financial & Administrative				
Debt Service Obligation	\$1,589,785.82	\$812,812.50	\$431,164.88	\$2,833,763.20
<b>Administrative Subtotal</b>	<b>\$1,589,785.82</b>	<b>\$812,812.50</b>	<b>\$431,164.88</b>	<b>\$2,833,763.20</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,589,785.82</b>	<b>\$812,812.50</b>	<b>\$431,164.88</b>	<b>\$2,833,763.20</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Collection and Discount % applicable to the county:

6.0%

**Gross assessments**

**\$ 3,012,078.23**

**Notes:**

Tax Roll Collection Costs and Early Payment Discount for St. Johns County is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received

**World Commerce Community Development District**

**FISCAL YEAR 2021/2022 O&M ASSESSMENT SCHEDULE**

<b>2021/2022 O&amp;M Budget</b>	\$391,370.00
<b>St. Johns Co. 2% Collection Cost:</b>	\$8,327.02
<b>4% Early Payment Discount:</b>	\$16,654.04
<b>2021/2022</b>	<u>\$416,351.06</u>

<b>2020/2021 O&amp;M Budget</b>	\$314,050.00
<b>2021/2022 O&amp;M Budget</b>	\$391,370.00

<b>Total Difference:</b>	<u><u>\$77,320.00</u></u>
--------------------------	---------------------------

	<b>PER UNIT ANNUAL ASSESSMENT</b>				<b>Proposed Increase / Decrease</b>
	<b>2020/2021</b>	<b>2021/2022</b>	<b>\$</b>	<b>%</b>	
<b>Series 2015 Debt Service - SF</b>	\$1,145.74	\$1,145.74	\$0.00	0.00%	
<b>Operations/Maintenance - SF</b>	\$89.46	\$111.48	\$22.02	24.61%	
<b>Total</b>	<u><b>\$1,235.20</b></u>	<u><b>\$1,257.22</b></u>	<u><b>\$22.02</b></u>	<u><b>1.78%</b></u>	
<b>Series 2004A-1 / 2007A Debt Service - MF</b>	\$699.32	\$699.32	\$0.00	0.00%	
<b>Operations/Maintenance - MF</b>	\$74.55	\$92.90	\$18.35	24.61%	
<b>Total</b>	<u><b>\$773.87</b></u>	<u><b>\$792.22</b></u>	<u><b>\$18.35</b></u>	<u><b>2.37%</b></u>	
<b>Series 2004A-1 / 2007A Debt Service - Commercial</b>	\$979.05	\$979.05	\$0.00	0.00%	
<b>Operations/Maintenance - Commercial</b>	\$104.37	\$130.06	\$25.69	24.61%	
<b>Total</b>	<u><b>\$1,083.42</b></u>	<u><b>\$1,109.11</b></u>	<u><b>\$25.69</b></u>	<u><b>2.37%</b></u>	
<b>Series 2004A-1 / 2007A Debt Service - Hotel</b>	\$559.46	\$559.46	\$0.00	0.00%	
<b>Operations/Maintenance - Hotel</b>	\$59.63	\$74.32	\$14.69	24.64%	
<b>Total</b>	<u><b>\$619.09</b></u>	<u><b>\$633.78</b></u>	<u><b>\$14.69</b></u>	<u><b>2.37%</b></u>	
<b>Series 2004A-1 / 2007A Debt Service - Office</b>	\$839.19	\$839.19	\$0.00	0.00%	
<b>Operations/Maintenance - Office</b>	\$89.46	\$111.48	\$22.02	24.61%	
<b>Total</b>	<u><b>\$928.65</b></u>	<u><b>\$950.67</b></u>	<u><b>\$22.02</b></u>	<u><b>2.37%</b></u>	
<b>Series 2004A-1 / 2007A Debt Service - Industrial</b>	\$559.46	\$559.46	\$0.00	0.00%	
<b>Operations/Maintenance - Industrial</b>	\$59.63	\$74.32	\$14.69	24.64%	
<b>Total</b>	<u><b>\$619.09</b></u>	<u><b>\$633.78</b></u>	<u><b>\$14.69</b></u>	<u><b>2.37%</b></u>	

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2021/2022 O&M ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$391,370.00
COLLECTION COSTS @ 2%		\$8,327.02
EARLY PAYMENT DISCOUNT @ 4%		\$16,654.04
TOTAL O&M ASSESSMENT		<u>\$416,351.06</u>

UNITS ASSESSED								PER LOT O&M ASSESSMENT			
LOT SIZE PLATTED PARCELS	O&M	SERIES 2004A-1 & 2007A DEBT SERVICE <sup>(1)</sup>	SERIES 2015 DEBT SERVICE <sup>(1)</sup>	ALLOCATION OF O&M ASSESSMENT							
				EAU FACTOR	TOTAL	% TOTAL	TOTAL				
					EAU's	EAU's	O&M BUDGET				
SF	405		400	1.50	607.50	10.84%	\$45,150.99	\$111.48		\$1,145.74	\$1,257.22
MF	430.000	430		1.25	537.50	9.59%	\$39,948.41	\$92.90	\$699.32		\$792.22
COMM	276.678	258		1.75	484.19	8.64%	\$35,986.01	\$130.06	\$979.05		\$1,109.11
OFFICE	277.003	192.203		1.50	415.50	7.42%	\$30,881.38	\$111.48	\$839.19		\$950.67
IND	358.190	59.39		1.00	358.19	6.39%	\$26,621.62	\$74.32	\$559.46		\$633.78
Total Platted	1746.871	939.971	400		2402.88	42.89%	\$178,588.42				
UNPLATTED LANDS											
PLANNED UNITS											
MF	313	313		1.25	391.25	6.98%	\$29,078.73	\$92.90	\$699.32		\$792.22
COMM	479	497		1.75	837.73	14.95%	\$62,261.92	\$130.06	\$979.05		\$1,109.11
HOTEL	250	250		1.00	250.00	4.46%	\$18,580.66	\$74.32	\$559.46		\$633.78
OFFICE	1126.851	1126.817		1.50	1690.28	30.17%	\$125,625.78	\$111.48	\$839.19		\$950.67
IND	29.81	26.159		1.00	29.81	0.53%	\$2,215.56	\$74.32	\$559.46		\$633.78
Total Unplatted	2198.361	2212.976	0		3199.06	57.11%	\$237,762.64				
Total Community	3945.232	3152.947	400		5601.94	100.00%	\$416,351.06				
LESS: St. Johns County Collection Costs (2%) and Early Payment Discounts (4%):								(\$24,981.06)			
Net Revenue to be Collected								\$391,370.00			

UNPLAT BY ACREAGE    304.33                      304.33                                      \$237,762.64

PER ACRE ASSESSMENTS - UNPLATTED		
O&M	DEBT	TOTAL
\$781.27	\$5,933.00	\$6,714.27

<sup>(1)</sup> Reflects the number of total lots with Series 2004A-1, Series 2007A and Series 2015 debt outstanding.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2004A-1, Series 2007A and Series 2015 bond issues. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

<sup>(3)</sup> Annual assessment that will appear on November 2021 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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**Administrative Services:** The District will incur expenditures for the day to day operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



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**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.



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**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.



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**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.



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**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.



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**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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# **Public Hearing on Imposing Special Assessments**

## Tab 8

## RESOLUTION 2021-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the World Commerce Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A,"** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B,"** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**



- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Debt service special assessments directly collected by the District are due 100% on April 1, 2022. Operation and maintenance special assessments are due in full on December 31, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 17th day of August, 2021.

ATTEST:

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

# Exhibit A

will be attached as FY 2021-2022  
Final Adopted Budget

# **Exhibit B**

## **Assessment Roll**

Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

**AUDIENCE COMMENTS  
AND SUPERVISORS  
REQEUST**

# ADJOURNMENT