



Rizzetta & Company

World Commerce Community Development District

**Board of Supervisors' Meeting
January 18, 2022**

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

www.worldcommercecdd.org

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Curtis Robinson	Chairman
	Elizabeth Pappaceno	Vice Chairman
	Karen McNairn	Assistant Secretary
	Kenneth Hall	Assistant Secretary
	Jeffrey Silagy	Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutack Rock, LLP
District Engineer	Ryan Stilwell	Prosser

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

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

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

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

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

January 4, 2022

**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, January 18, 2022 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 October 19, 2021.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for September 2021, October 2021 and November 2021.....Tab 2
 - C. Ratification of Requisition, Series 2007, CR215-219.....Tab 3
 - D. Consideration of Proposal from LLS Tax Solutions, Inc., Arbitrage Services.....Tab 4
- 4. STAFF REPORTS**
 - A. District Counsel
 - 1.) Memorandum Regarding Wastewater and Stormwater Needs Analysis.....Tab 5
 - B. District Engineer
 - 1.) Consideration of Update to Prosser Rate Schedule.....Tab 6
 - 2.) *Consideration of Proposal for Waste and Stormwater Needs Analysis (Under Separate Cover)*
 - C. Landscape
 - 1.) Brightview Landscape Report, January 6, 2022.....Tab 7
 - D. District Manager
 - 1.) Ratification of Acceptance of Rizzetta Website Assignment.....Tab 8
 - 2.) Charles Aquatics Pond Report, January 7, 2022.....Tab 9
- 5. BUSINESS ITEMS**
 - A. Consideration of Clarification to Language to Construction Management Agreement
 - B. Consideration of Resolution 2022-02, Updates to Prompt Payment Policies.....Tab 10
 - C. Consideration of Resolution 2022-03, Conducting General Election.....Tab 11

- D. Consideration of Proposal for Fountain Repair.....Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

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

CALL TO ORDER / ROLL CALL

PUBLIC COMMENTS 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, October 19, 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	Board Supervisor, Chairman
Elizabeth Pappaceno	Board Supervisor, Vice Chairman
Karen McNairn	Board Supervisor, Assistant Secretary
Jeff Silagy	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company
Wes Haber	District Counsel, Hopping Green & Sams (via speaker phone)
Ryan Stilwell	District Engineer, Prosser Hallock
Michael Cills	Representative, Steinemann & Co.
Ronnie Benson	Representative, Innovative Fountain

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 members of the public present.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting held August 17, 2021**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on August 17, 2021 for World Commerce Community Development District.

FOURTH ORDER OF BUSINESS**Ratification of Operation and
Maintenance Expenditures for June
2021, July 2021 and August 2021**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board ratified Operation & Maintenance Expenditures for June 2021 in the amount of \$31,760.18, July 2021 in the amount of \$24,269.83 and August 2021 in the amount of \$31,366.65 for World Commerce Community Development District.

FIFTH ORDER OF BUSINESS**Ratification of Requisition, Series
2007, CR214 S2007**

On a motion by Ms. Pappaceno, seconded by Mr. Robinson, with all in favor, the Board ratified Requisition Series 2007, CR214 S007 for World Commerce Community Development District.

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

Mr. Haber updated the Board that as of November 15, 2021 the attorney comprising the special district practice group from Hopping Green & Sams, PA will be joining Kutak Rock, LLP and that with that all files for districts they represent will be going with them. He requested the Board authorize the records transferred by means of written authorization he provided. The consensus of the board was to authorize the transfer to Kutak Rock.

B. District Engineer

Mr. Stilwell provided an update on the site inspection of the fountain between Mr. Moss from Prosser and Mr. Benson from Innovative fountain. He also noted that the District Managers office has requested proposals from three (3) specialty caulking vendors in response to the findings from the inspection. Ms. Gallagher updated the Board that as of the date of the meeting one (1) of the three (3) had responded they would provide a proposal. Mr. Benson explained he believes the fountain is settling and feels that continually caulking may provide eight (8) to ten (10) more years of life with the fountain.

The concern is that continued settling due to leaks may eventually cause the pipes to break. He estimated the cost of a new fountain could reach 100,000.00.

The Board authorized the caulking proposals to be sent to the Chairman for approval before the next meeting. They also authorized Innovative Fountain to reduce inspections to once per month at a reduced cost until the fountain is operating again.

The District Engineer provided a traffic signal update that is anticipated the plans would be sent to the county for review in November. He also noted that a site meeting would be coordinated with Costco and BrightView prior to construction in an effort to be proactive and avoid the damage to CDD improvements and issues the CDD had with Buc-gee's construction process.

C. Landscape

- 1.) BrightView Landscape Report, September 24, 2021
- 2.) Consideration of Proposal for Flag Replacement

BrightView as not in attendance.

The proposal for flag replacements was tabled. The Board expressed concerns that due to the flags tearing the same area, the workmanship was in question.

D. District Manager

- 1.) Pond Report, September 29, 2021

Ms. Gallagher updated the Board that the next regularly scheduled meeting was January 18, 2022 at 9:00 a.m.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-01,
Amending Fiscal Year 2020-2021
Budget**

Ms. Gallagher reviewed the revised amended budget, (Exhibit A).

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adopted Resolution 2022-01, Amending Fiscal Year 2020-2021, as revised, for World Commerce Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of Proposal for Fiscal Year
2021-2022 District Insurance Policy**

On a motion by Mr. Silagy, seconded by Ms. McNairn, with all in favor, the Board ratified the Chairman's approval of Fiscal Year 2021-2022 District Insurance Policy for World Commerce Community Development District.

NINTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

Mr. Silagy requested an update on the LED streetlight FPL conversion.

TENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. McNairn, seconded by Mr. Robinson, with all in favor, the Board adjourned the meeting at 9:55 a.m. for World Commerce Community Development District.

DRAFT

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A



Rizzetta & Company

World Commerce Community Development District

www.worldcommercecdd.org

Amended Budget for Fiscal Year 2020/2021

Presented by: Rizzetta & Company, Inc.

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

rizzetta.com

Amended Budget
World Commerce Community Development District
General Fund
Fiscal Year 2020/2021

Chart of Accounts Classification	Current Budget for Fiscal Year 2020/21	Amended Budget for Fiscal Year 2020/21
REVENUES		
Special Assessments		
Tax Roll*	\$ 88,916	\$ 88,916
Off Roll*	\$ 225,134	\$ 225,134
TOTAL REVENUES	\$ 314,050	\$ 314,050
Balance Forward from Prior Year	\$ -	\$ 150,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 314,050	\$ 464,050
EXPENDITURES - ADMINISTRATIVE		
Legislative		
Supervisor Fees	\$ 4,000	\$ 4,000
Financial & Administrative		
Administrative Services	\$ 4,800	\$ 4,800
District Management	\$ 28,542	\$ 28,542
District Engineer	\$ 5,000	\$ 5,000
Disclosure Report	\$ 7,000	\$ 7,000
Trustees Fees	\$ 14,000	\$ 14,000
Assessment Roll	\$ 5,250	\$ 5,250
Financial & Revenue Collections	\$ 5,250	\$ 5,250
Accounting Services	\$ 18,000	\$ 18,000
Auditing Services	\$ 4,200	\$ 4,200
Arbitrage Rebate Calculation	\$ 1,500	\$ 1,500
Public Officials Liability Insurance	\$ 2,537	\$ 2,537
Legal Advertising	\$ 1,000	\$ 1,000
Dues, Licenses & Fees	\$ 175	\$ 175
Miscellaneous Fees	\$ 100	\$ 2,100
Website Hosting, Maintenance, Backup	\$ 3,000	\$ 3,000
Legal Counsel		
District Counsel	\$ 10,000	\$ 10,000
Administrative Subtotal	\$ 114,354	\$ 116,354
EXPENDITURES - FIELD OPERATIONS		
Electric Utility Services		
Utility Services	\$ 8,762	\$ 8,762
Street Lights	\$ 20,500	\$ 20,500
Water-Sewer Combination Services		
Utility Services	\$ 4,000	\$ 4,000
Stormwater Control		
Aquatic Maintenance	\$ 5,700	\$ 5,700
Miscellaneous Expense	\$ 1,000	\$ 1,000
Other Physical Environment		
General Liability/Property Insurance	\$ 6,939	\$ 6,939
Entry Fountain Maintenance & Repair	\$ 6,000	\$ 6,000
Entry/Walls Maintenance & Repair	\$ 750	\$ 750
Landscape & Irrigation Maintenance Contract	\$ 115,748	\$ 115,748

Amended Budget
World Commerce Community Development District
General Fund
Fiscal Year 2020/2021

Chart of Accounts Classification	Current Budget for Fiscal Year 2020/21	Proposed Budget for Fiscal Year 2020/21
Irrigation Repairs	\$ 5,000	\$ 13,000
Landscape Replacement Plants, Shrubs, Trees	\$ 5,000	\$ 5,000
Contingency		
Miscellaneous Contingency	\$ 7,297	\$ 65,297
Capital Outlay	\$ 13,000	\$ 95,000
Field Operations Subtotal	\$ 199,696	\$ 347,696
TOTAL EXPENDITURES	\$ 314,050	\$ 464,050
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

Tab 2

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

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

Operation and Maintenance Expenditures September 2021 Presented For Board Approval

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

The total items being presented: **\$26,012.54**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc	3421	126795	Entry Sign Repairs 07/21 Monthly Aquatic Management Services	\$ 2,280.00
Charles Aquatics, Inc	3418	43401	09/21	\$ 475.00
Egis Insurance Advisors LLC	3422	14009	Gen Liab/Property/POL Insurance FY 21/22	\$ 10,086.00
Florida Power & Light Company	2021093021-1	74760-43505 08/21	185 International Golf Pkwy 08/21	\$ 1,694.28
Florida Power & Light Company	093021-1	74760-43505 09/21	185 International Golf Pkwy 09/21	\$ 1,694.28
Florida Power & Light Company	093021-1	Electric Summary 08/21	Electric Summary 08/21	\$ 335.07
Hopping Green & Sams	3414	124718	General/Monthly Legal Services 06/21	\$ 331.00
Hopping Green & Sams	3414	124719	Trust Indenture 06/21	\$ 2,538.98
Hopping Green & Sams	3419	125058	General/Monthly Legal Services 07/21	\$ 416.00
Hopping Green & Sams	3419	125059	Trust Indenture 07/21	\$ 130.00
Innovative Fountain Services	3415	2021889	Fountain Maintenance 08/21 Project 101029.60 Engineering Services	\$ 160.00
Prosser, Inc.	3420	46678	08/21	\$ 1,055.93
Rizzetta & Company, Inc.	3416	INV0000061149	District Management Services 09/21	\$ 4,716.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	3417	INV0000007915	Website Hosting Services 09/21	<u>\$ 100.00</u>
Report Total				<u>\$ 26,012.54</u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

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

Operation and Maintenance Expenditures October 2021 Presented For Board Approval

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

The total items being presented: **\$39,538.20**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 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.	003426	7574879	Irrigation Repair 09/21	\$ 1,437.88
BrightView Landscape Services, Inc.	003427	7589058	Landscape Maintenance 09/21	\$ 10,252.00
BrightView Landscape Services, Inc.	003427	7589059	Landscape Maintenance 10/21	\$ 10,252.00
BrightView Landscape Services, Inc.	003430	7592194	Install Annuals 10/21	\$ 960.40
Charles Aquatics, Inc	003428	43641	Monthly Aquatic Management Services 10/21	\$ 475.00
Curtis J Robinson	003434	CR101921	Board of Supervisors Meeting 10/19/21	\$ 200.00
Elizabeth Pappaceno	003432	LP101921	Board of Supervisors Meeting 10/19/21	\$ 200.00
Florida Power & Light Company	ACH103121-1	Electric Summary 09/21	Electric Summary 09/21	\$ 413.91
Innersync	003423	19798	Quarterly ADA Website Services Q1 FY 21/22	\$ 384.38
Jeffrey J. Silagy	003435	JS101921	Board of Supervisors Meeting 10/19/21	\$ 200.00
Karen L. McNairn	003431	KM101921	Board of Supervisors Meeting 10/19/21	\$ 200.00
Prosser, Inc.	003433	46891	Project 101029.60 Engineering Services 09/21	\$ 348.25
Rizzetta & Company, Inc.	003424	INV0000061879	District Management Services 10/21	\$ 4,716.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003429	INV0000062044	Assessment Roll Preparation FY 21/22	\$ 5,250.00
Rizzetta Technology Services, LLC	003425	INV0000008008	Website Hosting Services 10/21	\$ 100.00
U S Bank	003436	6238501	Trustee Fees Series 2015 08/01/21 - 07/31/22	<u>\$ 4,148.38</u>
Report Total				<u>\$ 39,538.20</u>

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

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

Operation and Maintenance Expenditures

November 2021

Presented For Board Approval

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

The total items being presented: **\$12,272.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc	3445	43880	Monthly Aquatic Management Services 11/21	\$ 475.00
Department of Economic Opportunity	3440	84827	Special District Fee FY 21/22	\$ 175.00
Disclosure Services, LLC	3441	5	Amortization Schedule S2015 11/1/21	\$ 100.00
Florida Power & Light Company	ACH113021-1	74760-43505 10/21	185 International Golf Pkwy 10/21	\$ 1,694.28
Florida Power & Light Company	ACH113021-1	Electric Summary 10/21	Electric Summary 10/21	\$ 242.46
Grau and Associates	3442	K52904839R32	Audit for FYE 09/30/21	\$ 87.00
Hopping Green & Sams	3443	125628	General/Monthly Legal Services 08/21	\$ 1,170.00
Hopping Green & Sams	3443	125629	Trust Indenture 08/21	\$ 182.00
Hopping Green & Sams	3443	125797	General/Monthly Legal Services 09/21	\$ 619.53
Hopping Green & Sams	3443	125798	Trust Indenture 09/21	\$ 338.00
Prosser, Inc.	3444	46971	Engineering Services 10/21	\$ 454.50
Rizzetta & Company, Inc.	3437	INV0000062570	District Management Services 11/21	\$ 4,716.00
Rizzetta Technology Services, LLC	3438	INV0000008190	Website Hosting Services 11/21	\$ 100.00

World Commerce Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
St Johns County Utility Department	ACH113021-2	524989-114648 10/21	100-2 World Comm Pkwy 10/21	\$ 235.41
The St. Augustine Record	3439	0003380403-01	Acct #15640 Legal Advertising 10/21	\$ 98.73
The St. Augustine Record	3439	I03328297-12232020 12/20	Acct #15640 Legal Advertising 12/20	\$ 183.99
The St. Augustine Record	3439	I03354986-05182021 05/21	Acct #15640 Legal Advertising 05/21	\$ 933.40
The St. Augustine Record	3439	I03366140-07132021 07/21	Acct #15640 Legal Advertising 07/21	\$ <u>466.70</u>
Report Total				<u>\$ 12,272.00</u>

Tab 3

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

October 13, 2021

U.S. BANK NATIONAL ASSOCIATION

World Commerce Special Assessment Bonds, Series 2007

Attention: Barry Knack

60 Livingstone Avenue, 3rd Floor

St. Paul, MN 55107

RE: Special Assessment Bonds, Series 2007
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account #108812008.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS OUTLINED BELOW:

**A) Prosser, Inc. and Steinmann Development Co-FL, Inc. VIA
USPS**

B) ALL OTHERS VIA OVERNIGHT DELIVERY

REQUISITION NO.	PAYEE	AMOUNT
215	Degrove Surveyors Inc.	\$8,140.00
216	Prosser, Inc.	\$5,026.55
217	Steinmann Development Co-FL. Inc.	\$3,451.52
218	T2 UES, Inc.	\$11,219.02
219	World Commerce Center, LLP	\$18,445.78

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,
WORLD COMMERCE
COMMUNITY DEVELOPMENT DISTRICT

Lesley Gallagher
District Manager

REQUISITION NO. 215

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2007**

The undersigned, a Responsible Officer of World Commerce Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of a Master Trust Indenture dated July 1, 2004, as supplemented by a Third Supplemental Trust Indenture dated February 1, 2007, from the District to U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as trustee (the "Trustee")(collectively, the "2007 Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the 2007 Indenture):

September 23, 2021

- (A) Requisition Number: 215
- (B) Name of Payee: DeGrove Surveyors Inc.
2131 Corporate Square Boulevard
Jacksonville, FL 32216
- (C) Amount Payable: \$8,140.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice #2021083 for Topographic Survey
- (E) Fund or Account from which disbursement to be made: Series 2007 Construction Account #108812008

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Traffic Signal Design Project;

REQUISITION NO. 216

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2007**

The undersigned, a Responsible Officer of World Commerce Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of a Master Trust Indenture dated July 1, 2004, as supplemented by a Third Supplemental Trust Indenture dated February 1, 2007, from the District to U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as trustee (the "Trustee")(collectively, the "2007 Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the 2007 Indenture):

September 23, 2021

- (A) Requisition Number: 216
- (B) Name of Payee: Prosser, Inc.
13901 Sutton Park Drive South
Jacksonville, FL 32224-0229
- (C) Amount Payable: \$5,026.55
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 46772 for Project 121037.01 WCC Parkway Signal Design
- (E) Fund or Account from which disbursement to be made: Series 2007 Construction Account #108812008

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
or
this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Traffic Signal Design Project;

REQUISITION NO. 217

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2007**

The undersigned, a Responsible Officer of World Commerce Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of a Master Trust Indenture dated July 1, 2004, as supplemented by a Third Supplemental Trust Indenture dated February 1, 2007, from the District to U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as trustee (the "Trustee")(collectively, the "2007 Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the 2007 Indenture):

September 23, 2021

- (A) Requisition Number: 217
- (B) Name of Payee: Steinemann Development Co-FL, Inc.
13901 Sutton Park Drive, Suite 105
Jacksonville, FL 32224
- (C) Amount Payable: \$3,451.52
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice #s 1, 2, & 4 for Project 121037.01
WCC Parkway Signal Design
- (E) Fund or Account from which disbursement to be made: Series 2007
Construction Account #108812008

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
or
this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Traffic Signal Design Project;

REQUISITION NO. 218

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2007**

The undersigned, a Responsible Officer of World Commerce Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of a Master Trust Indenture dated July 1, 2004, as supplemented by a Third Supplemental Trust Indenture dated February 1, 2007, from the District to U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as trustee (the "Trustee")(collectively, the "2007 Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the 2007 Indenture):

September 23, 2021

- (A) Requisition Number: 218
- (B) Name of Payee: T2 UES, Inc.
P O Box 120543
Dallas, TX 75312-0543
- (C) Amount Payable: \$11,219.02
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # NF606172 for Project MA Locations @ World Commerce Pkwy Survey Crew
- (E) Fund or Account from which disbursement to be made: Series 2007 Construction Account #108812008

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Traffic Signal Design Project;

REQUISITION NO. 219

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS
SERIES 2007**

The undersigned, a Responsible Officer of World Commerce Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of a Master Trust Indenture dated July 1, 2004, as supplemented by a Third Supplemental Trust Indenture dated February 1, 2007, from the District to U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as trustee (the "Trustee")(collectively, the "2007 Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the 2007 Indenture):

September 23, 2021

- (A) Requisition Number: 219
- (B) Name of Payee: World Commerce Center, LLP
13901 Sutton Park Drive, Suite 105
Jacksonville, FL 32224
- (C) Amount Payable: \$18,445.78
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 3 for Project 120080.01 WCC Traffic Light Prosser Invoices 45315, 45002, 44978, & 44788
- (E) Fund or Account from which disbursement to be made: Series 2007
Construction Account #108812008

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
or
this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Traffic Signal Design Project;

Tab 4



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

November 8, 2021

World Commerce Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

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

- \$12,275,000 World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2007

SCOPE OF SERVICES

The procedures that we will perform are as follows:

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

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

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to

certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

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

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ending January 31, 2023, January 31, 2024, and January 31, 2025, is \$1,500, which is \$500 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

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

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

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

ACCEPTANCE

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

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

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
World Commerce Community Development
District

By: Linda L. Scott
Linda L. Scott, CPA

By: _____
Print Name _____
Title _____
Date: _____

STAFF REPORTS

District Counsel

Tab 5

MEMORANDUM

TO: DISTRICT MANAGER

FROM: KUTAK ROCK LLP

RE: WASTEWATER AND STORMWATER NEEDS ANALYSIS

During the 2021 legislative session, sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

District Engineer

Tab 6

October 28, 2021

Lesley Gallagher
World Commerce CDD
c/o Rizzetta & Company
2806 N. 5th Street., Suite 403
St. Augustine, FL 32084

RE: Prosser, Inc. 2021 Updated Rate Schedule

Dear Ms. Gallagher:

After analyzing our current rates with the World Commerce CDD, which have been in effect since August 1, 2018, we have found it necessary to increase rates to our current standard professional rates. These adjustments are being made to accommodate increases in personnel costs and to enable us to serve the World Commerce CDD well by continuing to attract the most highly qualified professionals in our service areas. Please note that these new rates went into effect in May, 2021, however, due to our long-standing relationship with the World Commerce CDD we have maintained the agreed upon rates as long as fiscally possible.

We appreciate the trust you have placed in Prosser and look forward to continuing to fulfill your design needs in the future. Please review the attached rates for presentation and approval at the next Board meeting, as we anticipate implementation of these rates beginning January 1, 2022.

If you have any questions or require additional information, please feel free to contact our office.

Sincerely,

PROSSER, INC.



Ryan P. Stilwell, PE
Principal

Enclosure: 2021 Rate Schedule



Creative Visionaries. Engineering Minds®

Hourly Rate Schedule

Effective May 17, 2021

Planning & Engineering

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$165
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

Project & Business Services

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

Information Services

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

CEI/Construction Management Services

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

*Consideration of Proposal for
Waste and Stormwater Needs
Analysis
(Under Separate Cover)*

Landscape

Tab 7



Quality Site Assessment

Prepared for:

World Comm Center

Thu Jan 06 2022

QUALITY SITE ASSESSMENT

World Comm Center

General Information

DATE: Thursday, Jan 06, 2022

NEXT INSPECTION DATE: Tuesday, Apr 05, 2022

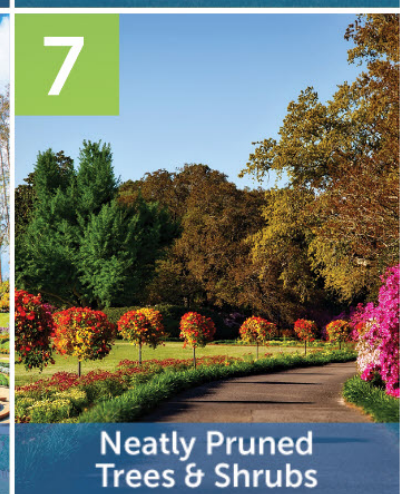
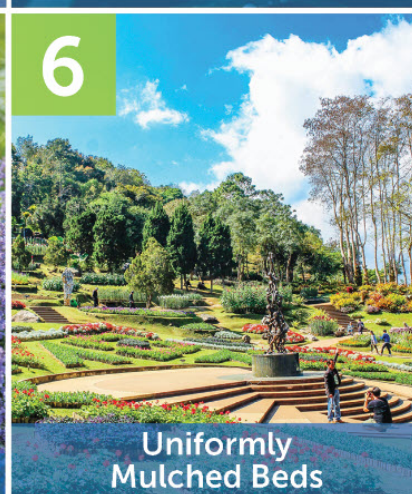
CLIENT ATTENDEES: Lesley Gallagher

BRIGHTVIEW ATTENDEES: Steve McAvoy

Customer Focus Areas

East and West Entrance areas

Quality you can count on.



QUALITY SITE ASSESSMENT

World Comm Center

Maintenance Items



1 Winter flowers have been installed

2 Turf color is starting to fade due to cooler temps

3 Roses have been fertilized and we also applied Fungicide and insecticide.

4 Palms are in need of pruning

QUALITY SITE ASSESSMENT

World Comm Center

Maintenance Items



5 Mowing and edging are being completed as needed during winter months

6 Plant material is being trimmed as needed during winter months.

7 Pond bank growth is holding will schedule to mow end of February or beginning of March

8 We will begin tree pruning in January

QUALITY SITE ASSESSMENT

World Comm Center

Maintenance Items



9 We will begin selective pruning crêpe myrtles in February

Recommendations for Property Enhancements



1 Second pic of turf damage

2 Turf has been damaged at fountain area due to county construction

3 Select areas in need of plant replacement

4 Wax Myrtles at lift stations are steadily declining I would suggest replacing.

Recommendations for Property Enhancements



5 We would like to recommend cutting back encroaching wood lines

District Manager

Tab 8

**CONSENT TO ASSIGNMENT OF THE CONTRACT FOR
TECHNOLOGY SERVICES BY
AND BETWEEN WORLD COMMERCE COMMUNITY DISTRICT AND RIZZETTA
TECHNOLOGY SERVICES, LLC TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 17th day of December, 2021 by and between, Rizzetta Technology Services, LLC. whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and World Commerce Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Technology Services contract*, dated August 20, 2019, respectively, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: World Commerce CDD
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock, LLP
P.O. Box 10230
Tallahassee, FL 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

World Commerce Community Development District

By: 

Print Name: Curtus J. Robinson

Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC

By: 

Print Name: William J. Rizzetta

Its: President

Assignee: Rizzetta & Company, Inc.

By: 

Print Name: William J. Rizzetta

Its: President



Rizzetta & Company

Tab 9



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256
Fax: 904-807-9158 **Phone: 904-997-0044**

Service Report

Date: January 7, 2022

Biologist: Bill Fuller

Client: World Commerce CDD

Waterways: 1 lake, 1 pond and 1 canal

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



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



BUSINESS ITEMS

Consideration of Clarification to Language to Construction Management Agreement

Tab 10

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the World Commerce Community Development District (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, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of January, 2022.

ATTEST:

**WORLD COMMERCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

**WORLD COMMERCE COMMUNITY
DEVELOPMENT DISTRICT**

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

December 9, 2021

World Commerce Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the World Commerce Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-436-6270), email: info@rizzetta.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
World Commerce Community Development District
c/o [Rizzetta & Company, Inc.](#)
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
2. **Email Address**
CDDinvoice@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

Tab 11

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE SAINT JOHNS SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS

WHEREAS, the 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 the unincorporated Saint Johns County, Florida; and

WHEREAS, the Board of Supervisors of World Commerce Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the Saint Johns Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

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

Section 1. The Board is currently made up of the following individuals:

Section 2. The term of office for each member of the Board is as follows: Curtis Robinson, Elizabeth Pappaceno, Karen McNairn, Jeff Silagy and Kenneth Hall.

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Curtis Robinson	2022
2	Elizabeth Pappaceno	2022
3	Karen McNairn	2022
4	Kenneth Hall	2024
5	Jeff Silagy	2024

Section 3. Seat 1, currently held by Curtis Robinson, Seat 2, currently held by Elizabeth Pappaceno and Seat 3, currently held by Karen McNairn are scheduled for the General Election in November 2022.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2022 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to conduct the District's General Elections. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 18th DAY OF JANUARY, 2022.

**WORLD COMMERCE
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 12



BLANCHARD CAULKING & COATING, INC.

Lesley Gallagher
Rizzetta & Company
2806 N 5th Street, Suite 403
St Augustine, FL 32084

October 21, 2021

RE: World Commerce CDD Fountain

PROPOSAL

We are pleased to present to you our proposal to do the following work. All labor, materials, equipment, taxes and supervision are included in pricing. Work is limited to the item(s) listed below, other items can be priced upon request. Our price is based on working normal M-F business hours. If work is limited to weekend and/or evening work only our pricing may increase. Thanks for the opportunity.

SCOPE OF WORK

1. **Sealant Removal** – Completely remove all existing joint sealants inside fountain. Electric handheld grinders will be used to remove and clean joints down to bare concrete.
2. **Pressure Clean** – Pressure wash all surface to be coated to remove all bond breaking contaminants.
3. **Sealant Replacement** – Install backer rod where necessary and Thiokol 2235 High Performance Polysulfide Sealant in all joints inside fountain.
4. **Waterproof Coating** – Apply primer coat & 1 full coat of Insl-x Chlorinated Rubber Fountain Coating per manufacturer's recommended mil thickness on interior of fountain. Owner to select color from attached color chart.

OUR PRICE FOR THIS WORK

\$6,846.00

*PROPOSAL MUST BE SIGNED & RETURNED BEFORE WORK CAN BE SCHEDULED

Authorized Signature

Printed Name & Title

Date



CHLORINATED RUBBER SWIMMING POOL PAINT SEMI-GLOSS FINISH CR-26XX

Features

- Use in Fresh and Salt Water
- Resists Fading, Abrasion and Alkalies

Recommended For

Where to use: pools or fountains. Chlorinated Rubber Pool Coating is designed for use on concrete, Marcite, and Gunnite surfaces. The integrity of the Marcite or Gunnite must be sound and solid. Do not use in hot tubs and spas due to high water temperatures. We do not recommend painting stainless steel, aluminum, galvanized, fiberglass, steel or **vinyl lined pools with this product. DO NOT APPLY OVER A PREVIOUS EPOXY OR ACRYLIC POOL PAINT!**

General Description

A chlorinated rubber based coating for new or old concrete pools. Durable in fresh or salt water and acceptable for use in chlorinated pools. Resists fading, abrasion and alkalies. **See Insl-x® Swimming Pool Paint Application Instructions for complete instructions regarding application.**

Limitations

- Do not apply this product if the material, substrate or ambient temperature is below 50 °F (10 °C) or above 100 °F (37.8 °C).
- Do not paint if surface temperature is within 5 degrees of the dew point.
- Do not paint if rain or excessive moisture is expected within 4 – 6 hours.
- Wherever possible, avoid painting in direct sunlight.
- Do not use in hot tubs and spas due to high water temperatures.
- Must follow Application Instructions.

Product Information

Colors — Standard:

CR2610 – White
CR2602 – Accent Red
CR2620 – Black
CR2619 – Aquamarine
CR2623 – Ocean Blue
CR2624 – Royal Blue

Light Reflectance Values

85% plus
X
X
X
81%
57%

Can be tinted with up to 2 oz. per gallon of industrial (844 type) colorant.

— Tint Bases:

N/A

— Special Colors:

Contact your dealer.

Certification & Qualifications :

The product supported by this data sheet contains a maximum of 600 grams per liter VOC/VOS (5 lbs. /gal.) excluding water & exempt solvents.

Pool paint applications are not addressed by LEED (Leadership in Energy and Environmental Design).

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	NO
OTCII	NO
CARB	NO
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent dealer. For the location of the dealer nearest you, call 1-866-708-9180, or visit www.insl-x.com.

Technical Data◇

White

Vehicle Type Chlorinated Rubber

Pigment Type Titanium Dioxide

Volume Solids 33 ± 1.0%

Coverage per Gallon at Recommended Film Thickness 250 – 300 Sq. Ft.

Recommended Film Thickness — Wet 5.5 - 6.4 mils
— Dry 1.8 - 2.1 mils

Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.

Dry Time @ 77 °F (25 °C) @ 50% RH — Tack Free 30 Minutes
— To Recoat 24 Hour
— Full Cure 7 days outdoors
10 - 14 days indoors

High humidity and cool temperatures will result in longer dry, recoat and service times.

Dries By Evaporation

Viscosity 70 – 80 KU

Flash Point 60° F or greater
(TT-P-141, Method 4293)

Gloss / Sheen Semi-Gloss (20 - 35 @ 60°)

Surface Temperature at Application — Min. 50 °F
— Max. 100 °F

Thin With Not Recommended

Clean Up Thinner Xylene

Weight Per Gallon 10.2 lbs.

Storage Temperature — Min. 45 °F
— Max. 95 °F

Volatile Organic Compounds (VOC)

565 Grams/Liter 4.7 Lbs./Gallon

◇ Reported values are for White. Contact dealer for values of other bases or colors.

Chlorinated Rubber Swimming Pool Paint Semi-Gloss Finish CR-26XX

Surface Preparation

The following is a basic guide only. Do not paint pool without following all instructions listed in the Insl-x® "Chlorinated Rubber Pool Painting Guide". If a previous paint exists and is in good condition, determine the type of pool paint previously used. Insl-x® Chlorinated Rubber Pool Coating can only be applied over another paint if the previous paint was also a chlorinated rubber.

Surfaces to be painted must be clean, dry and free from all oils and grease. Use Insl-x® Citrus Based Cleaner or a similar heavy duty citrus based

cleaner / degreaser. Hand scrub at the water line where oils from sun tan lotion will tend to migrate.

Unpainted Concrete: Following a thorough cleaning, new or previously unpainted concrete pools must be etched with a 10% solution of muriatic acid, evenly applied until it ceases to effloresce. Then thoroughly triple rinse with clean water and allow to dry 3 days. It is extremely important to ensure that all traces of acid are thoroughly neutralized and rinsed away. Use a solution of 1 LB. of Baking Soda to 5 Gallons of water.

Unpainted Plaster (Marcite/Gunite/Diamond Brite): Following a thorough cleaning, new or previously unpainted plaster must be etched with a 10% solution of muriatic acid, evenly applied until it ceases to effloresce. Then thoroughly triple rinse with clean water and allow to dry 3 days.

Unpainted Fiberglass: Chlorinated Rubber Pool Paint is not recommended for this substrate.

Unpainted Steel: Chlorinated Rubber Pool Paint is not recommended for this substrate.

Previously Painted Pools: Scrub surface with Insl-x® Pool Cleaner to get rid of all chalk, scum, oil, dirt and suntan lotions. Flush with plenty of clean water and let dry. Scuff sand with 150 – 180 grit sandpaper or equivalent. Rinse off sanding dust and allow to dry 24 hours.

DO NOT ACID ETCH A PREVIOUSLY PAINTED SURFACE!!!

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

Concrete, Marcite, Gunite: Self Priming

NOTE: Painting over many old layers of pool paint is not recommended and could result in premature adhesion loss. Once multiple layers (4 or more) of paint have been applied and have aged, consideration should be given to removing all old layers back down to the substrate prior to the next paint application. When in doubt, check the adhesion of previous paint layers before proceeding.

Application

Stir product thoroughly to assure uniform pigment dispersion. This product is self-priming on the substrates listed above. This product is formulated to be applied without thinning. Do not thin if this would result in the product exceeding any VOC regulations in effect where it is being applied. This product can be applied by Brush, Roller or Spray. Roller application is preferred. Follow spread rate recommendations. Do not apply heavier than recommendations. **Always apply two coats of pool paint.**

Brush: Natural bristle only.

Roller: Industrial Cover with Phenolic core. 1/4" – 1/2" nap.

Conventional Air Spray: Binks, Graco, DeVilbiss

Airless Spray: Graco

Conventional Air spray:	Binks	Graco	DeVilbiss
Spray Gun:	#18 or #62	800	JGA/502 or MBC-510
Fluid Nozzle:	66 or 63C	03 or 04	FF or E
Air Cap:	66PE or 63PB	02, 03 or 04	704, 765 or 78
Airless Spray:	Graco		
Pump:	23:1 Monarch or 30:1 Bulldog		
Pressure Filter:	60 Mesh		
Fluid Hose:	1/4" x 50' or 3/8" x 100'		
Airless Gun:	208-663		
Tips:	.015 - .021 reversible tip		
Minimum Pressure:	2000 PSI		

NOTE: If more than 72 hours (@77°F) elapses between coats, sand the film to provide sufficient profile (150-180 grit). Do not apply this product if the material, substrate or ambient temperature is below 50°F or above 100°F. Do not paint if surface temperature is within 5 degrees of the dew point. Wherever possible, avoid painting in direct sunlight.

IMPORTANT SAFETY NOTE: All glossy surfaces can be slippery. Where non skid properties are required a non skid additive should be used.

Allow at least 7 days after the final applied coat before filling the pool with water. 10-14 days for indoor pools. Provide forced air flow by using fans to circulate air in the pool. This is especially important in the deep end of an indoor pool, where solvent vapors from the pool paint will collect and slow final curing. If rain water gets into the pool prior to the completion of full cure, pump out the rain water as soon as possible.

Never cover the pool with a tarp or solar blanket during cure. This could trap solvent in the coating.

All pool paints will eventually fade in color when exposed to chlorine. Maximum color fastness can be achieved by maintaining proper chemical balances. Do not over-chlorinate. After refilling pool, add concentrated chlorine or chlorine shock through a chlorinator or into the skimmer trap to avoid having concentrated chlorine come in contact with the new paint.

WAIT 7 DAYS AFTER FINAL COAT BEFORE FILLING POOL WITH WATER. EXTEND DRY TIME TO 10 – 14 DAYS FOR INDOOR POOLS.

All pool paints will eventually fade in color when exposed to chlorine. Maximum color fastness can be achieved by maintaining proper chemical balances. Do not over-chlorinate. After refilling pool, add concentrated chlorine or chlorine shock through a chlorinator or into the skimmer trap to avoid having concentrated chlorine come in contact with the new paint. **WAIT 7 DAYS AFTER FINAL COAT BEFORE FILLING POOL WITH WATER. EXTEND DRY TIME TO 10 – 14 DAYS FOR INDOOR POOLS.**

Chlorinated Rubber Swimming Pool Paint Semi-Gloss Finish CR-26XX

Clean Up

Clean equipment with xylene.

USE COMPLETELY OR DISPOSE OF PROPERLY.

This product contains organic solvents which may cause adverse effects to the environment if handled improperly. Emptied containers may retain product residue. Follow label warnings even after container is emptied. Residual vapors may explode on ignition.

Disposal of wastes containing either organic solvents or free-liquids in landfills is prohibited. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for local disposal options.**

Environmental Health & Safety Information

DANGER!

FLAMMABLE LIQUID AND VAPOR; VAPOR HARMFUL

Contains: Xylene, VM& P Naphtha

HARMFUL OR FATAL IF SWALLOWED. ASPIRATION HAZARD. CAUSES IRRITATION TO EYES, SKIN AND RESPIRATORY TRACT. VAPORS MAY AFFECT BRAIN OR NERVOUS SYSTEM CAUSING DIZZINESS, HEADACHE OR NAUSEA. MAY CAUSE ALLERGIC SKIN REACTION.

Cancer Hazard. Contains Crystalline Silica that can cause cancer when in respirable form (spray mist or sanding dust).

NOTICE: Repeated or prolonged exposure to organic solvents may lead to permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling vapors may be harmful or fatal.

Keep away from heat, sparks and flame. Vapors are heavier than air and may travel along ground or may be moved by ventilation and ignited by pilot lights, or other flames, sparks, heaters, or static discharge. Vapors may cause flash fire. Do not smoke. Extinguish all flames and pilot lights, and turn off stoves, heaters, electric motors and other sources of ignition during use and until all vapors are gone. Prevent build-up of vapors by opening all windows and doors to achieve cross-ventilation.

Use only with adequate ventilation. Use only where airflow will keep vapors from building up in or near the work area in adjoining rooms. Vapors may spread long distances. Use portable explosion-proof ventilating and lighting equipment. Connect to exterior power source. If exhaust fans are used, the motors must be explosion proof. Keep electrical power and gas supplies off until all vapors are gone.

Do not breathe vapors, spray mist or sanding dust. Avoid contact with eyes, skin and clothing. To avoid breathing vapors or spray mist open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor levels are above the applicable limits, wear an appropriate, properly fitted respirator (NIOSH approved) during and after application. Follow respirator manufacturer's directions for respirator use. Aspiration Hazard. Small amounts aspirated into the respiratory system may cause mild to severe pulmonary injury. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: If affected by inhalation of vapors or spray mist, remove to fresh air. In case of eye contact, immediately flush with plenty of water for at least 15 minutes and get medical attention immediately; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If swallowed, do not induce vomiting. Get medical attention immediately.

IN CASE OF FIRE – Use foam, CO₂, dry chemical or water fog.

SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

KEEP OUT OF REACH OF CHILDREN

**Refer to Safety Data Sheet for
additional health and safety information.**



**COLOUR SELECTION
CHOIX DE COULEURS**



**Aquamarine
Aquamarine**



**Ocean Blue
Bleu Océanique**



**Royal Blue
Bleu Royal**

**Also available in White, Red, and Black.
Autres choix de couleurs : Blanc, Rouge et Noir.**

Please note a printed rendition of painted substrates can only approximate the actual colour on the painted surface.
Colour representations may differ slightly from actual paint.

Veuillez noter qu'une représentation imprimée d'un substrat peint ne peut refléter à la perfection la véritable couleur.
Les couleurs illustrées peuvent différer légèrement de la peinture en contenant.

PRODUCT SELECTION CHOIX DE PRODUITS

Waterborne Swimming Pool Paint • Peinture à base d'eau pour piscines

Colour Couleur	Product Produit	Size Format
Red • Rouge	WR1002092-01	3.79L • 3,79 L
White • Blanc	WR1010092-01	3.79L • 3,79 L
White • Blanc	WR1010099-05	18.9L • 18,9 L
Aquamarine • Aquamarine	WR1019092-01	3.79L • 3,79 L
Black • Noir	WR1020092-01	3.79L • 3,79 L
Ocean Blue • Bleu Océanique	WR1023092-01	3.79L • 3,79 L
Ocean Blue • Bleu Océanique	WR1023099-05	18.9L • 18,9 L
Royal Blue • Bleu Royal	WR1024092-01	3.79L • 3,79 L
Royal Blue • Bleu Royal	WR1024099-05	18.9L • 18,9 L

Rubber-Based Swimming Pool Paint • Peinture à base de caoutchouc pour piscines

Colour Couleur	Product Produit	Size Format
White • Blanc	RP2710092-01	3.79L • 3,79 L
White • Blanc	RP2710099-05	18.9L • 18,9 L
Aquamarine • Aquamarine	RP2719092-01	3.79L • 3,79 L
Aquamarine • Aquamarine	RP2719099-05	18.9L • 18,9 L
Black • Noir	RP2720092-01	3.79L • 3,79 L
Black • Noir	RP2720099-05	18.9L • 18,9 L
Ocean Blue • Bleu Océanique	RP2723092-01	3.79L • 3,79 L
Ocean Blue • Bleu Océanique	RP2723099-05	18.9L • 18,9 L
Royal Blue • Bleu Royal	RP2724092-01	3.79L • 3,79 L
Royal Blue • Bleu Royal	RP2724099-05	18.9L • 18,9 L

Epoxy Swimming Pool Paint • Peinture époxydique pour piscines

Colour Couleur	Product Produit	Size Format
Red • Rouge	IG4001S99-2K	Two 3.79L Kit • Trousse de 2x 3,79 L
White • Blanc	IG4010S99-2K	Two 3.79L Kit • Trousse de 2x 3,79 L
Black • Noir	IG4020S99-2K	Two 3.79L Kit • Trousse de 2x 3,79 L
Royal Blue • Bleu Royal	IG4024S99-2K	Two 3.79L Kit • Trousse de 2x 3,79 L
Ocean Blue • Bleu Océanique	IG4042S99-2K	Two 3.79L Kit • Trousse de 2x 3,79 L

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 de problèmes d'INSL-X^{MD}, rendez-vous sur insl-x.ca.

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TECHNICAL DATA SHEET – THIOKOL® 2235M

Revised: 2/2017

DESCRIPTION

Thiokol 2235M is a high performance, non-sag, certified per NSF/ANSI Standard 61, chemical resistant elastomeric joint sealant. Due to its high polysulfide polymer content, it is resistant to many chemicals, shrinkage, aging, thermal stress and the effects of outdoor exposure.

TYPICAL APPLICATION

PRIMER	Thiokol 5050 Primer @ 3-5 mils (concrete) Thiokol 5050 Primer @ 2-3 mils (steel)
BACKER ROD	Customer supplied
SEALANT	Thiokol 2235M
OPTIONS	Thiokol CR Chemical Resistant Joint Sealant System adds PolySpec 196BA and PolySpec 196SL Thiokol DC Dual Containment Joint Sealant System adds Thiokol RLP 2378+ and Engineering Fabric

PERFORMANCE DATA

TENSILE STRENGTH (ASTM D - 412)	150-200 psi
ELONGATION (ASTM D - 412)	500-550%
HARDNESS, SHORE A (ASTM D - 2240)	25-30
JOINT MOVEMENT	±25%
VOC	0.0 lb/gal; 0.0 gm/L
VOLUME SOLIDS	100%

APPROVALS

- Certified per NSF/ANSI Standard 61
- MIL TT-S-00227, Type II, non-sag
- ASTM C-920, Type M, Grade NS, Class 25, Use NT, M, G, A and O

BENEFITS

- Retains elasticity even as concrete moves; maintains flexibility over time
- Resists mild acids, alkalis and petroleum products
- Resists effects of sunlight, rain, snow, ozone, aging, shrinkage and cyclic temperature changes, even after years of service
- Contains no volatile solvents

RECOMMENDED USES

Concrete expansion joints:

- Water treatment & storage facilities
- Bridges
- Roadways
- Warehouse floors
- Secondary containment dike walls & floors
- Tank chine seals
- Concrete panels

GENERIC DESCRIPTION: Polysulfide Sealant

STANDARD COLORS: Gray

PACKAGING: 1.5-Gallon Unit

MIX RATIO: 12R: 1H

COVERAGE:

JOINT SIZE	COVERAGE PER GALLON
1/2" W x 1/4" D	154 linear ft
1/2" W x 1/2" D	77 linear ft
3/4" W x 1/2" D	51 linear ft
1" W x 1/2" D	38 linear ft
1" W x 3/4" D	25 linear ft

Coverages are theoretical only.

THIOKOL® 2235M
INDUSTRIAL POLYSULFIDE JOINT SEALANT, NON SAG

STORAGE & INSTALLATION

STORAGE ENVIRONMENT	Dry area, 65-80°F
APPLICATION TEMPERATURE, AMBIENT	50-95°F
APPLICATION TEMPERATURE, SUBSTRATE	Minimum 5° above dew point
SHELF LIFE	18 month
POT LIFE, @ 77°F	1 hour
TACK FREE, @ 77°F	6 hours
FULL CURE, @ 77°F	7 days

Material cures more slowly at cooler temperatures, and working time will be substantially reduced at higher temperatures. In hot weather, material should be cooled to 65°F to 80°F prior to mixing and application to improve workability and avoid shortened pot life. The data shown above reflects typical results based on laboratory testing under controlled conditions. Reasonable variations from the data shown above may result.

CONSIDERATIONS & LIMITATIONS

- Do not thin with solvents unless advised to do so by ITW Engineered Polymers.
- Confirm product performance in specific chemical environment prior to use.
- Prepare substrate according to "Surface Preparation" portion of this document.
- Always use protective clothing, gloves and goggles consistent with OSHA regulations during use. Avoid eye and skin contact. Do not ingest or inhale. Refer to Material Safety Data Sheet for detailed safety precautions.
- For industrial/commercial use. Installation by trained personnel only.

SURFACE PREPARATION

CONCRETE: Apply only to clean, dry and sound concrete substrates that are free of all coatings, sealers, curing compounds, oils, greases or any other contaminants.

- New concrete should be cured a minimum of 28 days.
- Concrete that has been contaminated with chemicals or other foreign matter must be neutralized or removed.
- Remove any laitance or weak surface layers.
- Concrete should have a minimum surface tensile strength of at least 300 PSI per ASTM D-4541.
- Surface profile shall be CSP-3 to CSP-5 meeting ICRI (International Concrete Repair Institute) standard guideline #03732 for coating concrete, producing a profile equal to 60-grit sandpaper or coarser. Prepare surface by mechanical means to achieve this desired profile.

STEEL: For immersion service, "White Metal" abrasive blast with an anchor profile of 2-4 mils in accordance with Steel Structures Painting Council Specification SP-5-63 or NACE No. 1 is required. For splash and spillage exposure, "Near White" SP-10-63 or NACE No. 2 is required.

Refer to PolySpec Surface Preparation Guidelines for more details.

INSTALLATION STEPS

BASE SYSTEM: Thiokol 2235M HP High Performance Joint Sealant System

- Prime surface with Thiokol 5050 Primer. See data sheet for application details.
- Install a backer rod into the joint; the backer rod should be compressed 25%. When a backer rod is not feasible, bond breaker tape is acceptable.

NOTE: Ideally, the joint depth should be one half the joint width.

- Add Component B to Component A and mix at slow speed (250-300 RPM) with a 1/2" drill 2 part sealant mixing paddle until material is completely blended. Scrape down sides of container and mixing paddle periodically during mixing; thorough blending of the components is essential for maximum performance of the sealant.

NOTE: Typical mixing time is 3-5 minutes.

- Thiokol 2235M is supplied in a non-sag consistency that will gun easily with conventional caulking equipment. Fill joint completely. The best installation is done with a bulk caulk gun such as an Albion model # DL-45-T13 or suitable equal.

NOTE: Proper width to depth ratios must be maintained.

- Immediately after application, dry tool the sealant using a spatula. Use light pressure to ensure positive and complete contact of the sealant to the joint surfaces. Non-sag sealants should be tooled with a suitable sealant spatula with a rounded tip similar to the 258 series by Albion to provide a concave finish thereby creating the desired hour-glass configuration. Spatulas should be slightly wider than the width of the expansion joint.

NOTE: Care must be taken to avoid contamination of open joints. Blocking may be required.

OPTIONAL UPGRADE: Thiokol 2235M CR Chemical Resistant Joint Sealant System

- Perform steps 1-5 of Thiokol 2235M HP System, above.
 - Apply PolySpec 196BA Bonding Agent. Must be left open for chemical reaction for 16 hours. See data sheet for application details.
 - Using masking or duct tape, mask off edges of the expansion joint, leaving 1/4" to 1/2" of the concrete exposed.
 - Apply two coats of PolySpec 196SL. See data sheet for application details.
- NOTE: The second coat can be applied 20 to 30 minutes after the first coat.**
- Pull masking tape 10-15 minutes after the second coat is applied.

OPTIONAL UPGRADE: Thiokol 2235M DC Dual Containment Joint Sealant System

- Perform steps 1-5 of Thiokol 2235M HP System, above.
- Abrasive blast concrete surface 4" on each side of the expansion joint.
- Using duct tape, mask off the concrete 3" on both sides of the expansion joint.
- Prime the prepared concrete surface with Thiokol 5050 Primer.
- Prepare and apply one 20 mil coat of Thiokol RLP 2378+ by roller. See data sheet for application details.
- Immediately lay engineering fabric into coating. Press it in with a dry roller.
- Saturate the fabric with an additional 20 mil coat of Thiokol RLP 2378+.
- Before the coating cures, pull all tape.

For best results, clean tools and equipment with PolySpec® All Purpose Cleaner, a nonflammable and non-evaporating cleaner. Always wear gloves when using this product.

C-12R:1H / DOC 2235M-TDS
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