



Rizzetta & Company

# **World Commerce Community Development District**

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**Board of Supervisors' Meeting  
August 16, 2022**

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

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

# WORLD COMMERCE DEVELOPMENT DISTRICT AGENDA

Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, FL 32095

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

**All Cellular phones and pagers must be turned off while in the meeting room.  
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **9:00 a.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

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

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

August 8, 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, August 16, 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' Regular Meeting Held on May 25, 2022.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for May, June and July 2022.....Tab 2
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape
  - D. District Manager
    1. Charles Aquatics Report.....Tab 3
3. **BUSINESS ITEMS**
  - A. Consideration of Renewal Proposal from Brightview.....Tab 4
  - B. Consideration of Renewal Proposal from Charles Aquatics.....Tab 5
  - C. Consideration of Renewal Proposal from Xylem.....Tab 6
  - D. Discussion Regarding Fountain Project
    1. Review of Estimated Costs for Sculpture Project
    2. Presentation of Proposal for Fountain Repairs.....Tab 7
  - E. Public Hearing on FY 2022/23 Budget
    1. Consideration of Resolution 2022-05; Adopting FY 2022/23 Budget.....Tab 8
  - F. Public Hearing on FY 2022/23 Special Assessments
    1. Consideration of Resolution 2022-06; Imposing Special Assessments.....Tab 9
  - G. Consideration of Resolution 2022-07; Setting the Date, Time, and Location of FY 2022/23 Regular Meetings.....Tab 10
  - H. Acceptance of Second Addendum – Contract for Professional District Services.....Tab 11
4. **SUPERVISOR REQUESTS**

**5. 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*

World Commerce

Community Development District

## **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 **continued** meeting of the Board of Supervisors of World Commerce Community Development District was held on **Wednesday, May 25, 2022 at 9:00 a.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084

Present and constituting a quorum:

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

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company</b>
Wes Haber	<b>District Counsel, Kutak Rock, LLC</b> <b>(via speaker phone)</b>
Ryan Stilwell	<b>District Engineer, Prosser Hallock</b>
Michael Cills	<b>Representative, Steinmann &amp; Co.</b>
Juwan Dupree	<b>Representative, BrightView Landscaping</b>
William Buerki	<b>Assoc. Branch Mgr., Brightview Landscaping</b>

**FIRST ORDER OF BUSINESS****Call to Order**

Ms. Gallagher called the meeting to order at 9:01 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 April 19, 2022**

On a motion by Mr. Silagy, seconded by Ms. McNairn, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on April 19, 2022 for World Commerce Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of Operation and  
Maintenance Expenditures for March  
and April 2022**

On a motion by Ms. Pappaceno, seconded by Mr. Silagy, with all in favor, the Board ratified Operation & Maintenance Expenditures for March 2022 in the amount of \$18,560.66, and April 2022 in the amount of \$22,972.86, for World Commerce Community Development District.

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

Mr. Haber provided an update that there was a law passed allowing legal advertisements on County websites. He was not sure what fees if any would be involved and if this would benefit districts financially. As more information becomes available, Mr. Haber will update the Board and staff.

**B. District Engineer**

Mr. Stilwell reviewed a draft copy of the Stormwater Analysis.

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board authorized the Chairman to work with staff between meetings to finalize and submit the report by the June 30th deadline, for World Commerce Community Development District.

**C. Landscape**

Mr. Buerki reviewed the landscape report found under tab 3 of the agenda. He was asked to review the condition of the oak tree at the east entrance and provide an update to the district manager.

**D. District Manager****1.) Charles Aquatics Pond Report**

Ms. Gallagher updated the Board that Costco had made their scheduled assessment payment following the last meeting and that she had received an update from Mr. Silagy that another flag was removed due to being torn at the seam and had obtained a replacement proposal which would be reviewed later in the agenda.

**SIXTH ORDER OF BUSINESS****Presentation of the Updated Costs for  
the Fountain.**

Mr. Stilwell presented an updated opinion for cost for the fountain, found under tab 5 of the agenda and updated the Board further that his firm had received additional information since the time this opinion was created that would bring the estimated cost closer to \$183,000.00.

The Board then discussed the option of leaving the fountain in place and it was noted that

a proposal to completely redo the fountain was being obtained to get a better understanding of what expense would be involved in making it operable again.

## **SEVENTH ORDER OF BUSINESS**

### **Updates Regarding the Costco Impacts**

1. Consideration of Brightview Proposal for Irrigation Repairs.  
Brightview updated the Board on the outcome of their site meeting with the Costco contractors and presented the proposal for irrigation repairs found under tab 6 of the agenda. Discussion ensued regarding the desired areas to be irrigated with County water. The timing of these repairs prior to Costco construction being completed was also noted.

On a motion by Mr. Hall, seconded by Mr. Robinson, with all in favor, the Board approved the Brightview proposal in the amount of \$29,516.42 for irrigation repairs, for World Commerce Community Development District.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Flag Replacement Proposal**

The Board reviewed a proposal from Buchanan Flag to replace the custom World Commerce flag in the amount of \$566.52. Ms. Gallagher noted that she had inquired on how long the flags should typically last and was told 6-12 months depending on the weather.

The Board directed the District Manager to contact Buchanan Flag to see if there is a discount available to purchase more than one flag.

On a motion by Ms. McNairn, seconded by Ms. Pappaceno, with all in favor, the Board authorized Mr. Silagy to sign off on the final Flag Replacement Proposal, for World Commerce Community Development District.

## **NINTH ORDER OF BUSINESS**

### **Presentation of Fiscal Year 2022/2023 Proposed Budget**

1. Consideration of Resolution 2022-04; Approving Fiscal Year 2022/23 Proposed Budget and Setting the Public Hearing on the Final Budget.

The Board reviewed the proposed budget for fiscal year 2022/23 and discussed the surplus funds the District came into fiscal year 2021/22 and the fact this District does not have a reserve account. Discussion ensued regarding potential fountain area plans, irrigation, repairs, and any miscellaneous contingency items.

The Board adopted Resolution 2022-04; Setting Public Hearing for August 16, 2022 at 9:00 am at the Holiday Inn Express location, and approved the Proposed Budget as amended to increase line 56 to \$110,000 and line 57 to \$75,000 bringing the total increase to \$113, 640.00 and the General Fund Budget amount to \$505,010.



On a motion by Ms. Pappaceno, seconded by Mr. Hall, with all in favor, the Board adopted Resolution 2022-04; Setting Public Hearing for August 16, 2022 and approved the Proposed Budget as amended, for World Commerce Community Development District.

**TENTH ORDER OF BUSINESS****Presentation of Registered Voters**

Ms. Gallagher updated the Board that per correspondence received from St Johns County Supervisor of Elections Office there were 1141 registered voters in the District as of April 27, 2022.

The Board then discussed the fountain area further and authorized the District Engineer to speak with the County regarding permit requirements at a cost not to exceed \$3,000.00 in order to prepare a scope prior to the next meeting.

On a motion by Ms. McNairn, seconded by Mr. Robinson, with all in favor, the Board authorized the District Engineer to speak with the County regarding permit requirements at a cost not to exceed \$3,000.00, for World Commerce Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Supervisor Requests and Audience Comments**

It was asked if there were any traffic light updates.

No audience present.

**FOURTEENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Hall, seconded by Ms. McNairn, with all in favor, the Board adjourned the meeting 10:21 a.m., for World Commerce Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

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## **Tab 2**

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

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

## **Operation and Maintenance Expenditures**

**May 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$18,850.43**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

## World Commerce Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	3495	7873442	Landscape Maintenance 05/22	\$ 10,252.00
Charles Aquatics, Inc	3497	45245	Monthly Aquatic Management Services 05/22	\$ 475.00
Florida Power & Light Company	20220510	74760-43505 04/22	185 International Golf Pkwy 04/22	\$ 1,819.63
Florida Power & Light Company	20220524	Electric Summary 05/22	Electric Summary 05/22	\$ 207.53
Krishna Hotel LLC dba Holida Inn Express	3499	51122	BOS Meeting Rental 05/11/22	\$ 100.00
Kutak Rock, LLP	3498	3027244	Legal Services 03/22	\$ 190.50
Rizzetta & Company, Inc.	3496	INV0000067886	District Management Fees 05/22	\$ 4,816.00
St Johns County Utility Department	20220519	524989-114648 04/22	100-2 World Comm Pkwy 04/22	\$ 431.56
St Johns County Utility Department	20220531	524989-114648 05/22	100-2 World Comm Pkwy 05/22	\$ 396.65
The St. Augustine Record	3501	0003415926-01	Acct #15640 Legal Advertising 05/22	\$ 67.32
The St. Augustine Record	3500	3408603	Acct #15640 Legal Advertising 04/22	<u>\$ 94.24</u>
<b>Report Total</b>				<u><b>\$ 18,850.43</b></u>

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

WWW.WORLDCOMMERCECDD.ORG

## **Operation and Maintenance Expenditures**

**June 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$25,388.22**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## World Commerce Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	003502	7921201	Landscape Maintenance 06/22	\$ 10,252.00
Buchanan Sign & Flag	003512	R-23826	Flag Replacements 05/22	\$ 923.00
Charles Aquatics, Inc	003508	45478	Monthly Aquatic Management Services 06/22	\$ 475.00
Curtis J Robinson	003506	CR052522	Board of Supervisors Meeting 05/25/2022	\$ 200.00
Elizabeth Pappaceno	003505	EP052522	Board of Supervisors Meeting 05/25/2022	\$ 200.00
Florida Power & Light Company	20220627-1	74760-43505 05/22	185 International Golf Pkwy 05/22	\$ 1,819.63
Florida Power & Light Company	20220627-1	Electric Summary 05-22	Electric Summary 05/22	\$ 126.04
Jeffrey J. Silagy	003507	JS052522	Board of Supervisors Meeting 05/25/2022	\$ 200.00
Karen L. McNairn	003504	KM052522	Board of Supervisors Meeting 05/25/2022	\$ 200.00
Kenneth O. Hall II	003503	KH052522	Board of Supervisors Meeting 05/25/2022	\$ 200.00
Kutak Rock, LLP	003510	3064318	Legal Services 04/22	\$ 2,377.52
Prosser, Inc.	003509	48030	Rebate Coordination with Staff 04/22	\$ 3,599.03

## World Commerce Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003511	INV0000068731	District Management Fees 06/22	\$ <u>4,816.00</u>
<b>Report Total</b>				<b>\$ <u>25,388.22</u></b>



# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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WWW.WORLDCOMMERCECDD.ORG

## **Operation and Maintenance Expenditures**

**July 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$51,926.27**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## World Commerce Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	3515	7970485	Landscape Maintenance 07/22	\$ 10,252.00
BrightView Landscape Services, Inc.	3518	7978149	Reroute mainline and wires 06/22	\$ 29,516.61
Charles Aquatics, Inc	3516	45726	Monthly Aquatic Management Services 07/22	\$ 475.00
Florida Power & Light Company	20220706	74760-43505 06/22	185 International Golf Pkwy 06/22	\$ 1,819.63
Florida Power & Light Company	20220726	Electric Summary 06/22	Electric Summary 06/22	\$ 384.27
Innersync	3517	20489	Website & Compliance Services – Q4 FY20/21	\$ 384.38
Krishna Hotel LLC dba Holida Inn Express	3519	08162022 Holiday Inn	BOS Meeting Rental 08/16/2022	\$ 100.00
Prosser, Inc.	3513	48269	District Engineer 05/22	\$ 3,123.20
Rizzetta & Company, Inc.	3514	INV0000069368	District Management Fees 07/22	\$ 4,816.00
Rizzetta & Company, Inc.	3520	INV0000070249	Mass Mailing 07/26/22	\$ 796.05
St Johns County Utility Department	20220719	524989-114648 06/22	100-2 World Comm Pkwy 06/22	<u>\$ 259.13</u>
<b>Report Total</b>				<b><u>\$ 51,926.27</u></b>

## **Tab 3**



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

## **Service Report**

**Date:** July 13, 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. Area is very wet.



## **Tab 4**

## LANDSCAPE SERVICES AGREEMENT

**Date:** August 1, 2022

**BrightView:** BrightView Landscape Services, Inc.

**Client:** World Commerce Center CDD

**Contract Start Date:** October 1, 2022

**Contract End Date:** September 30, 2025

**Service Fee\*:** \$129,175.20

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

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

**1. Services.**

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its

intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
- 5. Cooperation.**
  - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
  - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
  - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30

days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

#### **6. Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently

published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of this Agreement, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

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

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 days' prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in

its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

## **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Delaware will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and

all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting



from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: William Buerki  
Address: 2270 Dobbs Rd  
St Augustine, FL 32086

**With a copy to:**

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: World Commerce Community Development District  
Address: 3434 Colwell Ave, Suite 200  
Tampa, FL 33614 Attn: District Manager

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

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

**BRIGHTVIEW (as defined in the preamble)**

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

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

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

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

**CLIENT**

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

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

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

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

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
  - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

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

Landscape Site Name:*	World Commerce Center	Landscape Site Location:	World Commerce Center Pkwy St Augustine FL 32092
Client Business Name:	Rizzetta & Co.	Client Contact Name:	Lesley Gallagher
Client Contact Telephone:	904-436-6270	Client Contact Email:	lgallag
Billing Business Name:	Click here to enter text.	Billing Contact Name:	Click here to enter text.
Billing Contact Telephone:	Click here to enter text.	Billing Contact Address:	Click here to enter text.
Billing Email:	Click here to enter text.		
BrightView Contact Name:	Click here to enter text.	BrightView Contact Telephone:	Click here to enter text.

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms outlined below.

**Table A: Recurring Service Fee:**

Total Recurring Service Fee
<b>\$10,764.60</b>
<b>Per Month</b>

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

**Scope of Landscape Services**

**Description of Services (attach diagrams if necessary):**

Click here to enter text.

## LANDSCAPE MANAGEMENT

Base Management Yearly Fee	\$ 79,009.20

- 48 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning
- Storm Water Pond and Ditch Banks
  - Mowing, Line trimming to waters edge

Fertilizer/Pest Control/Weed Control Yearly Fee	\$ 16,050.00

- Turf Insect and Weed Control as needed
- 2x Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control as needed
- St Augustine Fertilization 3x per year
- Bahia Fertilization 2x per year

Irrigation Inspection Service Yearly Fee	\$ 10,380.00

- Monthly check and adjust all zones
- Cleaning irrigation heads
- Monthly Irrigation report

Annual Installation Yearly Fee	\$ 3,924.00

Annual Installation pricing Includes:

- Install 400 units 4x per year

Palm Pruning Yearly Fee	\$ 1,800.00

- Fertilization
- Prune all palms 1x per year
- Cleanup and Debris removal included

Mulch Application Yearly Fee	\$ 18,012.00

Mulch Application pricing includes:

- Mulch all plant beds and tree rings 1x/year
- Prep and cleanup is included in the price

**Total Yearly Price:** \$ 129,176.20 per year

**Total Monthly Price:** \$ 10,764.60 per month

## **Tab 5**



## Aquatic Management Agreement

This **Agreement** dated *effective to start* \_\_\_\_\_, **2022**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Address 3434 Colwell Ave, Ste 200

City Tampa State FL Zip 33614

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

Hereinafter called "**CLIENT**".

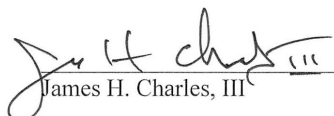
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s):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

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

a) <b>Monthly Aquatic Management Services</b>	\$ <u>475.</u>
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) <b>Grass Carp stocking (Upon Approval)</b>	\$ <u>8.50/fish</u>
e) <b>Permitting for Grass Carp</b>	\$ <u>Included</u>
f) <b>Fabrication and Installation of Aluminum Fish Barriers</b>	\$ <u>45/sq. ft</u>

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

**Charles Aquatics, Inc.**

  
James H. Charles, III

**Client**

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

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

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

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **October 1, 2022.**

## **Terms and Conditions**

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

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

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

-2-

(Aquatic Management Agreement continued page 3)

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



## **Tab 6**



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

## 2023 LIFT STATION PREVENTATIVE MAINTENANCE AGREEMENT

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

Date: August 03, 2022

We are pleased to offer the following services:

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

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

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

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

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

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

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



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

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

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

## **STEPHEN TOOLSIE**

Service Supervisor

Xylem Water Solutions

Office: 407-553-4148

Fax: 407-880-2962

Stephen.Toolsie@xyleminc.com

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

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

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

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

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

## **Tab 7**



## INNOVATIVE FOUNTAIN SERVICES

450-106 SR 13 N #217  
SAINT JOHNS, FL 32259

Phone #(904) 551-1017  
customerservice@innovativefountainservices.com

## Estimate

Date	Estimate #
8/2/2022	2819

### Name / Address

World Commerce CDD  
C/O Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

Description	Qty	Total
<p>Innovative Fountain Services propose to furnish all materials, labor, and tools to remove the existing flexible epoxy and fill all expansion joints and cracks with two-part high-strength nonflexible epoxy. Once that has cured for 24 hours we will apply the first coat of concrete based waterproofing on the entire interior surface of the fountain basin followed by a second coat after required cure time. Project will require four days with no rain and fountain must remain off for up to five days. Will also be installing heavyduty, underwater, sealed stainless steel, 80W LED light set in the fountain basin. Terms of sale are 50% deposit due upon placement of order with remaining balance due Net 30. Price shall remain valid for 45 days.</p> <p>Signature _____</p>		13,227.31
Thank you for the opportunity to serve you!	<b>Total</b>	\$13,227.31

## Tab 8

## RESOLUTION 2022-05

**THE ANNUAL APPROPRIATION RESOLUTION OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the World Commerce Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the World Commerce Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

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

## SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023, or within 60 days following the end of the Fiscal Year 2022/2023, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF AUGUST, 2022.**

ATTEST:

**WORLD COMMERCE COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2022/2023 Budget



# Exhibit A

FY 2023 Budget



Rizzetta & Company

# **World Commerce Community Development District**

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

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## **Approved Proposed Budget for Fiscal Year 2022/2023**

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**Proposed Budget**  
**World Commerce Community Development District**  
**General Fund**  
**Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 06/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 114,691	\$ 131,070	\$ 129,153	\$ 1,917	\$ 171,703	\$ 42,550	To Be Updated Prior to Public Hearing
6	Off Roll*	\$ 262,217	\$ 262,217	\$ 262,217	\$ -	\$ 333,307	\$ 71,090	To Be Updated Prior to Public Hearing
7	<b>TOTAL REVENUES</b>	<b>\$ 376,908</b>	<b>\$ 393,287</b>	<b>\$ 391,370</b>	<b>\$ 1,917</b>	<b>\$ 505,010</b>	<b>\$ 113,640</b>	
8								
9	Balance Forward from Prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 376,908</b>	<b>\$ 393,287</b>	<b>\$ 391,370</b>	<b>\$ 1,917</b>	<b>\$ 505,010</b>	<b>\$ 113,640</b>	
12								
13	<b>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior</b>							
14								
15	<b>ADMINISTRATIVE</b>							
16								
17	Legislative							
18	Supervisor Fees	\$ 3,600	\$ 4,600	\$ 4,000	\$ (600)	\$ 4,000	\$ -	Based on Quarterly Meetings
19	Financial & Administrative							
20	Administrative Services	\$ 3,600	\$ 4,800	\$ 4,800	\$ -	\$ 4,992	\$ 192	
21	District Management	\$ 21,407	\$ 28,542	\$ 28,542	\$ -	\$ 29,684	\$ 1,142	
22	District Engineer	\$ 10,004	\$ 9,853	\$ 5,000	\$ (4,853)	\$ 5,000	\$ -	FY 21/22 Includes Stormwater Analysis
23	Disclosure Report	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	
24	Trustees Fees	\$ 14,394	\$ 14,394	\$ 14,000	\$ (394)	\$ 14,500	\$ 500	
25	Assessment Roll	\$ 5,250	\$ 5,250	\$ 5,250	\$ -	\$ 5,460	\$ 210	
26	Financial & Revenue Collections	\$ 3,938	\$ 5,250	\$ 5,250	\$ -	\$ 5,460	\$ 210	
27	Accounting Services	\$ 13,500	\$ 18,000	\$ 18,000	\$ -	\$ 18,720	\$ 720	
28	Auditing Services	\$ 3,887	\$ 3,887	\$ 3,800	\$ (87)	\$ 4,000	\$ 200	Based on Current Engagement
29	Arbitrage Rebate Calculation	\$ 500	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ -	Based on Current Engagements
30	Public Officials Liability Insurance	\$ 2,542	\$ 2,542	\$ 2,663	\$ 121	\$ 3,050	\$ 387	Projected to Include Estimated 20% Increase
31	Legal Advertising	\$ 719	\$ 1,469	\$ 1,000	\$ (469)	\$ 1,000	\$ -	FY 22/23 Will Have Audit RFP
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
33	Miscellaneous Fees	\$ 522	\$ 1,618	\$ 100	\$ (1,518)	\$ 600	\$ 500	Includes Meeting Room Fees & Postage Fees from St. Johns Co. Tax Collector. FY 21/22 Included Mailed Notice
34	ADA Website Compliance Hosting, Maintenance, Remediating and Compliance	\$ 2,053	\$ 2,738	\$ 3,000	\$ 262	\$ 3,000	\$ -	Based on Current Agreements

**Proposed Budget**  
**World Commerce Community Development District**  
**General Fund**  
**Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 06/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
35	Legal Counsel							
36	District Counsel	\$ 3,832	\$ 7,500	\$ 10,000	\$ 2,500	\$ 10,000	\$ -	
37	<b>Administrative Subtotal</b>	<b>\$ 96,923</b>	<b>\$ 119,118</b>	<b>\$ 114,080</b>	<b>\$ (5,038)</b>	<b>\$ 118,141</b>	<b>\$ 4,061</b>	
38	<b>EXPENDITURES - FIELD OPERATIONS</b>							
39								
40	Electric Utility Services							
41	Utility Services	\$ 2,540	\$ 3,387	\$ 8,762	\$ 5,375	\$ 5,000	\$ (3,762)	Entry Fountain not Operating for a Portion of FY 21/22. Undetermined if Fountain Will Remain.
42	Street Lights	\$ 16,001	\$ 21,335	\$ 20,500	\$ (835)	\$ 22,000	\$ 1,500	LED Conversion FY 21/22
43	Water-Sewer Combination							
44	Utility Services	\$ 4,239	\$ 5,652	\$ 4,000	\$ (1,652)	\$ 4,000	\$ -	East Entrance Irrigation with County Water During a Portion of Costco Construction. Undetermined if Fountain Will Remain.
45	Stormwater Control							
46	Aquatic Maintenance	\$ 4,275	\$ 5,700	\$ 5,700	\$ -	\$ 5,700	\$ -	Based on Current Agreement
47	Miscellaneous Expense	\$ -	\$ 950	\$ 1,000	\$ 50	\$ 1,000	\$ -	Includes Lift Station PM
48	Other Physical Environment							
49	General Liability/Property Insurance	\$ 7,544	\$ 7,544	\$ 7,478	\$ (66)	\$ 9,053	\$ 1,575	Projected to Include Estimated 20% Increase.
50	Entry Fountain Maintenance & Repair	\$ -	\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	Future Status of Fountain Unknown. Potentially Could Include Monthly Preventative Maintenance Service if it Remains or Contribute Toward Conversion Expense
51	Entry/Walls Maintenance & Repair	\$ 420	\$ 420	\$ 750	\$ 330	\$ 3,000	\$ 2,250	To Include Pressure Washing. Flag Replacements.
52	Landscape & Irrigation Maintenance Contract	\$ 92,268	\$ 123,024	\$ 123,100	\$ 76	\$ 127,116	\$ 4,016	
53	Irrigation Repairs	\$ 2,933	\$ 3,911	\$ 5,000	\$ 1,089	\$ 10,000	\$ 5,000	
54	Landscape Replacement Plants, Shrubs, Trees	\$ 960	\$ 5,000	\$ 5,000	\$ -	\$ 10,000	\$ 5,000	Projected and Proposed to Include Potential Plant Replacements at Fountain Area

**Proposed Budget**  
**World Commerce Community Development District**  
**General Fund**  
**Fiscal Year 2022/2023**

	Chart of Accounts Classification	Actual YTD through 06/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
55	Contingency							
56	Miscellaneous Contingency	\$ 968	\$ 35,000	\$ 35,000	\$ -	\$ 110,000	\$ 75,000	FY 21/22 - Fountain Area Repairs or Enhancements? FY 22/23 Proposed to Include Potential Irrigation Upgrades, Woodline Cutbacks or East Entry Enhancements.
57	Capital Outlay	\$ 29,526	\$ 29,526	\$ 55,000	\$ 25,474	\$ 74,000	\$ 19,000	FY 21/22 Projected to Include Irrigation Restructuring Following Costco Construction. FY 22/23 Proposed to Possibly Contribute Toward Fountain Area Enhancements Possibly Including Sculpture.
58								
59	<b>Field Operations Subtotal</b>	<b>\$ 161,674</b>	<b>\$ 241,448</b>	<b>\$ 277,290</b>	<b>\$ 35,842</b>	<b>\$ 386,869</b>	<b>\$ 109,579</b>	
60								
61	<b>TOTAL EXPENDITURES</b>	<b>\$ 258,597</b>	<b>\$ 360,566</b>	<b>\$ 391,370</b>	<b>\$ 30,804</b>	<b>\$ 505,010</b>	<b>\$ 113,640</b>	
62								
63	<b>EXCESS OF REVENUES</b>	<b>\$ 118,311</b>	<b>\$ 32,721</b>	<b>\$ -</b>	<b>\$ 32,721</b>	<b>\$ -</b>	<b>\$ -</b>	

**World Commerce Community Development District**  
**Debt Service**  
**Fiscal Year 2022/2023**

Chart of Accounts Classification	Series 2004A-1	Series 2007A	Series 2015	Budget for 2022/2023
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$1,451,622.57	\$812,812.50	\$431,164.88	\$2,695,599.94
<b>TOTAL REVENUES</b>	<b>\$1,451,622.57</b>	<b>\$812,812.50</b>	<b>\$431,164.88</b>	<b>\$2,695,599.94</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Financial & Administrative				
Debt Service Obligation	\$1,451,622.57	\$812,812.50	\$431,164.88	\$2,695,599.94
<b>Administrative Subtotal</b>	<b>\$1,451,622.57</b>	<b>\$812,812.50</b>	<b>\$431,164.88</b>	<b>\$2,695,599.94</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,451,622.57</b>	<b>\$812,812.50</b>	<b>\$431,164.88</b>	<b>\$2,695,599.94</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Collection and Discount % applicable to the county:

6.0%

**Gross assessments**

**\$ 2,865,221.03**

**Notes:**

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

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

**World Commerce Community Development District**

**FISCAL YEAR 2022/2023 O&M ASSESSMENT SCHEDULE**

<b>2022/2023 O&amp;M Budget</b>		\$505,010.00
<b>St. Johns County Collection Cost:</b>	2%	\$10,744.89
<b>Early Payment Discount:</b>	4%	\$21,489.79
<b>2022/2023 Total:</b>		<b>\$537,244.68</b>

<b>2021/2022 O&amp;M Budget</b>	\$391,370.00
<b>2022/2023 O&amp;M Budget</b>	\$505,010.00

<b>Total Difference:</b>	<b>\$113,640.00</b>
--------------------------	---------------------

	<b>PER UNIT ANNUAL ASSESSMENT</b>		<b>Proposed Increase / Decrease</b>	
	<b>2021/2022</b>	<b>2022/2023</b>	<b>\$</b>	<b>%</b>
<b>Series 2015 Debt Service - SF</b>	\$1,145.74	\$1,145.74	\$0.00	0.00%
<b>Operations/Maintenance - SF</b>	\$111.48	\$143.85	\$32.37	29.04%
<b>Total</b>	<b>\$1,257.22</b>	<b>\$1,289.59</b>	<b>\$32.37</b>	<b>2.57%</b>
<hr/>				
<b>Series 2004A-1 / 2007A Debt Service - MF</b>	\$699.32	\$699.32	\$0.00	0.00%
<b>Operations/Maintenance - MF</b>	\$92.90	\$119.88	\$26.98	29.04%
<b>Total</b>	<b>\$792.22</b>	<b>\$819.20</b>	<b>\$26.98</b>	<b>3.41%</b>
<hr/>				
<b>Series 2004A-1 / 2007A Debt Service - Commercial</b>	\$979.05	\$979.05	\$0.00	0.00%
<b>Operations/Maintenance - Commercial</b>	\$130.06	\$167.83	\$37.77	29.04%
<b>Total</b>	<b>\$1,109.11</b>	<b>\$1,146.88</b>	<b>\$37.77</b>	<b>3.41%</b>
<hr/>				
<b>Series 2004A-1 / 2007A Debt Service - Hotel</b>	\$559.46	\$559.46	\$0.00	0.00%
<b>Operations/Maintenance - Hotel</b>	\$74.32	\$95.90	\$21.58	29.04%
<b>Total</b>	<b>\$633.78</b>	<b>\$655.36</b>	<b>\$21.58</b>	<b>3.40%</b>
<hr/>				
<b>Series 2004A-1 / 2007A Debt Service - Office</b>	\$839.19	\$839.19	\$0.00	0.00%
<b>Operations/Maintenance - Office</b>	\$111.48	\$143.85	\$32.37	29.04%
<b>Total</b>	<b>\$950.67</b>	<b>\$983.04</b>	<b>\$32.37</b>	<b>3.40%</b>
<hr/>				
<b>Series 2004A-1 / 2007A Debt Service - Industrial</b>	\$559.46	\$559.46	\$0.00	0.00%
<b>Operations/Maintenance - Industrial</b>	\$74.32	\$95.90	\$21.58	29.04%
<b>Total</b>	<b>\$633.78</b>	<b>\$655.36</b>	<b>\$21.58</b>	<b>3.40%</b>



**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2022/2023 O&M ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$505,010.00
COLLECTION COSTS @	2%	\$10,744.89
EARLY PAYMENT DISCOUNT @	4%	\$21,489.79
TOTAL O&M ASSESSMENT		<u>\$537,244.68</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT			
	O&M	SERIES 2004A-1 & 2007A DEBT SERVICE <sup>(1)</sup>	SERIES 2015 DEBT SERVICE <sup>(1)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's
<b>PLATTED PARCELS</b>						<b>TOTAL O&amp;M BUDGET</b>
SF	405		400	1.50	607.50	10.84%
MF	430.000	220		1.25	537.50	9.59%
COMM	276.678	258		1.75	484.19	8.64%
OFFICE	277.003	192.203		1.50	415.50	7.42%
IND	358.190	59.39		1.00	358.19	6.39%
<b>Total Platted</b>	<b>1746.871</b>	<b>729.971</b>	<b>400</b>		<b>2402.88</b>	<b>42.89%</b>
						<b>\$230,444.18</b>
<b>UNPLATTED LANDS</b>		<b>PLANNED UNITS</b>				
MF	313	313		1.25	391.25	6.98%
COMM	479	497		1.75	837.73	14.95%
HOTEL	250	250		1.00	250.00	4.46%
OFFICE	1126.851	1126.817		1.50	1690.28	30.17%
IND	29.81	26.159		1.00	29.81	0.53%
<b>Total Unplatted</b>	<b>2198.361</b>	<b>2212.976</b>	<b>0</b>		<b>3199.06</b>	<b>57.11%</b>
						<b>\$306,800.50</b>
<b>Total Community</b>	<b>3945.232</b>	<b>2942.947</b>	<b>400</b>		<b>5601.94</b>	<b>100.00%</b>
						<b>\$537,244.68</b>

LESS: St. Johns County Collection Costs (2%) and Early Payment Discounts (4%):

**Net Revenue to be Collected**

**(\$32,234.68)**

**\$505,010.00**

PER LOT O&M ASSESSMENT			
O&M	2004A-1 & 2007A D/S <sup>(2)</sup>	2015 D/S <sup>(2)</sup>	Total <sup>(3)</sup>
\$143.85		\$1,145.74	\$1,289.59
\$119.88	\$699.32		\$819.20
\$167.83	\$979.05		\$1,146.88
\$143.85	\$839.19		\$983.04
\$95.90	\$559.46		\$655.36
\$119.88	\$699.32		\$819.20
\$167.83	\$979.05		\$1,146.88
\$95.90	\$559.46		\$655.36
\$143.85	\$839.19		\$983.04
\$95.90	\$559.46		\$655.36

UNPLAT BY ACREAGE    460.04                      460.04                      \$306,800.50

PER ACRE ASSESSMENTS - UNPLATTED		
O&M	DEBT	TOTAL
\$666.90	\$3,924.85	\$4,591.75

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

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

<sup>(3)</sup> Annual assessment that will appear on November 2022 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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

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

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

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

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

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



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## **EXPENDITURES – ADMINISTRATIVE:**

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

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

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

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

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

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

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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



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

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

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

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

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

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

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

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

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

## **EXPENDITURES - FIELD OPERATIONS:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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### EXPENDITURES – ADMINISTRATIVE:

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

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



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## **Tab 9**



## RESOLUTION 2022-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

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

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

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

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

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

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

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

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

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Debt service special assessments directly collected by the District are due 100% on April 1, 2023. Operation and maintenance special assessments are due in full on December 31, 2022. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

**PASSED AND ADOPTED** this 16th day of August, 2022.

ATTEST:

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A:** Budget

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

# Exhibit A

FY 2023 Budget

# Exhibit B

## Assessment Roll

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

## **Tab 10**

## **RESOLUTION 2022-07**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2022/2023, AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2022/2023 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF AUGUST, 2022.**

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASST. SECRETARY**



**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023**

November 15, 2022

February 21, 2023

May 16, 2023

August 15, 2023

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

## **Tab 11**

## SECOND ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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This Second Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2022 (the “**Effective Date**”), by and between **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 (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

*(Remainder of this page is left blank intentionally)*

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

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

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

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

**Exhibit B – Schedule of Fees**

**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$2,473.67	\$29,684
Administrative:	\$416.00	\$4,992
Accounting:	\$1,560.00	\$18,720
Financial & Revenue Collections:	\$455.00	\$5,460
Assessment Roll <sup>(1)</sup>		\$5,460
<b>Total Standard On-Going Services:</b>	<b>\$4,904.67</b>	<b>\$64,316</b>

(1) Assessment Roll is paid in one lump-sum after time the roll is completed (October)

<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00