



Rizzetta & Company

World Commerce Community Development District

**Board of Supervisors' Meeting
October 26, 2022**

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

www.worldcommercecdd.org

WORLD COMMERCE DEVELOPMENT DISTRICT AGENDA

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

District Board of Supervisors	Curtis Robinson Elizabeth Pappaceno Karen McNairn Kenneth Hall Jeffery Silagy	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Hopping Green & Sams, P.A.
District Engineer	Ryan Stilwell	Prosser

**All Cellular phones 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 **Public Comments on Agenda Items**. The Public 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

October 19, 2022

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

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of World Commerce Community Development District will be held on **October 26, 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 August 16, 2022.....Tab 1
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape.....Tab 2
 - D. District Manager
 - 1.) Charles Aquatics Report October 2022.....Tab 3
5. **BUSINESS ITEMS**
 - A. Presentation of Proposals Received for Traffic Signal Improvement Project
(Under Separate Cover)
 - B. Consideration of Proposal for Oak Tree Elevations.....Tab 4
 - C. Consideration of Proposal for Fountain Preventative Maintenance.....Tab 5
 - D. Ratification of District Insurance Policy Fiscal Year 2022-2023.....Tab 6
 - E. Selection of Audit Committee and Setting the First Audit Committee Meeting
Date
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,
Lesley Gallagher
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 **regular** meeting of the Board of Supervisors of World Commerce Community Development District was 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

Present and constituting a quorum:

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

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company
Wes Haber	District Counsel, Kutak Rock, LLC
Ryan Stilwell	District Engineer, Prosser
Michael Cills	Representative, Steinmann & Co.
Steve McAvoy	Account Manager, BrightView Landscaping
William Buerki	Branch Manager, BrightView Landscaping

Audience was present.

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher called the meeting to order at 9:00 a.m. and read the roll call.

SECOND ORDER OF BUSINESS**Public Comments on Agenda Items**

No public comments.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting held May 25, 2022**

On a motion by Ms. Pappaceno, seconded by Mr. Hall, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on May 25, 2022, for World Commerce Community Development District.

FOURTH ORDER OF BUSINESS**Ratification of Operation and
Maintenance Expenditures for May,
June and July 2022**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board ratified Operation & Maintenance Expenditures for May 2022 in the amount of \$18,850.43, June 2022 in the amount of \$25,388.22 and July 2022 in the amount of \$51,926.27, for World Commerce Community Development District.

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

District Counsel did not have a report but was available to answer questions.

B. District Engineer

Mr. Stillwell provided a traffic signal update and that he was working on the bid package and will send to Mr. Haber for review upon completion and expected that bids would be requested in the next month or two. Mr. Haber added that this work would require a public notice for the installation and to provide materials for the installation of the traffic signal. He noted that proposals would be opened publicly and then brought to the Board to review.

On a motion by Mr. Silagy, seconded by Mr. Hall, with all in favor, the Board approved the RFP for the traffic signal and provided authorization for the Chairman to review, for World Commerce Development District.

C. Landscape

Mr. Buerki provided a landscape update and noted that there was no power at the east entrance. Ms. Gallagher stated she would contact FPL to investigate.

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

Ms. Gallagher reviewed her report.

SIXTH ORDER OF BUSINESS**Consideration of Renewal Proposal
from BrightView**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board approved the BrightView renewal proposal, for World Commerce Community Development District.

The Board noted that they would like to review pricing with each renewal associated with this proposal.

SEVENTH ORDER OF BUSINESS**Consideration of Renewal Proposal
from Charles Aquatics**

On a motion by Mr. Robinson, seconded by Ms. Pappaceno, with all in favor, the Board approved the renewal proposal from Charles Aquatics, for World Commerce Community Development District.

EIGHTH ORDER OF BUSINESS**Consideration of Renewal Proposal
from Xylem**

On a motion by Mr. Hall, seconded by Mr. Robinson, with all in favor, the Board approved the renewal proposal from Xylem, for World Commerce Community Development District.

NINTH ORDER OF BUSINESS**Discussion Regarding Fountain
Project, Review of Estimated Cost
for Sculpture Project and Presentation
of Proposal for Fountain Repairs**

The Board reviewed updated estimates for the sculpture project which brought the costs closer to \$183,000.00 and then reviewed a proposal from Innovative Fountain in the amount of \$13,227.31 to repair the fountain. Discussion ensued regarding costs.

On a motion by Mr. Robinson, seconded by Ms. Pappaceno, with all in favor, the Board approved the proposal from Innovative Fountain to repair the fountain again, for World Commerce Community Development District.

Innovative Fountain had made the recommendation that the water supply line at the back-flow preventer should be moved upstream of the irrigation mainline. Noting that a valve should be installed to allow the irrigation mainline to be turned off without impacting the fountain make-up water, which causes problems for the fountain. The Board requested that this be coordinated with BrightView.

TENTH ORDER OF BUSINESS**Public Hearing on FY 2022/23 Budget**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Public Hearing on Fiscal Year 2022/2023 Budget was opened, for World Commerce Community Development District.

Ms. Gallagher reviewed any adjustments to line items or projections since the budget was proposed, noting no bottom-line changes. There were no public comments.

On a motion by Ms. McNairn, seconded by Mr. Silagy, with all in favor, the Public Hearing on Fiscal Year 2022/2023 Budget was closed, for World Commerce Community Development District.

ELEVENTH ORDER OF BUSINESS**Consideration of Resolution 2022-05
Adopting FY 2022/23 Budget**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adopted resolution 2022-05, approving the fiscal year 2022/2023 final budget, for World Commerce Community Development District.

TWELFTH ORDER OF BUSINESS**Public Hearing on FY 2022/23 Special
Assessments**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Public Hearing on Fiscal Year 2022/2023 Assessments was opened, for World Commerce Community Development District.

Public Comment was heard on developed vs. undeveloped property and assessments.

On a motion by Ms. Pappaceno, seconded by Mr. Hall, with all in favor, the public hearing on fiscal year 2022/2023 was closed, for World Commerce Community Development District.

THIRTEENTH ORDER OF BUSINESS**Consideration of Resolution 2022-06,
Imposing Special Assessments**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board adopted resolution 2022-06, Imposing Special Assessments, for World Commerce Community Development District.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2022-07;
Setting the Date, Time, and Location
Of FY 2022/23 Regular Meetings**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adopted resolution 2022-07, setting the date, time and location of Fiscal Year 2022-2023 regular meetings, for World Commerce Community Development District.

FIFTEENTH ORDER OF BUSINESS**Acceptance of Second Addendum-
Contract for Professional District
Services**

On a motion by Mr. Robinson, seconded by Mr. Silagy, with all in favor, the Board adopted accepted the second addendum to the contract for Professional District Services, for World Commerce Community Development District.

SIXTEENTH ORDER OF BUSINESS**Supervisor Requests & Audience
Comments****Supervisor**

Michael Cills updated the Board that property behind the western entrance monument sign is owned by World Commerce Center Community Development District and there is a possibility that this area may be used for an access road or parking. He also updated the Board that the site plan for the pond may adjust by filling in two acres but increasing it elsewhere. He wanted the Board to be aware that these items may possibly be brought before them at a future meeting. Lastly, he updated the Board that a retailer who is a potential landowner has requested use of the retention pond had requested use of it for marketing purposes and this is also a request that may come back to the Board at a future meeting. Mr. Haber noted the need for a license agreement, indemnification for World Commerce Community Development District and insurance.

Audience

No audience comments.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Silagy, seconded by Mr. Robinson, with all in favor, the Board adjourned the meeting at 9:49 a.m., for World Commerce Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

Quality Site Assessment

Prepared for: **World Comm Center**

General Information

DATE: Monday, Oct 17, 2022

NEXT QSA DATE: Friday, Jan 13, 2023

CLIENT ATTENDEES: Lesley Gallagher

BRIGHTVIEW ATTENDEES: Steve McAvoy

Customer Focus Areas

East and West Entrance areas

Quality you can count on.

7 Seven Standards of Excellence



Site Cleanliness



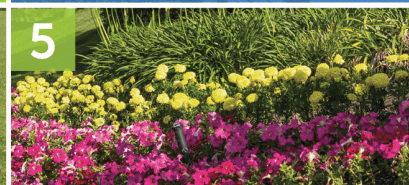
Weed Free



Green Turf



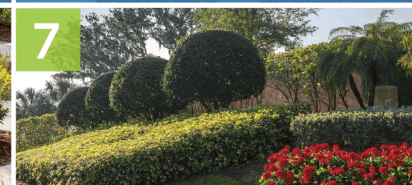
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

World Comm Center

Maintenance Items



1 Fall annuals have been installed

2 Roses have been trimmed and treated with a fungicide, insecticide, and fertilizer application

3 Loropets are scheduled to be trimmed at west entrance

4 Turf color is looking good

Maintenance Items



5 Turf application is scheduled on October 19th. Target for this application is to improve the overall health of the turf. Contact insect control was applied for turf destroying insect prevention and ants. Pre/Post emergent herbicide was applied to eliminate and prevent broadleaf weeds. Expect to see results in 2-3 weeks.

6 We have some tree suckers pushing out and some low hanging moss on some of the trees, we will be cleaning these up in the next 2 weeks. We will follow up in our progress

7 Trimming is being completed on a weekly rotation

8 WCC lake is scheduled to be mowed this month. We will follow up upon completion.

Maintenance Items



9 There is an excessive amount of acorns starting to drop. We will continue to remove these while on site weekly.

10 Hard and soft surfaces are being edged on a weekly rotation

Recommendations for Property Enhancements



1 Hurricane damage pic 1- attached is a pic of stump from large oak that blew over during the hurricane. I will be sending over a quote to stump, grind, repair, turf, and repair irrigation.

2 Pic 2 damaged oak

3 Pic 3 oak damage

4 Pic 4 oak damage

Recommendations for Property Enhancements



5 A quote has been submitted to elevate oaks 15 to 18 feet throughout the property as there have been several trees damaged from large trucks due to excessive traffic throughout the property.

Tab 3



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

Service Report

Date: October 4, 2022

Biologist: Bill Fuller

Client: World Commerce CDD

Waterways: 1 lake, 1 pond and 1 canal

September report

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.





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

Service Report

Date: October 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, very wet.



Tab 4

Proposal for Extra Work at World Comm Center

Property Name	World Comm Center	Contact	Lesley Gallagher
Property Address	500 World Commerce Pkwy Saint Augustine, FL 32092	To	World Commerce Center CDD
		Billing Address	c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Wcc oak tree elevation		
Project Description	General tree		

Scope of Work

Due to increased costs to labor and materials this quote is good for 30 days

QTY	UoM/Size	Material/Description	Total
Orange highlighted area-Tree Elevation			\$9,240.00
1.00	LUMP SUM	Orange highlighted Area- Elevate Oak trees over roadway up to 15 to 18 feet and elevate 12 feet over sidewalks. Limbs that have been hit by trucks will be removed, some large cuts will be made.	
Yellow highlighted area-Tree Elevation			\$11,200.00
1.00	LUMP SUM	Yellow highlighted Area- Elevate Oak trees over roadway up to 15 to 18 feet and elevate 12 feet over sidewalks. Limbs that have been hit by trucks will be removed, some large cuts will be made.	
Red highlighted area-Tree Elevation			\$10,080.00
1.00	LUMP SUM	Red highlighted Area- Elevate Oak trees over roadway up to 15 to 18 feet and elevate 12 feet over sidewalks. Limbs that have been hit by trucks will be removed, some large cuts will be made.	

For internal use only

SO# 7936790
JOB# 460802100
Service Line 300

Total Price \$30,520.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2270 Dobbs Rd, St Augustine, FL 32086 ph. fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

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

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature _____ Title **District Manager**

Printed Name **Lesley Galleragher** Date **September 28, 2022**

BrightView Landscape Services, Inc. "Contractor"

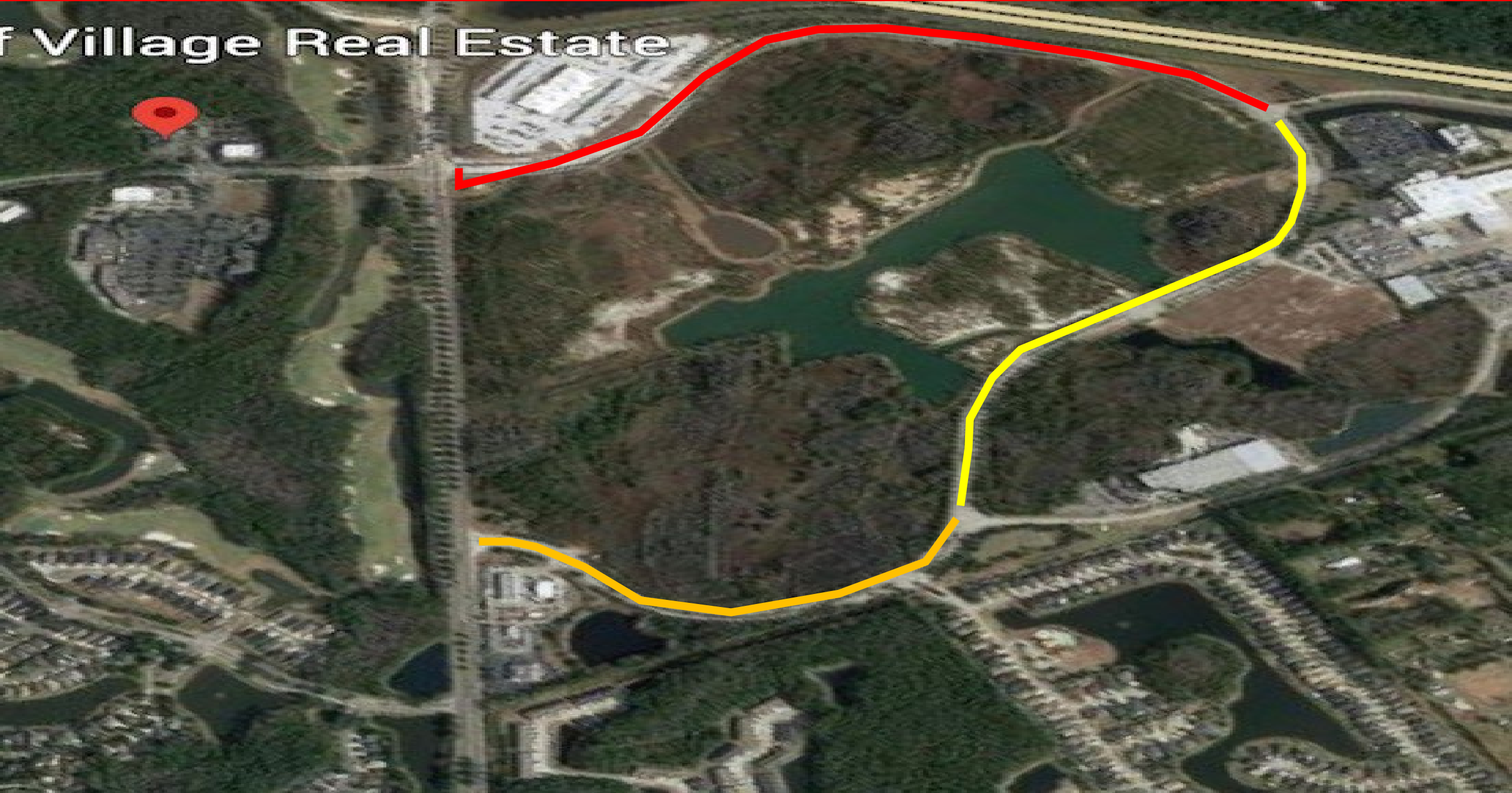
Signature _____ Title **Account Manager**

Printed Name **Steve McAvoy** Date **September 28, 2022**

Job #: 460802100

SO #: 7936790

Proposed Price \$30,520.00



Tab 5



STATIONARY FOUNTAIN MAINTENANCE CONTRACT

Prepared on: October 18, 2022

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

Prepared for: Lesley Gallagher

Project: World Commerce Center
St. Augustine, FL

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

GENERAL SCOPE OF WORK:

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

INCLUSIONS:

- Vacuum interior surfaces
- Clean tile line
- Clean display heads
- Adjust display valves as needed
- Clean suction strainer baskets on all pumps
- Test pump circuits
- Wash down pumping equipment
- Clean cartridge filter
- Clean algae off all surfaces
- Clean lights
- Test light circuit
- Labor to replace light bulbs as needed
- Inspect and test auto-fill circuit
- Tighten electrical connections in control panel

- Reset timers as needed
- Calcium treatment

EXCLUSIONS:

- Labor or parts other than described in the inclusions.
- Chemicals Added

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

TERMS OF THIS PROPOSAL:

Our price, based on the scope of work that is described above is: **\$320.00 Monthly**

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

Thank you for allowing our TEAM the opportunity of EARNING YOUR BUSINESS!

Sincerely,

Ronnie Benson

ACCEPTANCE:

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

Accepted by: _____ Date: _____

Accepted by: _____ Date: _____

Tab 6



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

World Commerce Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

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

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122647

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$512,176
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

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

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

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

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

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

TOTAL PROPERTY PREMIUM

\$4,880

Extensions of Coverage

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

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

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

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

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122647

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$4,880
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,341
Public Officials and Employment Practices Liability	\$2,733
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$10,954

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

World Commerce Community Development District

(Name of Local Governmental Entity)

By: _____
Signature Print Name

Witness By: _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

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

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

- | | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$512,176 | As per schedule attached |
| <input type="checkbox"/> | Inland Marine | Not Included | |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: _____ Date: _____

Name: _____

Title: _____

**World Commerce Community Development District**

Policy No.: 100122647
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
1	Main Entrance and Landscape Lighting		2005	10/01/2022	\$75,000		\$75,000		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Non combustible	10/01/2023					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
2	Irrigation System		2005	10/01/2022	\$50,000		\$50,000		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Non combustible	10/01/2023					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
3	Fountains		2005	10/01/2022	\$56,000		\$56,000		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Masonry non combustible	10/01/2023					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
4	2nd Entry Way,Sign		2006	10/01/2022	\$100,000		\$100,000		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Non combustible	10/01/2023					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
5	Weir Lowhead Dam		2006	10/01/2022	\$125,000		\$125,000		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Non combustible	10/01/2023					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
6	Aeration System		2006	10/01/2022	\$50,000		\$50,000		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Non combustible	10/01/2023					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term	Date	Contents Value			
	Roof Shape	Roof Pitch					Roof Covering		Covering Replaced
7	Irrigation Suction Line		2006	10/01/2022	\$5,814		\$5,814		
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Property in the Open	10/01/2023					

Sign: _____

Print Name: _____

Date: _____

**World Commerce Community Development District**

Policy No.: 100122647
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
8	Irrigation Drive Watch		2006	10/01/2022	\$3,250		\$3,250	
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Property in the Open	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
9	Three Flag Poles with Paver Bases and Lighting		2021	10/01/2022	\$47,112		\$47,112	
	World Commerce Parkway at International Golf Blvd. - East Entrance St Augustine FL 32092		Non combustible	10/01/2023				
			Total:	Building Value \$512,176		Contents Value \$0		Insured Value \$512,176

Sign: _____

Print Name: _____

Date: _____