

# World Commerce Community Development District

# Board of Supervisors' Meeting January 16, 2024

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

www.worldcommercecdd.org

Professionals in Community Management

# WORLD COMMERCE

# **COMMUNITY DEVELOPMENT DISTRICT**

St. Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way

St. Augustine, Florida 32095

https://www.worldcommercecdd.org/

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

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

### Board of Supervisors World Commerce Community Development District

### **FINAL AGENDA**

January 9, 2024

Dear Board Members:

Developmen	meeting of the Board of Supervisors of World Commerce Community t District will be held on <b>January 16, 2024, at 9:00 a.m.</b> at the <b>St. Augustine</b>
	County Airport Authority, 4730 Casa Cola Way, St. Augustine FL 32095.
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 23, 2023Tab 1
	B. Ratification of the Operation and Maintenance Expenditures for
	August, September, October & November 2023Tab 2
	C. Ratification of Construction Requisition Approval #236
	through 238Tab 3
	D. Consideration of Resolution 2024-01; 2024 General ElectionTab 4
4.	STAFF REPORTS
	A. District Counsel
	B. District Engineer
	1.) Consideration of Proposal for Annual Engineer's Report
	C. LandscapeTab 6
	D. District Manager
	1.) Charles Aquatics Service Report, Dated December 27, 2023
	2.) Innovative Fountain Report, Dated November 6, 2023
5.	BUSINESS ITEMS
•	A. Consideration of BrightView Proposal for Oak Tree ElevationsTab 8
	B. Consideration of BrightView Proposal for Roadway
	Island Enhancements
	C. Consideration of Innovative Fountain Renewal Proposal
	D. Ratification of EGIS Insurance Renewal Coverage for Fiscal
	D. Ratification of EGIS insurance Renewal Coverage for Fiscal

Year 2023-2024.....Iab 11 SUPERVISOR REQUESTS

#### 6. SUPERVISOR REQU 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 District Manager Tab 1

	Page 1
Each person who decides to ap matter considered at the meeting	<b>MINUTES OF MEETING</b> peal any decision made by the Board with respect to any ng is advised that the person may need to ensure that a ings is made, including the testimony and evidence upon ed.
COMMU	WORLD COMMERCE NITY DEVELOPMENT DISTRICT
evelopment District was held o	pard of Supervisors of World Commerce Community on August 23, 2023, at 9:00 a.m. at the St. Augustine - hority, 4730 Casa Cola Way, St. Augustine FL 32095.
Present and constituting a	a quorum:
Elizabeth Pappaceno Karen McNairn Kenneth Hall Jeff Silagy	Board Supervisor, Vice Chairperson Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
Also present were:	
Lesley Gallagher Wes Haber Ryan Stilwell Michael Cills Steve McAvoy	District Manager, Rizzetta & Company District Counsel, Kutak Rock, LLC (speakerphone) District Engineer, Prosser Steinman & Company Account Manager, BrightView Landscaping
Audience members were presen	t.
IRST ORDER OF BUSINESS	Call to Order
Ms. Gallagher called the meeting	g to order at 9:03 a.m. and read the roll call.
SECOND ORDER OF BUSINES	SS Public Comments
There were no public comments	

45 THIRD ORDER OF BUSINESS Consideration of the Minutes of the **Board of Supervisors' Meeting** 46 held May 16, 2023 47 48 On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held May 16, 2023, for World Commerce Community Development District. 49 FOURTH ORDER OF BUSINESS Consideration of the Minutes of the 50 Board of Supervisors' 2<sup>nd</sup> Audit 51 **Committee Meeting held on** 52 May 16, 2023 53 54 On a motion by Ms. McNairn, seconded by Mr. Silagy, with all in favor, the Board approved the Minutes of the Board of Supervisors' 2<sup>nd</sup> Audit Committee meeting held on May 16, 2023, for World Commerce Community Development District. 55 FIFTH ORDER OF BUSINESS 56 Ratification of the Operation and Maintenance Expenditures for April 57 2023, May 2023, June 2023 & July 2023 58 59 On a motion by Ms. Pappaceno, seconded by Mr. Silagy, with all in favor, the Board ratified the operation and maintenance expenditures for April 2023, in the amount of \$26,843.85, May 2023, in the amount of \$23,715.26, June 2023, in the amount of \$25,499.55 and July 2023, in the amount of \$26,601.20, for World Commerce Community Development District. 60 SIXTH ORDER OF BUSINESS Ratification of Requisitions #232 & 233 61 Special Assessment Bonds, Series 62 63 2007 64 On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board ratified requisitions 232 & 233 for special assessment bonds, series 2007, for World Commerce Community Development District. 65 66

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Staff Reports

# A. District Counsel

SEVENTH ORDER OF BUSINESS

Mr. Haber updated the Board regarding ethics training for Board Supervisors starting
 January 1, 2024, that his firm was looking at opportunities to complete this training and that
 he would bring back that information to a future meeting.

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He also updated the Board that the transfer on the pond parcel is nearly complete.

- B. District Engineer
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83 84 1.) Acceptance of Annual Engineer's Report, dated July 21, 2023

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board accepted the Annual Engineer's Report, dated July 21, 2023, for World Commerce Community Development District.

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# 2.) Consideration of Proposals for Installation of World Commerce Parkway Traffic Signal

Mr. Stillwell updated the Board that three proposals had been received for the installation of
 the World Commerce Parkway traffic signal from the following:

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92 Hinson, in the amount of \$1,265,141.19

- 93 Miller, in the amount of \$1,548,992.84
- 94 Chinchor, in the amount of \$2,669,705.02
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The District Engineer made the recommendation to the Board that Hinson be selected. He did note that a bond would be required to be provided by the contractor approximately 1/2 of the total proposal amount.

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100 Mr. Haber explained that the CDD could sign an agreement in excess of what they have 101 funds. Michael Cills discussed going back to the bond holder to inquire about releasing 102 additional reserve funds.

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104 Mr. Haber recommended approving a not-to-exceed amount and to authorize the District

to enter into a funding agreement that would hold the developer responsible for the excess

106 should the additional reserve funds not be released and the funds the CDD has are not

available and also allow the developer to be reimbursed should reserve funds be made

108 available after the fact.

#### Page 4 On a motion by Mr. Hall, seconded by Mr. Silagy, with all in favor, the Board approved Hinson Construction in the not to exceed amount of \$1,305,000.00 and authorized staff to work with the Chairman to finalize the agreement, for World Commerce Community **Development District.** 109 C. Landscape Manager 110 111 Mr. McAvoy reviewed that the wax myrtles at the lift station area were failing due to age. It 112 113 was also discussed that some of the other plant material was outdated and there were areas that may be more aesthetically pleasing as sod only. He would review and bring 114 back proposals for enhancements in sections to the next meeting. Ms. Gallagher asked 115 about the dead palm tree that Mr. Hicks previously indicated would be covered under 116 117 warranty. Mr. McAvoy will review with Mr. Hicks. 118 119 D. District Manager 120 1.) Charles Aquatics Service Report, dated June 27, 2023 & 121 July 31, 2023 122 123 124 Ms. Gallagher updated the Board that she is working on the insurance renewal for Fiscal Year 2023/2024. The Board authorized her to work with the Chairman between meetings 125 to have this in place for October 1, 2023. 126 127 3.) Innovative Fountain Preventative Maintenance Report, dated 128 129 June 1, 2023, June 14, 2023 & July 3, 2023 130 131 Ms. Gallagher updated the Board that her office received a call from St. Johns County 132 Utility Department regarding excessive water use in June. It was determined to have been 133 a leak between the meter and the fountain. 134 She also updated the Board that the backflow was replaced in May. 135 136 EIGHTH ORDER OF BUSINESS **Ratification of Acceptance of Audit for** 137 Fiscal Year Ending 138 139 September 30, 2022 140 On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board ratified acceptance of audit for Fiscal Year ending September 30, 2022, for World Commerce Community Development District.

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

August 23, 2023 Minutes of Meeting

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NINTH ORDER OF BUSINESS	Consideration of Charles Aquatics Renewal
approved the Charles Aquatics renewal	V Ms. Pappaceno, with all in favor, the Board proposal in the amount of \$475 per month for per 30, 2024, which also allows for two additional Community Development District.
TENTH ORDER OF BUSINESS	Consideration of Xylem Lift Station Renewal Proposal
•	ded by Mr. Hall, with all in favor, the Board on preventative maintenance inspection, in the e Community Development District.
ELEVENTH ORDER OF BUSINESS	Public Hearing on Fiscal Year 2023-2024 Final Budget
	by Ms. Pappaceno, with all in favor, the Board Year 2023/2024 budget, for World Commerce
There were no public comments.	
	Ms. McNairn, with all in favor, the Board closed 2024 budget, for World Commerce Community
1.) Consideration of Resolu 2024 Proposed Budget	ution 2023-04, Approving Fiscal Year 2023-
	ded by Mr. Silagy, with all in favor, the Board ed, approving Fiscal Year 2023-2024 proposed v Development District.

Pappaceno, with all in favor, the E meetings for October 17, 2023, Jan t 9:00 a.m. at St. Augustine - St. J ay, St. Augustine FL 32095, for W
meetings for October 17, 2023, Jan t 9:00 a.m. at St. Augustine - St. J ay, St. Augustine FL 32095, for V cceptance of Third Addendum ontract for Professional District
ontract for Professional District
Pappaceno, with all in favor, the E rofessional District services with Riz evelopment District.
onsideration of Modifying the ccess and Maintenance Easemen greement for Landscape and ountain Improvements

FIFTEENTH ORDER OF BUSINESS Acceptance of Arbitrage Report, Series 2004-A1 On a motion by Mr. Hall, seconded by Mr. Silagy, with all in favor, the Board accepted the Arbitrage Report for Series 2004-A1 through June 30, 2023, noting a negative cumulative rebate amount of (\$3,551,408.06), for World Commerce Community Development District. SIXTEENTH ORDER OF BUSINESS Supervisor Requests and Audience Comments SUPERVISORS No supervisor comments. AUDIENCE COMMENTS Mr. Cills provided a brief development update. SEVENTEENTH ORDER OF BUSINESS Adjournment On a motion by Ms. McNairn, seconded by Mr. Hall, with all in favor, the Board adjourned the meeting at 10:04 a.m., for World Commerce Community Development District.

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245	Secretary/Assistant Secretary	Chairman/Vice Chairman

# Exhibit A

Upon recording, this instrument should be returned to:

This instrument prepared by and return to: Sidney S. Simmons, Esq. Sidney S. Simmons, PL 562 Park Street, Suite 300 Jacksonville, Florida 32204 (This space reserved for Clerk)

### AMENDMENT TO AND PARTIAL TERMINATION OF ACCESS AND MAINTENANCE EASEMENT AGREEMENT FOR LANDSCAPE AND FOUNTAIN IMPROVEMENTS

THIS AMENDMEMENT TO AND PARTIAL TERMINATION OF ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the "Amendment) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by WORLD COMMERCE CENTER, LLP, a Florida general partnership, whose address is c/o Steinemann & Company, 13901 Sutton Park Drive South, Suite 105, Jacksonville, Florida 32224, ("<u>Grantor</u>") and WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 ("<u>District</u>") (District and Grantor are sometimes together referred to herein as the "<u>Parties</u>").

Background Facts. The Parties entered into that certain Access and Maintenance Easement Agreement, dated November 10, 2020, recorded in Book 5107, page 932 of the public records of St. John's County Florida (the "Easement Agreement"), pursuant to which Grantor granted the District a maintenance easement over the real property defined in the Easement Agreement as the "Easement Area" and described on Exhibit A thereto. The Parties desire to terminate the easement over a portion of the Easement Area. Therefore, the Parties hereby agree that:

1. <u>Recitals.</u> The foregoing Background Facts are true and correct and by this reference are incorporated as a material part of this Agreement.

2. <u>Amendment to Easement Area</u>. The Easement Agreement is amended as follows: the Easement Area shall hereafter mean the real property described in <u>Exhibit A</u> hereto. The easement granted by the Easement Agreement originally is terminated as to any portion of the Easement Area described in Exhibit A to the Easement Agreement not within the real property described in <u>Exhibit A</u> to this Amendment.

3. <u>Additional Terms</u>. The Easement Agreement and this Amendment represent the entire agreement between the Parties regarding the subject matter therein. This Amendment shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and permitted assigns and shall be a covenant running with title to the Easement Area. This Amendment may not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by both Parties. In the event of any conflict between the terms of the Easement Agreement and this Amendment, this Amendment shall control. It is expressly agreed

by the Parties that this Amendment is a supplement to the Easement Agreement. All the agreements, conditions, covenants, promises, provisions and terms of the Easement Agreement, unless specifically modified in this Amendment, are to apply to this Amendment and are made a part hereof as though they were expressly rewritten, incorporated and included herein. Except as expressly provided in this Amendment, the Easement Agreement is unmodified hereby and remains in full force and effect and is ratified and confirmed.

#### [SIGANTURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and the District caused this Access and Maintenance Easement Agreement to be executed, effective as of the day and year first written above.

Signed, sealed and delivered in the presence of:

#### **GRANTOR:**

By:\_\_\_

# WORLD COMMERCE CENTER, LLP, a Florida limited liability partnership

Print Name:

By: Steinemann-Wolfe, LLC, a Florida limited liability company, its general partner

Print Name:

Michael B. Cills, Manager

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this <u>day of</u>, 2023 by Michael B. Cills, as Manager of Steinemann-Wolfe, LLC, a Florida limited liability company, as general partner of World Commerce Center, LLP, a Florida limited liability partnership, on behalf thereof. He *(check one)*  $\Box$  is personally known to me, or  $\Box$  has produced a valid driver's license as identification.

> Notary Public, State of Florida Name:\_\_\_\_\_\_ My Commission Expires:\_\_\_\_\_\_ My Commission Number is:\_\_\_\_\_\_

#### DISTRICT:

Signed, sealed and delivered in the presence of:

WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

Chairperson, Board of Supervisors

Print Name:

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by Curtis Robinson, as Chairman of the World Commerce Community Development District, for and on behalf of the District. He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_\_ as identification.

Print Name:

EXHIBIT A DESCRIPTION OF THE REVISED EASEMENT AREA

# Tab 2

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

# DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270 MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614 WWW.WORLDCOMMERCECDD.ORG

# Operation and Maintenance Expenditures August 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$26,392.17** 

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

\_\_\_\_ Assistant Secretary

# World Commerce Community Development District

# Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	 Invoice Amount
BrightView Landscape Services, Inc.	100128	8526446	Landscape Maintenance 08/23	\$ 10,764.60
BrightView Landscape Services, Inc.	100129	8548258	Irrigation Maintenance 08/23	\$ 3,237.00
Charles Aquatics, Inc.	100127	48744	Aquatic Maintenance 08/23	\$ 475.00
Elizabeth Pappaceno	100130	EP082323	Board of Supervisors Meeting 08/23/23	\$ 200.00
Florida Power & Light Company	EFT	74760-43505 07/23 Autopay	Electric Services 07/23	\$ 1,964.83
Florida Power & Light Company	EFT	Monthly Summary 08/23 Autopay 640	Electric Services 08/23	\$ 816.17
Jeffrey J. Silagy	100131	JS082323	Board of Supervisors Meeting 08/23/23	\$ 200.00
Karen L. McNaim	100132	KM082323	Board of Supervisors Meeting 08/23/23	\$ 200.00
Kenneth O. Hall II	100133	KH082323	Board of Supervisors Meeting 08/23/23	\$ 200.00
Kutak Rock, LLP	100125	3263392	Legal Services 06/23	\$ 757.50
LLS Tax Solutions, Inc.	100126	3107	Arbitrage Services-Special Assessment Bond Series 2004A-1	\$ 500.00
Prosser, Inc.	100134	50771	Engineering Services 07/23	\$ 1,151.60
Rizzetta & Company, Inc.	100124	INV0000082266	District Management Fees 08/23	\$ 5,004.67

# World Commerce Community Development District

# Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	<u> </u>	nvoice Amount
St Johns Utility Department The Ledger / News Chief/ CA Florida	EFT	524989-114648 07/23 Autopay	Water-Sewer Services 07/23	\$	697.76
Holdings, LLC	100135	5749214	Account #764119 Legal Advertising 07/23	\$	223.04
Report Total				\$	26,392.17

# 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

### Operation and Maintenance Expenditures September 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$37,927.91

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

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

# World Commerce Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	<u> </u>	nvoice Amount
BrightView Landscape Services, Inc.	100141	8572203	Landscape Maintenance 09/23	\$	10,764.60
BrightView Landscape Services, Inc.	100140	8593520	Irrigation Maintenance 09/23	\$	754.08
Charles Aquatics, Inc.	100142	48984	Aquatic Maintenance 09/23	\$	475.00
Egis Insurance Advisors, LLC	100143	19870	Policy# 100123647 10/01/2023-	\$	13,265.00
Florida Power & Light Company	ACH	74760-43505 08/23 Autopay	10/01/2024 Electric Services 08/23	\$	1,964.83
Florida Power & Light Company	ACH	Monthly Summary 09/23 Autopay	e Electric Services 09/23	\$	236.75
Innovative Fountain Services	100139	640 20244957	Fountain Maintenance 08/23	\$	320.00
Kutak Rock, LLP	100137	3268643	Legal Services 07/23	\$	260.00
Rizzetta & Company, Inc.	100136	INV000083250	District Management Fees 09/23	\$	5,004.67
St Johns Utility Department	ACH	524989-114648 08/23 Autopay	Water-Sewer Services 08/23	\$	734.60
U.S. Bank	100138	7034061	Trustee Fees Series 2015 08/01/23- 07/31/24	\$	4,148.38

**Report Total** 

\$ 37,927.91

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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### Operation and Maintenance Expenditures October 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$22,956.68

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

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

# World Commerce Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	 Invoice Amount
BrightView Landscape Services, Inc.	100147	8605735	Irrigation & Electrical Repairs 09/23	\$ 4,075.74
Charles Aquatics, Inc.	100151	49221	Aquatic Maintenance 10/23	\$ 475.00
Florida Power & Light Company	ACH	74760-43505 09/23 ACH	Electric Services 09/23	\$ 1,964.83
Florida Power & Light Company	ACH	Monthly Summary 10/23 ACH	Electric Services 10/23	\$ 1,692.64
Grau & Associates, P.A.	100152	101023-640	Audit Services FYE 09/30/22	\$ 70.00
Innersync Studio, Ltd	100148	21647	Website & Compliance Services 10/23	\$ 384.38
Innovative Fountain Services	100150	20245103	Fountain Maintenance 09/23	\$ 320.00
Kutak Rock, LLP	100149	3292518	Legal Services 08/23	\$ 1,868.64
Prosser, Inc.	100146	51055	Engineering Services 08/23	\$ 952.45
Prosser, Inc.	100153	51149	Engineering Services 09/23	\$ 184.40
Rizzetta & Company, Inc.	100145	INV0000084081	Assessment Roll 10/23	\$ 5,678.00
Rizzetta & Company, Inc.	100144	INV0000084182	District Management Fees 10/23	\$ 5,200.84
The Ledger / News Chief/ CA Florida Holdings, LLC	a 100154	5910119	Acct #764119 Legal Advertising 09/23	\$ 89.76

### **Report Total**

\$ 22,956.68

# 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

### Operation and Maintenance Expenditures November 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$11,025.41

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

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

# World Commerce Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	 nvoice Amount
BrightView Landscape Services, Inc	. 100156	8665936	Irrigation Repair 10/23	\$ 987.00
Charles Aquatics, Inc.	100159	49457	Aquatic Maintenance 11/23	\$ 475.00
Florida Department of Commerce	100158	88709	Special District Fee FY 23/24	\$ 175.00
Florida Power & Light Company	ACH	74760-43505 10/23 Autopay	Electric Services 10/23	\$ 1,964.83
Florida Power & Light Company	ACH	Monthly Summary 11/23 Autopa	y Electric Services 11/23	\$ 628.00
Innovative Fountain Services	100160	20245275	Fountain Maintenance 10/23	\$ 320.00
Kutak Rock, LLP	100157	3298076	Legal Services 09/23	\$ 1,274.74
Rizzetta & Company, Inc.	100155	INV0000084975	District Management Fees 11/23	\$ 5,200.84

### **Report Total**

\$ 11,025.41

Tab 3

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

### <u>District Office · St. Augustine, Florida · (904) 436-6270</u> Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 www.worldcommercecdd.org

November 17, 2023

### U.S. BANK NATIONAL ASSOCIATION

World Commerce Special Assessment Bonds, Series 2007 Attention: Lori Pardee-Cushing 60 Livingstone Avenue, 3<sup>rd</sup> Floor St. Paul, MN 55107

### RE: Special Assessment Bonds, Series 2007 Requisitions for Payment

Dear Trustee:

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

### PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS

REQUISITION NO.	PAYEE	AMOUNT	
236	Kutak Rock, LLP	\$104.00	
237	Prosser, Inc.	\$3,372.50	
238	Steinemann Development Co-FL, Inc.	\$230.84	

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

Sincerely, WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

Lesley Gallagher District Manager

#### **REQUISITION NO. 236**

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

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

#### **September 14, 2023**

- (A) Requisition Number: **236**
- (B) Name of Payee: Kutak Rock, LLP PO Box 30057 Omaha, NE 68103-1157
- (C) Amount Payable: **\$104.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice(s) #3268644 for Professional Services through 07/31/23
- (E) Fund or Account from which disbursement to be made: Series 2007 Construction Account #108812008

The undersigned hereby certifies that:

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

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

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

 each disbursement represents a Cost of the Series 2007 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

By

Responsible Officer

#### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2007 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2007 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**Consulting Engineer** 

# KUTAK ROCK LLP

**TALLAHASSEE, FLORIDA** 

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

#### **ACH/Wire Transfer Remit To:**

ABA #10400016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470 Reference: Invoice No. 3268644 Client Matter No. 22123-4 Notification Email: eftgroup@kutakrock.com

World Commerce CDD c/o Rizzetta & Company Suite 200 3434 Coldwell Avenue Tampa, FL 33614

Invoice No. 3268644 22123-4

Re: Traffic Signal

For Professional Legal Services Rendered

07/20/23	W. Haber	0.20	52.00	Confer with Stilwell regarding procurement
07/28/23	W. Haber	0.20	52.00	Review and respond to correspondence regarding County bond
TOTAL HOURS		0.40		
TOTAL FOR SERVICES RENDERED				\$104.00
TOTAL CU	JRRENT AMOUI	NT DUE		<u>\$104.00</u>

#### **REQUISITION NO. 237**

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

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

#### **September 14, 2023**

- (A) Requisition Number: 237
- (B) Name of Payee: Prosser, Inc. 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224
- (C) Amount Payable: **\$3,372.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice(s) #50894 for Professional Services for July 1, 2023 – July 31, 2023 for Project #121037.01 – WCCDD Parkway Signal Design
- (E) Fund or Account from which disbursement to be made: Series 2007 Construction Account #108812008

The undersigned hereby certifies that:

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

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

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

4. each disbursement represents a Cost of the Series 2007 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

By:

Responsible Officer

#### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2007 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2007 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**Consulting Engineer** 



August 31, 2023	
Project No:	P0121037.01
Invoice No:	50894

World Commerce CDD c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

# Project P0121037.01 WCCDD Parkway Signal Design Professional Services from July 01, 2023 to July 31, 2023

Fee and Expense Billing Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Task 1: Client Consultants Coordination	2,500.00	100.00	2,500.00	2,462.50	37.50	
Task 2: Final Construction Drawings	50,250.00	98.50	49,496.25	49,496.25	0.00	
Task 3: Permitting	5,500.00	100.00	5,500.00	5,500.00	0.00	
Task 4: Public Bidding Services	6,000.00	50.00	3,000.00	0.00	3,000.00	
Task 5: Construction Admin (6 months)	21,000.00	0.00	0.00	0.00	0.00	
Task 6: ITS Design	15,000.00	100.00	15,000.00	15,000.00	0.00	
Total Fee	100,250.00		75,496.25	72,458.75	3,037.50	
		Total Fee				3,037.50
Reimbursable Expenses						
Permits & Approval					217.60	
Printing - Reimbursable					73.70	
Total Reim	bursables		1.15	times	291.30	335.00
				Total this Task	Ι.	\$3,372.50
			То	otal this Invoice	•	\$3,372.50
Outstanding Invoices						
Number         Da           50536         7/3/20           Total         Da		Bala	nce			
		1,244	4.36			
		1,244	4.36			

### **REQUISITION NO. 238**

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

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

### **September 14, 2023**

- (A) Requisition Number: 238
- (B) Name of Payee: Steinemann Development Co-FL, Inc. 13901 Sutton Park Drive, Suite 105 Jacksonville, FL 32224
- (C) Amount Payable: **\$230.84**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice(s) #11 CM Fee for Prosser Invoices #50894 & 50536 for Project #121037.01 WCCDD Parkway Signal Design
- (E) Fund or Account from which disbursement to be made: Series 2007 Construction Account #108812008

The undersigned hereby certifies that:

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

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

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

4. each disbursement represents a Cost of the Series 2007 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

### WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

By: \_

Responsible Officer

### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2007 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2007 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

### Steinemann Development Co- FL, Inc.



13901 Sutton Park Drive, Suite 105 Jacksonville, FL 32224 DATE: September 8, 2023 INVOICE # 11 FOR: CM Fee

Bill To:

World Commerce Center Community Development District 3434 Collwell Avenue, Unit 200 Tampa, FL 33614

DESCRIPTION	A	MOUNT
Construction Management Fee related to the following invoices:		
Prosser- Invoice 50894	\$	3,372.50
Prosser- Invoice 50536	\$	1,244.36
	\$	4,616.86
СМ Fee		5%
TOTAL	\$	230.84

### THANK YOU FOR YOUR BUSINESS!

8



August 31, 2023	
Project No:	P0121037.01
Invoice No:	50894

World Commerce CDD c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

### Project P0121037.01 WCCDD Parkway Signal Design

Professional Services from July 01, 2023 to July 31, 2023 Fee and Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Task 1: Client Consultants Coordination	2,500.00	100.00	2,500.00	2,462.50	37.50	)
Task 2: Final Construction Drawings	50,250.00	98.50	49,496.25	49,496.25	0.00	)
Task 3: Permitting	5,500.00	100.00	5,500.00	5,500.00	0.00	l
Task 4: Public Bidding Services	6,000.00	50.00	3,000.00	0.00	3,000.00	
Task 5: Construction Admin (6 months)	21,000.00	0.00	0.00	0.00	0.00	
Task 6: ITS Design	15,000.00	100.00	15,000.00	15,000.00	0.00	
Total Fee	100,250.00		75,496.25	72,458.75	3,037.50	
		Total Fee				3,037.50
Reimbursable Expenses						
Permits & Approval					217.60	
Printing - Reimbursable					73.70	
Total Reim	bursables		1.15 t	times	291.30	335.00
				Total this Task		\$3,372.50
		$\sim$	То	tal this Invoice		\$3,372.50
Outstanding Invoices						
Nh.s.s	D-	ta Dala				

Number	Date	Balance
50536	7/3/2023	1,244.36
Total		1,244.36



July 03, 2023	
Project No:	
Invoice No:	

P0121037.01 50536

World Commerce CDD c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

## Project P0121037.01 WCCDD Parkway Signal Design

 Professional Services from May 01, 2023 to May 31, 2023

 Fee and Expense Billing
 Fee

 Percent
 Previous Fee
 Current Fee

 Billing Phase
 Fee
 Complete
 Earned
 Billing

Dining Filase	100	oompiete	Euriou			5
Task 1: Client Consultants Coordination	2,500.00	98.50	2,462.50	2,425.00	37.5	0
Task 2: Final Construction Drawings	50,250.00	98.50	49,496.25	48,742.50	753.7	5
Task 3: Permitting	5,500.00	100.00	5,500.00	5,500.00	0.0	0
Task 4: Public Bidding Services	6,000.00	0.00	0.00	0.00	0.0	D
Task 5: Construction Admin (6 months)	21,000.00	0.00	0.00	0.00	0.0	0
Task 6: ITS Design	15,000.00	100.00	15,000.00	14,550.00	450.0	0
Total Fee	100,250.00		72,458.75	71,217.50	1,241.2	5
		Total Fee				1,241.25
Reimbursable Expenses						
Printing - Reimbursable					2.70	
Total Reim	bursables		1.15 tir	nes	2.70	3.11
			Т	otal this Task		\$1,244.36
			Tota	al this Invoice		\$1,244.36

### **RESOLUTION 2024-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the World Commerce Community Development District ("**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 Board of Supervisors of the District (**"Board"**) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the St. Johns County Supervisor of Elections (**"Supervisor"**) to conduct the District's elections by the qualified electors of the District at the general election (**"General Election"**).

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Kenneth Hall and Seat 5, currently held by Jeff Silagy, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

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

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of January 2024.

### WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

### EXHIBIT A

### NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the World Commerce Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Ave A, St. Augustine, FL 32095; Ph: (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The World Commerce Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

Publish on or before \_\_\_\_\_, 2024.



January 4, 2024

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

### Re: World Commerce CDD 2024 Consulting Engineers Report

Dear Ms. Gallagher,

Thank you very much for this opportunity to provide this professional services proposal for the World Commerce CDD. The purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the 2024 update to the annual Consulting Engineers Report for the World Commerce CDD.

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

### Task 1 – Development of Annual Consulting Engineers Report

Prosser's engineering services include:

- Coordinate with District staff to verify all improvements completed since previous year report.
- Update and prepare the 2024 Consulting Engineers Report in accordance with Florida Statutes and the Master Trust Indenture.
- Present the report to the Board for review and acceptance.

### FEE SUMMARY

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

### ADDITIONAL SERVICES

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

Ms. Lesley Gallagher WCCDD Consulting Engineer's Report Proposal January 4, 2024 Page 2

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

- All Design and Modeling Services
- All Permitting Services
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization
- Surveys

- Geotechnical
   Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Architectural drawings
- Permit/application Fees

### **OUT-OF-POCKET EXPENSES**

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

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

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

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

Sincerely,

Accepted By:

### **PROSSER**, a **PRIME AE** Company

Jelel

Ryan P. Stilwell, PE Vice President

Signature

Typed Name & Title

Date



#### PROSSER, INC.

#### **GENERAL CONDITIONS**

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

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

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

9/15/2015





# Hourly Rate Schedule Effective May, 2023

Planning & Engineering	
Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$95
Administrative Support	\$95
Project & Business Services	
Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115
Information Services	
Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125
<b>CEI/Construction Management Services</b>	
Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105
ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF	- 1.15

# BrightView

## **Quality Site Assessment**

Prepared for: World Comm Center

## **General Information**

DATE:	Friday, Dec 22, 2023
NEXT QSA DATE:	Tuesday, Mar 19, 2024
CLIENT ATTENDEES:	Lesley Gallagher
BRIGHTVIEW ATTENDEES:	Steve McAvoy

## **Customer Focus Areas**

East and West Entrance areas



**World Comm Center** 



## **Maintenance Items**



- 1 Turf color is starting to decline due to cooler temperatures
- 2 There are some holly trees that need to be elevated on center medians. We will follow up with our team and have this completed in January.
- 3 Hard and soft surfaces are being edged on a weekly rotation
- 4 Winter annuals have been installed and look vibrant

**World Comm Center** 



## **Maintenance Items**

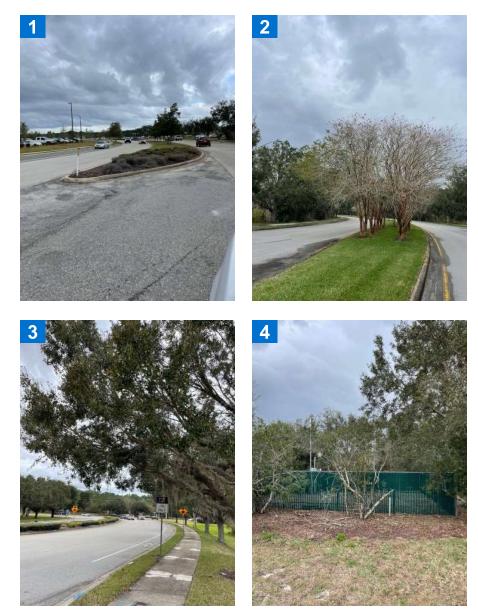




- 5 Loropetalum's have been fertilized to promote health of plants and are looking good
- 6 There are a few active ant mounds throughout the property. We will get with our team and have these treated as needed.

## **World Comm Center**

## **Recommendations for Property Enhancements**



1 We recommend removing declining and aged plant material located in center medians and replacing with turf

BrightView

- 2 Crêpe myrtle trees need to be thinned out and have moss removed to promote health of trees. We will follow up with a quote.
- 3 East side of WCC oak trees need to be structurally pruned and elevated. We have submitted a quote and will follow up next month.
- 4 There are several declining wax myrtles throughout the property in need of removal. We will follow up with a quote.

**World Comm Center** 



## Notes to Owner / Client





- 1 Turf height is holding around lake. We recommend having Lake banks treated for weed control.
- 2 Palm trees at west entrance have been pruned and are looking healthy



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

## Service Report

**Date**: Dec 27, 2023

**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. Too wet to treat perimeter vegetation.

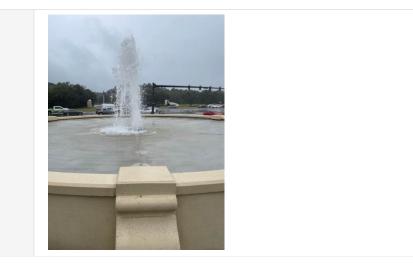


### **Stationary Fountain Maintenance Report**

Date	11/6/2023
Property	World Commerce Center
Address	130 Casa Sevilla Ave Saint Augustine FL 32092
Arrival Time	01:18 PM
Fountain	World Commerce
Technician	Frank

## **Fountain Checklist**

**Before Picture of Fountain** 





is it green? (Algae)	No
Test Water	No
Calcium?	No
Scrubbed Scum Line?	No
Debris on surface or bottom of fountain?	Yes
Net floating debris	Yes
Vacuum Basin	No
Check Display Nozzles	Yes
Is area surrounding fountain clean?	Yes
Check the overflow pipe	N/A
Are there bubbles in the water?	No

## Vault Check List

is there a vault or equipment pack?	Yes
Empty Strainer Basket	N/A
clean filter	Yes
Add Chlorine/Bromine into Chlorinator/Brominator	Yes
Test all GFCI in panel	Yes
Tighten all terminal screws in control panel	Yes
Check timers are set correctly	Yes

Any Lights out?	No
Check operation of water make up system	N/A
Check proper operation of anemometers	Yes
Check proper operation of exhaust fan	N/A
Clean out any debris in vault or equipment pack area	N/A
Check Sump pit for debris & proper operation of sump pump	N/A

## **Additional Chemicals Readings**

Any Additional Chemicals?	Yes
Additional CHLORINE/BROMINE added	6 pc cl

## Comments

Notes for Customer:	Fountain looks good. Balanced chemicals. Removed debris from basin. Cleaned out filter.
After Picture for Customer	



Any deficient parts?

No



### Proposal for Extra Work at World Comm Center

Property Name Property Address	World Comm Center 500 World Commerce Pkwy Saint Augustine, FL 32092	Contact To Billing Address	Lesley Galleragher World Commerce Center CDD 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 high	nlighted area-Tree Elev	ation	\$9,438.00
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.	

For internal use only

 SO#
 8280873

 JOB#
 460802100

 Service Line
 300

**Total Price** 

\$9,438.00

THIS IS NOT AN INVOICE This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President 5811 County Rd 305, Elkton, FL 32033 ph. fax

### **TERMS & CONDITIONS**

- 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.
- 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 we II 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. 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 or other delays or failure of performance beyond the commercially reasonable control of either party. 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.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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.
- 10. 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 r e l a t e d 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.
- 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.
- 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.
- 13. 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.
- 14. 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 a 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 h id d e n 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.

15. 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:

- 16. 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 the appropriate underground utility locator company to locate and mark 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.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

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
Lesley Galleragher	Data	November 13, 2023

#### BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Chave Ma Aver		
Steve McAvoy		November 13, 2023

#### Job #: 460802100

SO #:	8280873	Proposed Price:	\$9,438.00

WCC

## Oak Pruning Location Map

**Village Real Estate** 



## Proposal for Extra Work at World Comm Center

Property Name Property Address	World Comm Center 500 World Commerce Pkwy Saint Augustine, FL 32092	Contact To Billing Address	Lesley Galleragher World Commerce Center CDD c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	WCC- plant removal and sod install		
Project Description	enhancement		

### Scope of Work

QTY	UoM/Size	Material/Description		Total
Island 1				\$7,161.35
1.00	LUMP SUM	Mobilization and labor to to remove plant material and rough grade area.		
3,150.00	SQUARE FEET	St Augustine Sod Install		
1.00	LUMP SUM	Dump fee- dispose of debris		
1.00	LUMP SUM	Irrigation modifications and adjustments		
Island 2				\$8,542.89
1.00	LUMP SUM	Mobilization and labor to to remove plant material and rough grade area.		
4,050.00	SQUARE FEET	St Augustine Sod Install		
1.00	LUMP SUM	Dump fee- dispose of debris		
1.00	LUMP SUM	Irrigation modifications and adjustments		
Island 3				\$6,406.44
1.00	LUMP SUM	Mobilization and labor to to remove plant material and rough grade area.		
2,700.00	SQUARE FEET	St Augustine Sod Install		
1.00	LUMP SUM	Dump fee- dispose of debris		
1.00	LUMP SUM	Irrigation modifications and adjustments		
Island 4				\$6,406.44
1.00	LUMP SUM	Mobilization and labor to to remove plant material and rough grade area.		
2,700.00	SQUARE FEET	St Augustine Sod Install		
1.00	LUMP SUM	Dump fee- dispose of debris		
1.00	LUMP SUM	Irrigation modifications and adjustments		
For internal use SO# JOB#	8313518 460802100			
Service Lin	e 130		Total Price	\$28,517.12

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### **TERMS & CONDITIONS**

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- 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 we II 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. 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 or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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- 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.
- 12. 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.
- 13. 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.
- 14. 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 a 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 h id d e n 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.

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#### Customer

		District Manager
Signature	Title	
Lesley Galleragher		January 09, 2024
Printed Name	Date	

#### BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Steve McAvoy		January 09, 2024

#### Job #: 460802100

SO #:	8313518	Proposed Price:	\$28,517.12





### STATIONARY FOUNTAIN MAINTENANCE CONTRACT

Prepared on: January 5, 2023

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 <u>twice a month</u> 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: \$335.00 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:**

l	accept the terms of this maintenance proposal as described above.	
Accepted by:	Date:	
Accepted by:	Date:	

# **Tab 11**





# 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
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- 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.

#### 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, 2023 to October 1, 2024

**Quote Number:** 100123647

#### **PROPERTY COVERAGE**

#### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$563,393
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.

	<b>Valuation</b>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and
		Extensions of Coverage.
	5 %	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	<b>Deductibles</b>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

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

# TOTAL PROPERTY PREMIUM

\$6,978

# **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
Х	А	Accounts Receivable	\$500,000 in any one occurrence
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
х	С	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.
х	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
Х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	н	Expediting Expenses	\$250,000 in any one occurrence
Х	I	Fire Department Charges	\$50,000 in any one occurrence
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
х	к	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
Х	м	Air Conditioning Systems	Included
х	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
х	0	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
Х	Q	Professional Fees	\$50,000 in any one occurrence
Х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
х	x	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

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

# **CRIME COVERAGE**

Description	<u>Limit</u>	<b>Deductible</b>
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, 2023 to October 1, 2024

Quote Number: 100123647

#### **PREMIUM BREAKDOWN**

Property (Including Scheduled Inland Marine)	\$6,978
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,458
Public Officials and Employment Practices Liability	\$2,829
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$13,265

#### **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., 10/01/2023, 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) Signature Witness By

Curps J. ROBINSON Print Name

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

Signature

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 25% 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.

- Building and Content TIV
- Inland Marine
- Auto Physical Damage

Signature:	Custilla	
Name:	Cueps J. ROBINSON	

(HAIRMAN

\$563,393 As per schedule attached Not Included Not Included

9/26/23 Date:

Title:



Property Schedule

# World Commerce Community Development District

Policy No.: 100123647

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date Building Value		/alue	Total Insured Value		
1.58	Address Roof Shape Roof Pitch		Const Type	Term Date	Contents Value Tota		rotarins	tal Insured Value	
				Roof Cove	ring	Covering	g Replaced	Roof Yr Blt	
	Main Entrance and Landscape Lighting E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		2005	10/01/2023	\$82,50	0			
1			Non combustible	10/01/2024			\$82,500		
·									
Unit #	Description		Year Built	Eff. Date	Building \	/alue	Total Inc	red Value	
고고역	Address		Const Type	Term Date	Contents	Value	Total IIIs	ureu value	
	Roof Shape	Roof Pitch		Roof Cove			g Replaced	Roof Yr Blt	
	Irrigation System		2005	10/01/2023	\$55,000				
2	E Int'l Golf Parkway North,State R St Augustine FL 32092	d 16	Non combustible	10/01/2024				\$55,000	
Unit #	Desc	ription	Year Built	Eff. Date	Building \	مىلد/		L	
Onit #		dress		Term Date			Total Insured V		
문화가	Roof Shape	Roof Pitch	Const Type		Contents Value		Devised Devision		
	Fountains	ROOFFICI	2005	Roof Cove 10/01/2023	\$61,60		g Replaced	Roof Yr Blt	
	lountains		2005	10/01/2023	<b>J01,00</b>			464 600	
3	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Masonry non combustible	10/01/2024				\$61,600	
11				<b>F</b> (( <b>D</b> )		· · · ·			
Unit #		ription	Year Built	Eff. Date	Building Value		Total Insured Value		
	Address		Const Type	Term Date	Contents				
2.5 H. (. 197	Roof Shape	Roof Pitch	2000	Roof Cove			g Replaced	Roof Yr Blt	
	2nd Entry Way,Sign		2006	10/01/2023	\$110,000		\$110,000		
4	E Int'l Golf Parkway North,State F St Augustine FL 32092	Int'l Golf Parkway North,State Rd 16 Augustine FL 32092		10/01/2024					
1				and the state of the second	5.25 million				
Unit #	Desc	Description		Eff. Date	Building	Value	Total Inc	ured Value	
	Ad	dress	Const Type	Term Date	Contents	Value	Total IIIs	uleu value	
1	Roof Shape	Roof Pitch		Roof Cove	ering	Covering	g Replaced	Roof Yr Blt	
	Weir Lowhead Dam		2006	10/01/2023	\$137,5	00			
5	E Int'l Golf Parkway North,State F St Augustine FL 32092	ir Lowhead Dam nt'l Golf Parkway North,State Rd 16		10/01/2024				\$137,500	
		• • •						L	
Unit #		ription dress	Year Built	Eff. Date	Building		Total Ins	ured Value	
		Const Type	Term Date	Contents Value					
in the second	Roof Shape	Roof Pitch	2005	Roof Cove			g Replaced	Roof Yr Blt	
	Aeration System E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		2006	10/01/2023	\$55,000				
6			Non combustible	10/01/2024			\$5		
11	Description		V D	F# D-t-	D. 11-11				
Unit #	Description		Year Built	Eff. Date	Building		Total Insured Value		
1.1	Address		Const Type	Term Date	Contents				
لأغيبوني	Roof Shape Roof Pitch Irrigation Suction Line		2000				ng Replaced Roof Yr Blt		
			2006	10/01/2023	\$6,395		P		

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# Property Schedule

# World Commerce Community Development District

Policy No.: 100123647

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built		Eff. Date	Building Value Contents Value		- Total Insured Value		
			Const Type	Term Date						
	Roof Shape	Roof Pitch			Roof Covering		Coverin	Replaced Roof Yr Bl		
	Irrigation Drive Watch	ation Drive Watch		06	10/01/2023	\$3,5	\$3,575			
8	E Int'l Golf Parkway North,State St Augustine FL 32092	Rd 16	Propert Op		10/01/2024		1		\$3,575	
Unit #	Description Address Roof Shape Roof Pitch		Year	Built	Eff. Date	Buildin	g Value			
			Const Type		Term Date	Conten	Contents Value		Total Insured Value	
					Roof Covering Coveri		g Replaced	Roof Yr Blt		
9	Three Flag Poles with Paver Bases and Lighting		20	21	10/01/2023	\$51,823				
	World Commerce Parkway at International Golf Blvd East Entrance St Augustine FL 32092		Non combustible		10/01/2024	.0/01/2024		\$51,823		
			Total:	Building		Contents Val	ue	Insured Va	alue	
				\$563,393	}	\$0		\$563,393		