



Rizzetta & Company

# **World Commerce Community Development District**

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**Board of Supervisors' Meeting  
January 16, 2024**

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

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

**WORLD COMMERCE**  
**COMMUNITY DEVELOPMENT DISTRICT**

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

St. Augustine, Florida 32095

<https://www.worldcommercecdd.org/>

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

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

Board of Supervisors  
World Commerce Community  
Development District

January 9, 2024  
Rev. 1.15.2024

## REVISED FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of World Commerce Community Development District will be held on **January 16, 2024, at 9:00 a.m.** at the **St. Augustine - St. Johns 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, 2023.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for August, September, October & November 2023.....Tab 2
  - C. Ratification of Construction Requisition Approval #236 through 238.....Tab 3
  - D. Consideration of Resolution 2024-01; 2024 General Election.....Tab 4
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer.....Tab 5
    - 1.) Consideration of Proposal for Annual Engineer's Report
  - C. Landscape.....Tab 6
  - D. District Manager.....Tab 7
    - 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 Elevations.....Tab 8
  - B. Consideration of BrightView Proposal for Roadway Island Enhancements.....Tab 9
  - C. Consideration of Innovative Fountain Renewal Proposal.....Tab 10
  - D. Ratification of EGIS Insurance Renewal Coverage for Fiscal Year 2023-2024.....Tab 11
  - E. Consideration of Resolutions 2024-02 Approving a Second Amendment to the First Supplemental Indenture for the Series 2004A-1 Bonds to Adjust the Reserve Amount Requirement.....Tab 12
  - F. Consideration of Resolutions 2024-03 Approving a Second Amendment to the Third Supplemental Indenture for the 2007 Bonds to Adjust the Reserve Amount Requirement.....Tab 13
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very Truly Yours,  
*Lesley Gallagher*  
District Manager

## **Tab 1**

**MINUTES OF MEETING**

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

**WORLD COMMERCE  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of World Commerce Community Development District was held on **August 23, 2023, at 9:00 a.m.** at the **St. Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine FL 32095.**

Present and constituting a quorum:

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

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company</b>
Wes Haber	<b>District Counsel, Kutak Rock, LLC (speakerphone)</b>
Ryan Stilwell	<b>District Engineer, Prosser</b>
Michael Cills	<b>Steinman &amp; Company</b>
Steve McAvoy	<b>Account Manager, BrightView Landscaping</b>

Audience members were present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Gallagher called the meeting to order at 9:03 a.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**August 23, 2023 Minutes of Meeting**

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**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting  
held May 16, 2023**

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.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' 2<sup>nd</sup> Audit  
Committee Meeting held on  
May 16, 2023**

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.

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operation and  
Maintenance Expenditures for April  
2023, May 2023, June 2023 & July 2023**

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.

**SIXTH ORDER OF BUSINESS**

**Ratification of Requisitions #232 & 233  
Special Assessment Bonds, Series  
2007**

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.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

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.

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

**B. District Engineer**

**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.

**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:

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

Miller, in the amount of \$1,548,992.84

Chinchor, in the amount of \$2,669,705.02

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.

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

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 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 available after the fact.

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**August 23, 2023 Minutes of Meeting**

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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.

**C. Landscape Manager**

Mr. McAvoy reviewed that the wax myrtles at the lift station area were failing due to age. It 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 back proposals for enhancements in sections to the next meeting. Ms. Gallagher asked about the dead palm tree that Mr. Hicks previously indicated would be covered under warranty. Mr. McAvoy will review with Mr. Hicks.

**D. District Manager**

**1.) Charles Aquatics Service Report, dated June 27, 2023 & July 31, 2023**

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 to have this in place for October 1, 2023.

**3.) Innovative Fountain Preventative Maintenance Report, dated June 1, 2023, June 14, 2023 & July 3, 2023**

Ms. Gallagher updated the Board that her office received a call from St. Johns County Utility Department regarding excessive water use in June. It was determined to have been a leak between the meter and the fountain.

She also updated the Board that the backflow was replaced in May.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Acceptance of Audit for  
Fiscal Year Ending  
September 30, 2022**

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**

On a motion by Mr. Hall, seconded by Ms. Pappaceno, with all in favor, the Board approved the Charles Aquatics renewal proposal in the amount of \$475 per month for period October 1, 2023, through September 30, 2024, which also allows for two additional one-year renewals, for World Commerce Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Xylem Lift Station  
Renewal Proposal**

On a motion by Ms. McNairn, seconded by Mr. Hall, with all in favor, the Board approved the Xylem renewal for lift station preventative maintenance inspection, in the amount of \$950.00, for World Commerce Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2023-2024 Final Budget**

On a motion by Ms. McNairn, seconded by Ms. Pappaceno, with all in favor, the Board opened the public hearing on Fiscal Year 2023/2024 budget, for World Commerce Community Development District.

There were no public comments.

On a motion by Mr. Silagy, seconded by Ms. McNairn, with all in favor, the Board closed the public hearing on Fiscal Year 2023/2024 budget, for World Commerce Community Development District.

**1.) Consideration of Resolution 2023-04, Approving Fiscal Year 2023-  
2024 Proposed Budget**

On a motion by Ms. Pappaceno, seconded by Mr. Silagy, with all in favor, the Board adopted Resolution 2023-04, as presented, approving Fiscal Year 2023-2024 proposed budget, for World Commerce Community Development District.

**2.) Consideration of Resolution 2023-05 Imposing Special Assessments**

On a motion by Mr. Silagy, seconded by Mr. Hall, with all in favor, the Board adopted Resolution 2023-05, imposing special assessments, as presented, for World Commerce Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-06;  
Meeting Dates, Time and  
Location for Fiscal Year 2023/2024**

On a motion by Ms. McNairn, seconded by Ms. Pappaceno, with all in favor, the Board adopted Resolution 2023-06, setting the regular meetings for October 17, 2023, January 16, 2024, April 16, 2024, and July 16, 2024, at 9:00 a.m. at St. Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine FL 32095, for World Commerce Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Third Addendum  
Contract for Professional District  
Services**

On a motion by Mr. Silagy, seconded by Ms. Pappaceno, with all in favor, the Board accepted the third addendum to the contract for professional District services with Rizzetta & Company, for World Commerce Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Modifying the  
Access and Maintenance Easement  
Agreement for Landscape and  
Fountain Improvements**

Mr. Cills reviewed Exhibit A.

On a motion by Ms. Pappaceno, seconded by Ms. McNairn, with all in favor, the Board authorized the Chairman to sign modification of Access and Maintenance Easement Agreement in the future, for World Commerce Community Development District.

**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.

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**August 23, 2023 Minutes of Meeting**

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# Exhibit A

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

This instrument prepared by and return to:  
Sidney S. Simmons, Esq.  
Sidney S. Simmons, PL  
562 Park Street, Suite 300  
Jacksonville, Florida 32204

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

THIS AMENDMENT 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, ("Grantor") 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 ("District") (District and Grantor are sometimes together referred to herein as the "Parties").

**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. Recitals.** The foregoing Background Facts are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. Amendment to Easement Area.** The Easement Agreement is amended as follows: the Easement Area shall hereafter mean the real property described in Exhibit A 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 Exhibit A to this Amendment.

**3. Additional Terms.** 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.

[SIGNATURES 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:

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: \_\_\_\_\_

By: \_\_\_\_\_  
Michael B. Cills, Manager

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 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*)  
☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

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

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

DISTRICT:

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 ☐ physical presence or ☐ 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

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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

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
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

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

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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## **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:

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\_\_\_\_\_ 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	Invoice 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 10/01/2023-10/01/2024	\$ 13,265.00
Florida Power & Light Company	ACH	74760-43505 08/23 Autopay	Electric Services 08/23	\$ 1,964.83
Florida Power & Light Company	ACH	Monthly Summary 09/23 Autopay 640	Electric Services 09/23	\$ 236.75
Innovative Fountain Services	100139	20244957	Fountain Maintenance 08/23	\$ 320.00
Kutak Rock, LLP	100137	3268643	Legal Services 07/23	\$ 260.00
Rizzetta & Company, Inc.	100136	INV0000083250	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	\$ <u>4,148.38</u>
<b>Report Total</b>				<b>\$ <u>37,927.91</u></b>

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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

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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:

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\_\_\_\_\_ 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	100154	5910119	Acct #764119 Legal Advertising 09/23	\$ 89.76
<b>Report Total</b>				<b><u>\$ 22,956.68</u></b>

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

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## **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:

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\_\_\_\_\_ 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	Invoice 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 Autopay	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	<u>\$ 5,200.84</u>

### Report Total

**\$ 11,025.41**

## **Tab 3**

# WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT

**District Office · St. Augustine, Florida · (904) 436-6270**

**Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614**

**www.worldcommercecdd.org**

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;

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

**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 #104000016

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 CURRENT AMOUNT DUE \$104.00

**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
<b>Total Fee</b>					<b>3,037.50</b>

#### Reimbursable Expenses

Permits & Approval				217.60	
Printing - Reimbursable				73.70	
<b>Total Reimbursables</b>			<b>1.15 times</b>	<b>291.30</b>	<b>335.00</b>
<b>Total this Task</b>					<b>\$3,372.50</b>
<b>Total this Invoice</b>					<b>\$3,372.50</b>

#### Outstanding Invoices

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

**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.**

**INVOICE**

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

THANK YOU FOR YOUR BUSINESS!



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
<b>Total Fee</b>					<b>3,037.50</b>

**Reimbursable Expenses**

Permits & Approval				217.60	
Printing - Reimbursable				73.70	
<b>Total Reimbursables</b>			<b>1.15 times</b>	<b>291.30</b>	<b>335.00</b>
<b>Total this Task</b>					<b>\$3,372.50</b>
<b>Total this Invoice</b>					<b>\$3,372.50</b>

**Outstanding Invoices**

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



July 03, 2023  
 Project No: P0121037.01  
 Invoice No: 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**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1: Client Consultants Coordination	2,500.00	98.50	2,462.50	2,425.00	37.50
Task 2: Final Construction Drawings	50,250.00	98.50	49,496.25	48,742.50	753.75
Task 3: Permitting	5,500.00	100.00	5,500.00	5,500.00	0.00
Task 4: Public Bidding Services	6,000.00	0.00	0.00	0.00	0.00
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	14,550.00	450.00
Total Fee	100,250.00		72,458.75	71,217.50	1,241.25
<b>Total Fee</b>					<b>1,241.25</b>

**Reimbursable Expenses**

Printing - Reimbursable				2.70	
<b>Total Reimbursables</b>			<b>1.15 times</b>	<b>2.70</b>	<b>3.11</b>
<b>Total this Task</b>					<b>\$1,244.36</b>
<b>Total this Invoice</b>					<b>\$1,244.36</b>

## **Tab 4**

## 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:

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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.

## **Tab 5**

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.

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,

**PROSSER, a PRIME AE Company**



Ryan P. Stilwell, PE  
Vice President

Accepted By:

---

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

### CEI/Construction Management Services

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

## **Tab 6**

# 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

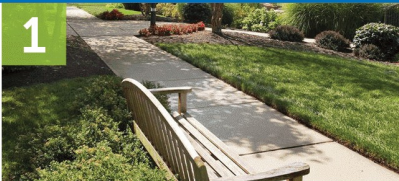
East and West Entrance areas

## Quality you can count on.

7

Seven  
Standards of  
Excellence

1



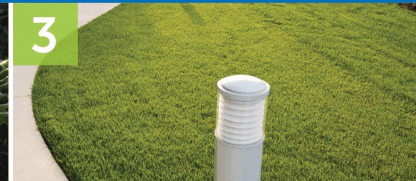
Site Cleanliness

2



Weed Free

3



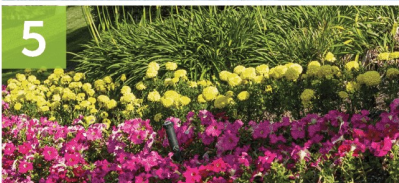
Green Turf

4



Crisp Edges

5



Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs

# QUALITY SITE ASSESSMENT

## 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

### 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.

### Recommendations for Property Enhancements



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

**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.

# QUALITY SITE ASSESSMENT

## 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

## **Tab 7**



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

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

## Fountain Checklist

**Before Picture of Fountain**





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

## Vault Check List


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

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

## Additional Chemicals Readings

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

## Comments

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

<b>Any deficient parts?</b>	No

## **Tab 8**

## Proposal for Extra Work at World Comm Center

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

Project Name      Wcc oak tree elevation

Project Description    General tree

### Scope of Work

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

QTY	UoM/Size	Material/Description	Total
<b>Orange highlighted area-Tree Elevation</b>			<b>\$9,438.00</b>

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.	
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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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall 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.
7. 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.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. 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 related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. 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 the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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.
17. 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

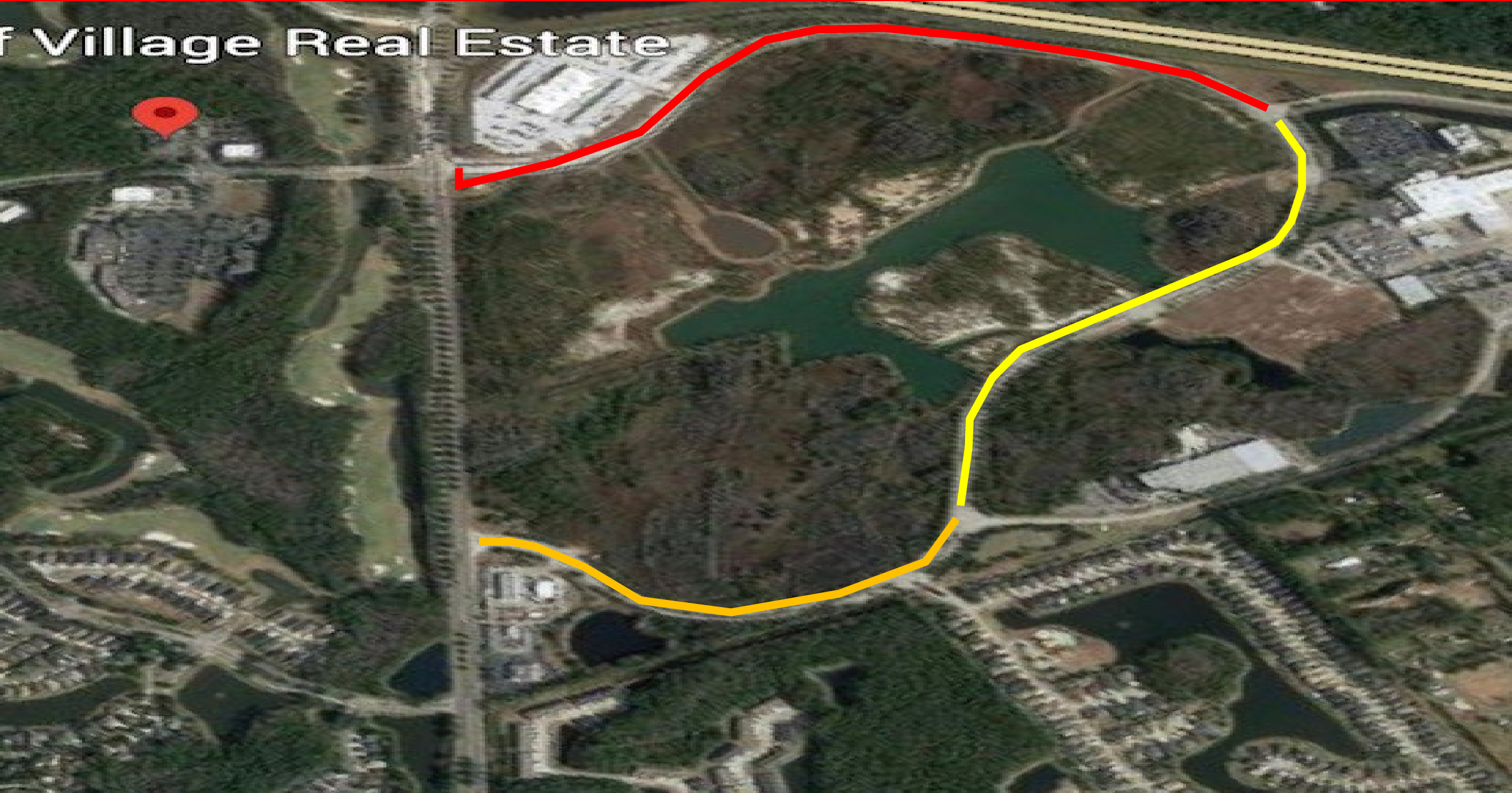
### Customer

<b>District Manager</b>	
Signature _____	Title _____
<b>Lesley Galleragher</b>	<b>November 13, 2023</b>
Printed Name _____	Date _____

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

<b>Account Manager</b>	
Signature _____	Title _____
<b>Steve McAvoy</b>	<b>November 13, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>460802100</b>		
<b>SO #:</b>	<b>8280873</b>	<b>Proposed Price:</b>	<b>\$9,438.00</b>



## **Tab 9**

## Proposal for Extra Work at World Comm Center

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

Project Name        WCC- plant removal and sod install

Project Description    enhancement

### Scope of Work

QTY	UoM/Size	Material/Description	Total
<b>Island 1</b>			<b>\$7,161.35</b>
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	
<b>Island 2</b>			<b>\$8,542.89</b>
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	
<b>Island 3</b>			<b>\$6,406.44</b>
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	
<b>Island 4</b>			<b>\$6,406.44</b>
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 only

**SO#**                    8313518

**JOB#**                460802100

**Service Line**        130

**Total Price**                    \$28,517.12

#### 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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall 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.
7. 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.
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11. 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 the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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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

<b>District Manager</b>	
Signature	Title
<b>Lesley Galleragher</b>	<b>January 09, 2024</b>
Printed Name	Date

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

<b>Account Manager</b>	
Signature	Title
<b>Steve McAvoy</b>	<b>January 09, 2024</b>
Printed Name	Date

<b>Job #:</b>	<b>460802100</b>		
<b>SO #:</b>	<b>8313518</b>	<b>Proposed Price:</b>	<b>\$28,517.12</b>



## **Tab 10**



## 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](http://www.innovativefountainservices.com)

Prepared for: Lesley Gallagher

Project: World Commerce Center  
St. Augustine, FL

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

### GENERAL SCOPE OF WORK:

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

### INCLUSIONS:

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

- Reset timers as needed
- Calcium treatment

**EXCLUSIONS:**

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

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

**TERMS OF THIS PROPOSAL:**

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

I \_\_\_\_\_ 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](http://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.

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

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

## CRIME COVERAGE

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

## Deadly Weapon Protection Coverage

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

## AUTOMOBILE COVERAGE

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

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

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

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

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

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

**Cyber Liability sublimit included under POL/EPLI**

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



## PREMIUM SUMMARY

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

Term: October 1, 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
<b>TOTAL PREMIUM DUE</b>	<b>\$13,265</b>

#### 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)




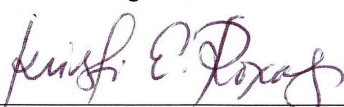
## PARTICIPATION AGREEMENT

### 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

<hr/>	
(Name of Local Governmental Entity)	
By: <u></u>	<u>Curtis J. Robinson</u>
Signature	Print Name
Witness By: <u></u>	<u>KRISTI E. ROXAS</u>
Signature	Print Name

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

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.

- |  |              |                          |
|--|--------------|--------------------------|
| <input checked="" type="checkbox"/> Building and Content TIV | \$563,393    | As per schedule attached |
| <input type="checkbox"/> Inland Marine                       | Not Included |                          |
| <input type="checkbox"/> Auto Physical Damage                | Not Included |                          |

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

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

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

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



Property Schedule

Schedule Items Effective As of: 10/01/2023

**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	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
1	Main Entrance and Landscape Lighting		2005	10/01/2023	\$82,500		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Non combustible	10/01/2024		\$82,500	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
2	Irrigation System		2005	10/01/2023	\$55,000		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Non combustible	10/01/2024		\$55,000	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
3	Fountains		2005	10/01/2023	\$61,600		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Masonry non combustible	10/01/2024		\$61,600	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
4	2nd Entry Way, Sign		2006	10/01/2023	\$110,000		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Non combustible	10/01/2024		\$110,000	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
5	Weir Lowhead Dam		2006	10/01/2023	\$137,500		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Non combustible	10/01/2024		\$137,500	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
6	Aeration System		2006	10/01/2023	\$55,000		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Non combustible	10/01/2024		\$55,000	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
7	Irrigation Suction Line		2006	10/01/2023	\$6,395		
	E Int'l Golf Parkway North, State Rd 16 St Augustine FL 32092		Property in the Open	10/01/2024		\$6,395	

Sign: \_\_\_\_\_

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

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



**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		Total Insured Value		
			Const Type	Term Date	Contents Value				
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt		
8	Irrigation Drive Watch		2006	10/01/2023	\$3,575				
	E Int'l Golf Parkway North,State Rd 16 St Augustine FL 32092		Property in the Open	10/01/2024			\$3,575		
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value		
			Const Type	Term Date	Contents Value				
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt		
9	Three Flag Poles with Paver Bases and Lighting		2021	10/01/2023	\$51,823				
	World Commerce Parkway at International Golf Blvd. - East Entrance St Augustine FL 32092		Non combustible	10/01/2024			\$51,823		
			<b>Total:</b>	Building Value \$563,393		Contents Value \$0		Insured Value \$563,393	

Sign: \_\_\_\_\_

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

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

## **Tab 12**

**RESOLUTION 2024-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE FINANCING OF CERTAIN IMPROVEMENTS; AUTHORIZING EXECUTION AND DELIVERY OF ANY RELATED DOCUMENTS AND CERTIFICATES; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR CERTAIN OTHER MATTERS.

**WHEREAS**, the World Commerce Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District previously issued the World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2004A-1 (the “Series 2004A-1 Bonds”) pursuant to that certain First Supplemental Indenture dated July 1, 2004 between the District and U.S. Bank Trust Company, National Association (as successor to Wachovia Bank), its successors and assigns (the “Trustee”); (the “First Supplemental Indenture”); and

**WHEREAS**, in connection with the issuance of the Series 2004A-1 Bonds, the District established a debt service reserve account to be held by the Trustee for the benefit of the holders (the “Bondholders”) of the Series 2004A-1 Bonds (the “Series 2004A-1 Reserve Account”); and

**WHEREAS**, pursuant to that certain First Amendment to First Supplemental Indenture dated as of June 1, 2021 the District and the Bondholders agreed to use a portion of the funds in the 2004A-1 Reserve Account to pay for certain traffic signal improvements (the “Improvements”); and

**WHEREAS**, the current balance in the 2004A-1 Reserve Account is \$[\_\_\_\_\_] (the “Reserve Amount”); and

**WHEREAS**, the District and the Bondholders desire to use the remaining funds in the 2004A-1 Reserve Account to pay for increased costs related to the Improvements; and

**WHEREAS**, the District desires to withdraw the Reserve Amount from the 2004A-1 Reserve Account to finance the Improvements; and

**WHEREAS**, the District hereby finds it necessary to amend the provisions of the Debt Service Reserve Requirement and the Series 2004A-1 Reserve Account Percentage contained in the First Supplemental Indenture to provide the District greater flexibility to finance the increased cost of the Improvements; and

**WHEREAS**, the District hereby finds it necessary to amend the First Supplemental Indenture and to approve the form of and authorize the execution and delivery of a Second Amendment to First Supplemental Trust Indenture (the “**Second Amendment**”); and

**WHEREAS**, there has been submitted to this meeting with respect to the First Supplemental Indenture and submitted to the Board a form of the Second Amendment between the District and the Trustee attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of World Commerce Community Development District, as follows:

**Section 1.     Definitions.** Capitalized terms used, but not defined, in this Resolution shall have the meanings assigned thereto in the First Supplemental Indenture unless otherwise provided herein.

**Section 2.     Prior Approval of Financing of Improvements.** The prior approval to finance the Improvements is hereby ratified and approved.

**Section 3.     Approval of Second Amendment.** The District hereby approves the form of the Second Amendment to First Supplemental Indenture and authorizes the execution by the Chairman or Vice Chairman of the Board of Supervisors of the District (the “Chairman” and “Vice Chairman”, respectively) or any member of the Board of Supervisors designated by the Chairman (a “Designated Member”), and the attestation by the Secretary or any Assistant Secretary of the Board (collectively referred to herein as the “Secretary”), and the delivery of the Second Amendment to First Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairman, Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Second Amendment to First Supplemental Indenture attached hereto.

**Section 4.     Further Official Action; Ratification of Prior and Subsequent Acts.** The Chairman, the Vice Chairman, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver the Second Amendment to First Supplemental Indenture and any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

**Section 5.**     Severability.   If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 6.**     Inconsistent Proceedings. All prior resolutions or proceedings of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**Section 7.**     Effective Date. This Resolution shall become effective immediately upon its adoption. The Second Amendment to First Supplemental Trust Indenture shall become effective on the effective date provided therein.

ADOPTED this 16<sup>th</sup> day of January, 2024.

[SEAL]

WORLD COMMERCE DEVELOPMENT  
DISTRICT

ATTEST:

By:

\_\_\_\_\_

—

Chairman, Board of Supervisors

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**Second Amendment to First Supplemental Trust Indenture**

-----  
**SECOND AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE**  
-----

**BETWEEN**

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**AND**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
As Trustee**

\_\_\_\_\_  
**Dated as of January 16, 2024**  
\_\_\_\_\_

**Relating to**

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT  
(ST. JOHNS COUNTY, FLORIDA)  
SPECIAL ASSESSMENT BONDS  
SERIES 2004A-1**

**THIS SECOND AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE** (the “Second Amendment”), dated and effective as of January 16, 2024 by and between **WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT** (the “Issuer” or “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America (said banking association and any bank or trust company becoming successor trustee under this Second Amendment being hereinafter referred to as the “Trustee”).

**WITNESSETH:**

**WHEREAS**, the District previously issued the World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2004A-1 (the “Series 2004A-1 Bonds”) currently outstanding in the principal amount of [\$14,155,000], pursuant to that certain Master Trust Agreement dated as of July 1, 2004 as supplemented by the First Supplemental Indenture dated as of July 1, 2004 (the “First Supplemental Indenture”) both between the District the Trustee; and

**WHEREAS**, in connection with the issuance of the Series 2004A-1 Bonds, the District established a debt service reserve account that is held by the Trustee for the benefit of the holders (the “Bondholders”) of the Series 2004A-1 Bonds (the “Series 2004A-1 Reserve Account”); and

**WHEREAS**, pursuant to that certain First Amendment to First Supplemental Indenture dated as of June 1, 2021, the District, with the consent of all of the Bondholders, agreed to use a portion of the funds in the Series 2004A-1 Reserve Account to pay for certain traffic signal improvements (the “Improvements”); and

**WHEREAS**, the costs of the Improvements have increased and the District and the Bondholders desire to use as the available funds remaining in Series 2004A-1 Reserve Account as necessary to finance the increased costs of the Improvements; and

**WHEREAS**, the District and the Bondholders desire to amend the provisions of the Debt Service Reserve Requirement contained in the First Supplemental Indenture to provide the District greater flexibility to finance the Improvements; and

**NOW, THEREFORE, THIS SECOND AMENDMENT TO THE FIRST SUPPLEMENTAL INDENTURE PROVIDES:**

## **ARTICLE I**

### **DEFINITIONS**

In this Second Amendment capitalized terms used herein without definition shall have the meanings ascribed thereto in the First Supplemental Indenture or the Master Trust Indenture, dated as of July 1, 2004, between the Issuer and the Trustee (the "Master Indenture").

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of 2004A-1 Bond), refer to the entire Indenture.

Every "request", "requisition", "order", "demand", "application", "notice", "statement", "certificate", "consent", or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

## **ARTICLE II**

### **AMENDMENT TO ARTICLE I**

#### **SECTION 2.01     Amendment to Article I of the First Supplemental Indenture.**

"Debt Service Reserve Requirement" until such time as the Improvements have been completed, shall mean 0% of the Deemed Outstanding amount of the Series 2004A-1 Bonds. At such time that all costs associated with the Improvements have been paid and amounts are available to be transferred back to the Series 2004A-1 Reserve Account as provided in Section 3.01 below such percentage of the Deemed Outstanding Series 2004A-1 Bonds shall thereafter be recalculated based on the amount being transferred at that time.

## **ARTICLE III**

#### **SECTION 3.01     Direction to Trustee Regarding Transfer of Funds.**

The Trustee is hereby authorized and directed to transfer all amounts on deposit in the Series 2004A-1 Reserve Account to the Series 2004A-1 Acquisition and Construction Account to be applied by the District to pay the costs of the Improvements.

The Trustee is hereby authorized and directed following completion of the Improvements to deposit all unspent funds, if any, from the Series 2004A-1 Acquisition and Construction Account Reserve Amount into the Series 2004A-1 Reserve Account.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

**SECTION 4.01 Confirmation of Master Indenture; Interpretation of First Supplemental Indenture.** As supplemented and amended by this Second Amendment, the Master Indenture, as amended and supplemented by the First Supplemental Indenture, as amended by the First Amendment to First Supplemental Indenture is in all respects ratified and confirmed, and this Second Amendment shall be read, taken and construed as a part of the First Supplemental Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to the First Supplemental Indenture and to the 2004A-1 Bonds issued thereunder.

**SECTION 4.02 Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, World Commerce Community Development District has caused this Second Amendment to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association, has caused this Second Amendment to First Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

SEAL

Attest:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Secretary, Board of Supervisors

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**, as Trustee, Paying Agent  
and Registrar

By: \_\_\_\_\_  
[\_\_\_\_\_, Vice President]

## **TAB 13**

## **RESOLUTION 2024-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO THIRD SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE FINANCING OF CERTAIN IMPROVEMENTS; AUTHORIZING EXECUTION AND DELIVERY OF ANY RELATED DOCUMENTS AND CERTIFICATES; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR CERTAIN OTHER MATTERS.

**WHEREAS**, the World Commerce Community Development District (the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District previously issued the World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2007 (the "Series 2007 Bonds") pursuant to that certain Third Supplemental Indenture dated February 1, 2007 between the District and U.S. Bank Trust Company, National Association (as successor to Wachovia Bank), its successors and assigns (the "Trustee"); (the "Third Supplemental Indenture"); and

**WHEREAS**, in connection with the issuance of the Series 2007 Bonds, the District established a debt service reserve account to be held by the Trustee for the benefit of the holders (the "Bondholders") of the Series 2007 Bonds (the "Series 2007 Reserve Account"); and

**WHEREAS**, pursuant to that certain First Amendment to Third Supplemental Indenture dated as of June 1, 2021 the District and the Bondholders agreed to use a portion of the funds in the 2007 Reserve Account to pay for certain traffic signal improvements (the "Improvements"); and

**WHEREAS**, the current balance in the 2007 Reserve Account is \$[\_\_\_\_\_] (the "Reserve Amount"); and

**WHEREAS**, the District and the Bondholders desire to use the remaining funds in the 2007 Reserve Account to pay for increased costs related to the Improvements; and

**WHEREAS**, the District desires to withdraw the Reserve Amount from the 2007 Reserve Account to finance the Improvements; and

**WHEREAS**, the District hereby finds it necessary to amend the provisions of the Debt Service Reserve Requirement and the Series 2007 Reserve Account Percentage contained in the Third Supplemental Indenture to provide the District greater flexibility to finance the increased cost of the Improvements; and

**WHEREAS**, the District hereby finds it necessary to amend the Third Supplemental Indenture and to approve the form of and authorize the execution and delivery of a Second Amendment to Third Supplemental Trust Indenture (the "**Second Amendment**"); and

**WHEREAS**, there has been submitted to this meeting with respect to the Third Supplemental Indenture and submitted to the Board a form of the Second Amendment between the District and the Trustee attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of World Commerce Community Development District, as follows:

**Section 1.     Definitions.** Capitalized terms used, but not defined, in this Resolution shall have the meanings assigned thereto in the First Supplemental Indenture unless otherwise provided herein.

**Section 2.     Prior Approval of Financing of Improvements.** The prior approval to finance the Improvements is hereby ratified and approved.

**Section 3.     Approval of Second Amendment.** The District hereby approves the form of the Second Amendment to Third Supplemental Indenture and authorizes the execution by the Chairman or Vice Chairman of the Board of Supervisors of the District (the "Chairman" and "Vice Chairman", respectively) or any member of the Board of Supervisors designated by the Chairman (a "Designated Member"), and the attestation by the Secretary or any Assistant Secretary of the Board (collectively referred to herein as the "Secretary"), and the delivery of the Second Amendment to Third Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairman, Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Second Amendment to Third Supplemental Indenture attached hereto.

**Section 4.     Further Official Action; Ratification of Prior and Subsequent Acts.** The Chairman, the Vice Chairman, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver the Second Amendment to Third Supplemental Indenture and any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

**Section 5.**     Severability.   If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 6.**     Inconsistent Proceedings. All prior resolutions or proceedings of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**Section 7.**     Effective Date. This Resolution shall become effective immediately upon its adoption. The Second Amendment to Third Supplemental Trust Indenture shall become effective on the effective date provided therein.

ADOPTED this 16<sup>th</sup> day of January, 2024.

[SEAL]

WORLD COMMERCE DEVELOPMENT  
DISTRICT

ATTEST:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_

Chairman, Board of Supervisors

**EXHIBIT A**

**Second Amendment to Third Supplemental Trust Indenture**

-----  
**SECOND AMENDMENT TO THIRD SUPPLEMENTAL TRUST INDENTURE**  
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**BETWEEN**

**WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT**

**AND**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
As Trustee**

\_\_\_\_\_  
**Dated as of January 16, 2024**  
\_\_\_\_\_

**Relating to**

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

**THIS SECOND AMENDMENT TO THIRD SUPPLEMENTAL TRUST INDENTURE** (the “Second Amendment”), dated and effective as of January 16, 2024 by and between **WORLD COMMERCE COMMUNITY DEVELOPMENT DISTRICT** (the “Issuer” or “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America (the “Trustee”).

**W I T N E S S E T H:**

**WHEREAS**, the District previously issued the World Commerce Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2007 (the “Series 2007 Bonds”) currently outstanding in the principal amount of \$[\_\_\_\_\_], pursuant to that certain Third Supplemental Indenture dated February 1, 2007 (the “Third Supplemental Indenture”); and

**WHEREAS**, the District and the Bondholders (hereinafter defined) have agreed to make certain amendments to the Third Supplemental Indenture as described herein; and

**WHEREAS**, in connection with the issuance of the Series 2007 Bonds, the District established a debt service reserve account to be held by the Trustee for the benefit of the holders (the “Bondholders”) of the Series 2007 Bonds (the “Series 2007 Reserve Account”); and

**WHEREAS**, pursuant to that certain First Amendment to Third Supplemental Indenture dated as of June 1, 2021 the District and the Bondholders agreed to use a portion of the funds in the 2007 Reserve Account to pay for certain traffic signal improvements (the “Improvements”); and

**WHEREAS**, the current balance in the 2007 Reserve Account is \$[\_\_\_\_\_] (the “Reserve Amount”); and

**WHEREAS**, the District and the Bondholders desire to use the remaining funds in the 2007 Reserve Account to pay for increased costs related to the Improvements; and

**WHEREAS**, the District desires to withdraw the Reserve Amount from the 2007 Reserve Account to finance the Improvements; and

**WHEREAS**, the District and the Bondholders desire to amend the provisions of the Debt Service Reserve Requirement and the Series 2007 Reserve Account Percentage contained in the Third Supplemental Indenture to provide the District greater flexibility to finance the increased cost of the Improvements; and

NOW, THEREFORE, THIS SECOND AMENDMENT TO THE THIRD SUPPLEMENTAL INDENTURE PROVIDES:

## ARTICLE I

### DEFINITIONS

In this Second Amendment capitalized terms used herein without definition shall have the meanings ascribed thereto in the Third Supplemental Indenture or the Master Trust Indenture, dated as of July 1, 2004, between the Issuer and the Trustee (the "Master Indenture").

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of 2007 Bond), refer to the entire Indenture.

Every "request", "requisition", "order", "demand", "application", "notice", "statement", "certificate", "consent", or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

## ARTICLE II

### AMENDMENT TO ARTICLE I

#### **SECTION 2.01    Amendment to Article I of the Third Supplemental Indenture.**

"Debt Service Reserve Requirement" until such time as the Improvements have been completed, shall mean 0% of the Deemed Outstanding amount of the Series 2007 Bonds. At such time that all costs associated with the Improvements have been paid and amounts are available to be transferred back to the Series 2007 Reserve Account as provided in Section 3.01 below such percentage of the Deemed Outstanding Series 2007 Bonds shall thereafter be recalculated based on the amount being transferred at that time.

"Series 2007 Reserve Account Percentage" shall mean 0.00% which is the result of dividing the Debt Service Reserve Requirement for the Series 2007 Bonds by the Outstanding aggregate principal amount of the Series 2007 Bonds.

## ARTICLE III

### **SECTION 3.01    Direction to Trustee Regarding Transfer of Funds.**

The Trustee is hereby authorized and directed to transfer all amounts on deposit in the Series 2007 Reserve Account to the Series 2007 Acquisition and Construction Account to be applied by the District to pay the costs of the Improvements.

The Trustee is hereby authorized and directed following completion of the Improvements to deposit all unspent funds, if any, from the Series 2007 Acquisition and Construction Account into the Series 2007 Reserve Account.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

**SECTION 4.01    Confirmation of Master Indenture; Interpretation of Third Supplemental Indenture.** As supplemented and amended by this Second Amendment, the Master Indenture, as amended and supplemented by the First Supplemental Indenture is in all respects ratified and confirmed, and this Second Amendment shall be read, taken and construed as a part of the First Supplemental Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to the Third Supplemental Indenture and to the 2007 Bonds issued thereunder.

**SECTION 4.02    Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, World Commerce Community Development District has caused this Second Amendment to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association, has caused this Second Amendment to Third Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

**WORLD COMMERCE COMMUNITY  
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Secretary, Board of Supervisors

**U.S. BANK TRUST COMPANY NATIONAL  
ASSOCIATION**, as Trustee, Paying Agent  
and Registrar

By: \_\_\_\_\_  
[\_\_\_\_\_] , Vice President

[Signature Page to Second Amendment to Third Supplemental Trust Indenture]