



Rizzetta & Company

Pier Park Community Development District

**Board of Supervisors' Meeting
May 31, 2023**

**District Office:
120 Richard Jackson Blvd, Suite 220
Panama City Beach, Florida 32407
850-334-9055**

www.pierparkcdd.org

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

City of Panama City Beach City Hall
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

| | | |
|--------------------------------------|--|--|
| District Board of Supervisors | Chris Tilley, Sr. Marek Bakun Chris Tilley, Jr. Kenneth Goldberg Lee Ann Leonard | Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary |
| District Manager | Kimberly O'Mera | Rizzetta & Company, Inc. |
| District Counsel | Joseph Brown | Kutak Rock LLP |
| District Engineer | Robert Carroll | McNeil Carroll Engineering, Inc. |

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

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

District Office • 120 Richard Jackson Blvd, Suite 220, Panama City Beach, FL 32407

Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.PierParkCDD.org

May 25, 2023

Board of Supervisors
**Pier Park Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Pier Park Community Development District will be held on **Wednesday, May 31, 2023, at 10:00 a.m. (Central Time)** at the City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting Held on March 28, 2023 Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of July 2022 through April 2023 Tab 2
4. **BUSINESS ITEMS**
 - A. Appointment of an Audit Committee and Scheduling the First Meeting of the Audit Committee
 - B. Consideration of Resolution 2023-01, Designating a Date, Time and Location for Landowners' Meeting..... Tab 3
 - C. Discussion and Consideration of RFP for Landscaping..... Tab 4
 - D. Consideration of Lake Doctors Renewal Contract..... Tab 5
 - E. Presentation of the Proposed Budget for Fiscal Year 2023/2024 (under separate cover)
 - F. Consideration of Resolution 2023-02, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon..... Tab 6
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Presentation of District Manager Report (under separate cover)
 2. Presentation of Registered Voter Count Tab 7
6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at 850-334-9055.

Sincerely,
Kimberly O'Mera
Kimberly O'Mera
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.

PIER PARK
COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors for Pier Park Community Development District was held on **Tuesday, March 28, 2023, at 2:00 p.m. (CDT Time)** at The Panama City Beach City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

Present:

| | |
|------------------|--|
| Chris Tilley Sr. | Board Supervisor, Chairman |
| Marek Bakun | Board Supervisor, Vice Chairman |
| Chris Tilley Jr. | Board Supervisor, Assistant Secretary |
| Lee Ann Leonard | Board Supervisor, Assistant Secretary |

Also present were:

| | |
|---------------|---|
| Kim O'Mera | District Manager, Rizzetta & Company, Inc. |
| Joseph Brown | District Counsel, Kutak Rock, LLP <i>(via Speakerphone)</i> |
| Richard Brown | Property Manager |

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:04 p.m. (CDT) and conducted roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

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THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Meeting held on November 14, 2022.

Ms. O'Mera presented the Minutes of the Board of Supervisors meeting held on November 14, 2022.

On a Motion by Mr. Bakun seconded by Mr. Tilley Sr., with all in favor, the Board of Supervisors Approved the Minutes of the Board of Supervisors Meeting held on November 14, 2022, for Pier Park Community Development District.

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FOURTH ORDER OF BUSINESS

Consideration of Temporary Construction Easement to City of Panama City Beach

Ms. O'Mera turned the presentation over to Mr. Brown. Mr. Brown presented the Purchase Sale Agreement, Addendum to Temporary Construction Easement – Front Beach Road, and Temporary Construction Easement – Powell Adams Road to the Board.

On a Motion by Mr. Tilley Sr., seconded by Mr. Bakun, with all in favor, the Board of Supervisors approved Purchase and Sell Agreement, Addendum to Temporary Construction Easement – Front Beach Road, and Temporary Construction Easement – Powell Adams Road, as presented, for Pier Park Community Development District.

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FIFTH ORDER OF BUSINESS

Consideration of Audit Response

Ms. O'Mera turned the presentation over to Mr. Brown. Mr. Brown presented the audit disclosure letter and asked the Board if they had any questions. There were no questions.

On a Motion by Mr. Bakun, seconded by Mr. Tilley Jr., with all in favor, the Board approved Kutak Rock Audit Disclosure Letter, for Pier Park Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1. Ratification of Final Subordinated Note Waiver

Mr. Brown explained that the waiver is related to the close out of the District's Subordinated notes to St. Joe at the end of the period under the Public Improvement Partnership Agreement (PIPA). With the past fiscal year being the end of that period, District Management

82 performed an analysis of what the District had on hand at the end of
83 the Fiscal Year, accounting for the other expenses that those funds
84 have to be used for, confirming with the City and St. Joe. All parties
85 were in agreement with the analysis, and the waiver reflects that
86 amount as the final payment. As a part of the waiver, St. Joe is
87 acknowledging that the final payment satisfies the District's
88 obligations under the PIPA with respect to the Subordinated Notes.
89 Mr. Brown asked the Board if they had any questions to address.
90 There were none.
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On a Motion by Mr. Tilley Sr., seconded by Ms. Leonard, with all in favor, the Board of Supervisors ratified the action of District Staff and Chairman in preparing, finalizing, and executing the Waiver, for the Pier Park Community Development District.

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93 **B. District Engineer**
94 No report.
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96 **C. District Manager**
97 Ms. O'Mera advised the Board of the upcoming meeting schedule and
98 Budget approval timelines. General discussion ensued.
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On a Motion by Mr. Bakun, seconded by Mr. Tilley Jr., with all in favor, the Board of Supervisors authorized the Chairman to work with Staff and coordinate with the City on the budget processes, for Pier Park Community Development District.

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103 **SEVENTH ORDER OF BUSINESS** **Supervisor Requests**
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105 Mr. Bakun discussed the District's Series 2014 Bonds placed with Trustmark Bank and
106 the 2026 Put Option approaching. General discussion ensued. The Board and staff will
107 remain attentive to the milestone to secure favorable rates.
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EIGHTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Tilley Sr., seconded by Mr. Tilley Jr., with all in favor, the Board of Supervisors adjourned the meeting at 2:24 p.m., for Pier Park Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.PIERPARKCDD.ORG

Operation and Maintenance Expenditures For Board Approval July 2022

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

The total items being presented: **\$30,458.08**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|----------------------------|---------------------|-----------------------|-------------------------------------|----------------------------|
| City of Panama City Beach | 2022072622-1 | COPB Summary 07/22 | Utility Summary 07/22 | \$ 2,153.94 |
| Dumpster Services LLC | 004246 | 7654 | Street & Parking Lot Sweeping 06/22 | \$ 885.60 |
| Kutak Rock LLP | 004245 | 3066371 | Legal Services 05/22 | \$ 4,095.50 |
| Rizzetta & Company, Inc. | 004247 | INV0000069331 | District Management Fees 07/22 | \$ 5,504.67 |
| Rizzetta & Company, Inc. | 004251 | INV0000069948 | Mass Mailing 07/22 | \$ 338.13 |
| Rotolo Consultants, Inc. | 004250 | SM39940 | Landscape Maintenance 07/22 | \$ 12,321.93 |
| Simon Property Group, Inc. | 004248 | 201152 | Management Fee 06/22 | \$ 950.66 |
| The Lake Doctors, Inc. | 004252 | 668757 | Monthly Lake Maintenance 07/22 | \$ 431.90 |
| U.S. Bank | 004253 | 6572353 | CDD 21/22 | \$ 3,555.75 |
| VGlobaltech | 004249 | 4067 | Web Design ADA Compliance 07/22 | <u>\$ 220.00</u> |
| Report Total | | | | <u>\$ 30,458.08</u> |

Pier Park 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 For Board Approval August 2022

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

The total items being presented: **\$1,980.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---------------------------|---------------------|------------------------------------|----------------------------|---------------------------|
| City of Panama City Beach | EFT | Utility Summary 08/22 Autopay | Utility Summary 08/22 | \$ 1,483.07 |
| City of Panama City Beach | EFT | Utility Summary 08/22 Autopay-B | Utility Summary 08/22 | \$ <u>497.83</u> |
| Report Total | | | | \$ <u>1,980.90</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval September 2022

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

The total items being presented: **\$65,373.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|------------------------------|---------------------|-------------------------------------|--|-----------------------|
| 118 Waste Pro - Panama City | 100002 | 1261045 | Waste Disposal Services 08/22 | \$ 210.77 |
| Christopher Von Tilley | 100008 | CTS052622 | BOS052622 | \$ 200.00 |
| City of Panama City Beach | 9202022 | Utility Summary 09/22 AutoPay | Utility Services 09/22 | \$ 1,147.34 |
| City of Panama City Beach | 9202022 | Utility Summary 09/22- B AutoPay | Utility Summary 09/22 | \$ 548.65 |
| Dumpster Services, LLC | 100009 | 7855 | Street & Parking Lot Sweeping 07/22 | \$ 1,023.36 |
| Dumpster Services, LLC | 100003 | 7855-OTLR | Street & Parking Lot Sweeping 07/22 | \$ 944.64 |
| Dumpster Services, LLC | 100013 | 8000 | Street & Parking Lot Sweeping 08/22 | \$ 927.42 |
| Dumpster Services, LLC | 100006 | 8000-B | Street & Parking Lot Sweeping 08/22 | \$ 856.08 |
| Egis Insurance Advisors, LLC | 100014 | 16567 | General Liability/Property/POL Liability Insurance FY 22/23 | \$ 19,899.00 |
| Rizzetta & Company, Inc. | 100001 | INV0000071166 | Administrative Services 09/22 | \$ 950.16 |
| Rizzetta & Company, Inc. | 100006 | INV0000071166A | Administrative Services 09/22 | \$ 5,502.59 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|----------------------------|---------------------|-----------------------|--------------------------------|-----------------------|
| Rotolo Consultants, Inc. | 100010 | 0522145-PP2 | Flush Line 06/22 | \$ 334.47 |
| Rotolo Consultants, Inc. | 100010 | 0522145-PP3 | Landscape Maintenance 05/22 | \$ 1,753.24 |
| Rotolo Consultants, Inc. | 100010 | 0722145-PP1 | Trash Removal 07/22 | \$ 660.00 |
| Rotolo Consultants, Inc. | 100010 | SM40711 | Landscape Maintenance 08/22 | \$ 15,016.98 |
| Simon Property Group, Inc. | 100004 | 201155A | Management Services 08/22 | \$ 2,160.14 |
| TEK Distributors, Inc. | 100005 | 4100016 | Janitorial Supplies 07/22 | \$ 2,050.40 |
| TEK Distributors, Inc. | 100005 | 410883 | Janitorial Supplies 08/22 | \$ 2,383.58 |
| TEK Distributors, Inc. | 100005 | 410967 | Janitorial Supplies 08/22 | \$ 269.60 |
| TEK Distributors, Inc. | 100005 | 411299 | Janitorial Supplies 08/22 | \$ 134.80 |
| The Lake Doctors, Inc. | 100015 | 25632B | Monthly Lake Maintenance 09/22 | \$ 453.60 |
| The Lake Doctors, Inc. | 100007 | 25632B-B | Monthly Lake Maintenance 09/22 | \$ 194.40 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|---------------------|-----------------------|----------------------------|----------------------------|
| The Ledger / News Chief/ CA Florida Holdings, LLC | 100007 | 4770785 | Legal Adveristing 07/22 | \$ 1,453.24 |
| The Ledger / News Chief/ CA Florida Holdings, LLC | 100016 | 4847058 | Legal Advertising 08/22 | \$ 136.34 |
| Universal Building, LLC | 100011 | 13035351 | Janitorial Services 07/22 | \$ 5,942.71 |
| VGlobal Tech | 100012 | 4220 | Website Maintenance 09/22 | \$ <u>220.00</u> |
| Report Total | | | | \$ <u>65,373.51</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval October 2022

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

The total items being presented: **\$36,524.37**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---|---------------------|-------------------------------------|--|-----------------------|
| Berger, Toombs, Elam, Gaines & Frank CPA | 100020 | 358987 | Audit Financial Statements 06/22 | \$ 4,400.00 |
| City of Panama City Beach | 10242022 | Utility Summary 10/22- B Autopay | Utility Services 10/22 | \$ 505.83 |
| City of Panama City Beach | 10242022 | Utility Summary 10/22 Autopay | Utility Summary 10/22 | \$ 1,057.80 |
| McNeil Carroll Engineering Inc. | 100018 | 1050.01/03 | Engineering Services 08/22 | \$ 2,500.00 |
| Pier Park CDD | 100024 | 103122 Pier | Series 2014 DS Payment | \$ 2,119.55 |
| Rizzetta & Company, Inc. | 100021 | INV0000071907 | Assessment Roll Annual | \$ 5,000.00 |
| Suggs Plumbing | 100008 | 197383 | Urinal Maintenance 05/22 | \$ 155.00 |
| Suggs Plumbing | 100008 | 197391 | Urinal Repairs 05/22 | \$ 125.00 |
| Suggs Plumbing | 100008 | 197433 | Install Shut off Valves for Restroom 06/22 | \$ 477.00 |
| Suggs Plumbing | 100019 | 197467 | Repair Urinal 08/22 | \$ 166.00 |
| Suggs Plumbing | 100019 | 197472 | Repair Urinal 08/22 | \$ 151.00 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|------------------------------|---------------------|-----------------------|-------------------------------|----------------------------|
| The Fresh Coat Paint Co. | 100022 | 3115 | Pressure Wash Sidewalks 08/22 | \$ 1,215.00 |
| Universal Building, LLC | 100009 | 13188380 | Janitorial Services 08/22 | \$ 5,942.71 |
| Universal Building, LLC | 100009 | 13294943 | Janitorial Services 09/22 | \$ 5,942.71 |
| Waste Pro USA - Jacksonville | 100023 | 024293/0001268307 | Waste Disposal Services 09/22 | \$ 266.77 |
| Wislar Construction | 100017 | 3453 | Repair Entrance Pavers 08/22 | <u>\$ 6,500.00</u> |
| Report Total | | | | <u>\$ 36,524.37</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval November 2022

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

The total items being presented: **\$60,619.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---|---------------------|--------------------------------|-------------------------------------|-----------------------|
| City of Panama City Beach | 100013 | CH20221116-B | ABP Sidewalk Repairs 09/22 | \$ 25,246.98 |
| | | Utility Summary 11/22 | | |
| City of Panama City Beach | 11182022 | Autopay | Utility Services 11/22 | \$ 736.15 |
| | | Utility Summary 11/22- | | |
| City of Panama City Beach | 11182022 | B Autopay | Utility Services 11/22 | \$ 352.03 |
| Dumpster Services, LLC | 100033 | 8169 | Street & Parking Lot Sweeping 09/22 | \$ 968.63 |
| Dumpster Services, LLC | 100010 | 8169-B | Street & Parking Lot Sweeping 09/22 | \$ 880.63 |
| Florida Department of Economic Opportunity | 100025 | 86358 | Special District Fee FY 22/23 | \$ 175.00 |
| Florida Power & Light Company | 100035 | Monthly Summary 08/22 370 | Electric Services 08/22 | \$ 772.54 |
| Florida Power & Light Company | 100014 | Monthly Summary-B 08/22 370 | Electric Services 08/22 | \$ 1,578.77 |
| Florida Power & Light Company | 100035 | Monthly Summary 09/22 370 | Electric Services 09/22 | \$ 785.33 |
| Florida Power & Light Company | 100014 | Monthly Summary-B 09/22 370 | Electric Services 09/22 | \$ 1,515.22 |
| Florida Power & Light Company | 100035 | Monthly Summary 10/22 370 | Electric Services 10/22 | \$ 799.73 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|-------------------------------|---------------------|----------------------------|--------------------------------|-----------------------|
| Florida Power & Light Company | 100014 | Monthly Summary-B 10/22 | Electric Services 10/22 | \$ 1,552.67 |
| Rizzetta & Company, Inc. | 100026 | INV0000070150 | District Management Fees 08/22 | \$ 6,452.74 |
| Rizzetta & Company, Inc. | 100036 | INV0000071166 | Administrative Services 09/22 | \$ 950.16 |
| Rizzetta & Company, Inc. | Voided - 100001 | INV0000071166 | Administrative Services 09/22 | \$ (950.16) |
| Rizzetta & Company, Inc. | 100027 | INV0000071759 | District Management Fees 10/22 | \$ 6,452.75 |
| Rizzetta & Company, Inc. | 100028 | INV0000072595 | District Management Fees 11/22 | \$ 5,504.66 |
| Rizzetta & Company, Inc. | 100029 | INV0000072595-B | District Management Fees 11/22 | \$ 948.55 |
| Rotolo Consultants, Inc. | 100030 | 0822145-PPW | Broken Mainline 09/22 | \$ 475.30 |
| Simon Property Group, Inc. | 100031 | 201155 | Management Services 09/22 | \$ 3,110.80 |
| Simon Property Group, Inc. | 100031 | 201155-B | Management Services 09/22 | \$ 950.66 |
| The Lake Doctors, Inc. | 100034 | 43561B | Monthly Lake Maintenance 11/22 | \$ 453.60 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|------------------------------|---------------------|-----------------------|--------------------------------|----------------------------|
| The Lake Doctors, Inc. | 100011 | 43561B-B | Monthly Lake Maintenance 11/22 | \$ 194.40 |
| VGlobal Tech | 100032 | 4348 | Website Maintenance 10/22 | \$ 220.00 |
| VGlobal Tech | 100032 | 4426 | Website Maintenance 11/22 | \$ 220.00 |
| Waste Pro USA - Jacksonville | 100012 | 1279001 | Waste Disposal Services 10/22 | \$ <u>272.37</u> |
| Report Total | | | | \$ <u>60,619.51</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval December 2022

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

The total items being presented: **\$883,317.23**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|---------------------|---|---------------------------------------|-----------------------|
| The Ledger / News Chief/ CA Florida Holdings, LLC | 100049 | 5095659 | Legal Advertising 11/08/22 | \$ 126.39 |
| 118 Waste Pro - Panama City | 100054 | 024293-0001284748- do not pay- I will void | Waste Disposal Services 11/22 | \$ 273.08 |
| Chris Tilley II | 100039 | CT111422 | Board of Supervisors Meeting 11/14/22 | \$ 200.00 |
| Christopher Von Tilley | 100040 | CTS111422 | Board of Supervisors Meeting 11/14/22 | \$ 200.00 |
| City of Panama City Beach | 12192022 | Monthly Summary 12/22 | Water-Sewer Services 12/22 | \$ 865.37 |
| City of Panama City Beach | 12192022 | Monthly Summary 12/22-B | Water-Sewer Services 12/22 | \$ 413.81 |
| Dumpster Services, LLC | 100045 | 8321 | Street & Parking Lot Sweeping 10/22 | \$ 964.37 |
| Dumpster Services, LLC | 100019 | 8321-B | Street & Parking Lot Sweeping 10/22 | \$ 880.63 |
| Dumpster Services, LLC | 100044 | 8463 | Street & Parking Lot Sweeping 11/22 | \$ 996.51 |
| Dumpster Services, LLC | 100018 | 8463-B | Street & Parking Lot Sweeping 11/22 | \$ 909.99 |
| Florida Power & Light Company | 100037 | Monthly Summary 07/22 | Electric Services 07/22 | \$ 522.90 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|-----------------------------------|---------------------|------------------------------|---|-----------------------|
| Florida Power & Light Company | 100043 | Monthly Summary 11/22 370 | Electric Servicers 11/22 | \$ 762.28 |
| Florida Power & Light Company | 100017 | Monthly Summary 11/22-B | Electric Servicers 11/22 | \$ 1,376.89 |
| Florida Power & Light Company | 100015 | Monthly Summary-B 07/22 | Electric Services 07/22 | \$ 628.35 |
| Florida Select Tree Services, LLC | 100046 | INV-4172 | Oak Tree Removal 10/22 | \$ 8,550.00 |
| Kenneth D Goldberg | 100041 | KG111422 | Board of Supervisors Meeting 11/14/22 | \$ 200.00 |
| Lee Ann Leonard | 100042 | LL111422 | Board of Supervisors Meeting 11/14/22 | \$ 200.00 |
| Rizzetta & Company, Inc. | 100038 | INV0000073241 | District Management Services 12/22 | \$ 5,502.08 |
| Rizzetta & Company, Inc. | 100016 | INV0000073241-B | District Management Services 12/22 | \$ 950.66 |
| Rotolo Consultants, Inc. | 100055 | 0922145-PP1 | Repair Main Line Break 09/22 | \$ 500.00 |
| Rotolo Consultants, Inc. | 100055 | 0922145-PP2 | Remove & Install Plants in front of Target 09/22 | \$ 175.00 |
| Rotolo Consultants, Inc. | 100023 | 0922145-PP3 | Plant 5 Ornamental Grasses 09/22 | \$ 250.00 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---------------------------------------|---------------------|-----------------------|-----------------------------|-----------------------|
| Rotolo Consultants, Inc. | 100056 | SM41533 | Landscape Maintenance 09/22 | \$ 12,321.92 |
| Rotolo Consultants, Inc. | 100024 | SM41533-B | Landscape Maintenance 09/22 | \$ 2,695.06 |
| Rotolo Consultants, Inc. | 100056 | SM42328 | Landscape Maintenance 10/22 | \$ 8,785.59 |
| Rotolo Consultants, Inc. | 100024 | SM42328-B | Landscape Maintenance 10/22 | \$ 6,231.33 |
| Rotolo Consultants, Inc. | 100056 | SM43187 | Landscape Maintenance 11/22 | \$ 8,784.94 |
| Rotolo Consultants, Inc. | 100024 | SM43187-B | Landscape Maintenance 11/22 | \$ 6,232.04 |
| Rotolo Corp. | 100057 | SM44041 | Landscape Maintenance 12/22 | \$ 8,784.94 |
| Rotolo Corp. | 100025 | SM44041-B | Landscape Maintenance 12/22 | \$ 6,232.04 |
| Ryerson's Electrical Service, Inc. | 100047 | 8134 | Electrician Services 11/22 | \$ 325.00 |
| Simon Property Group, Inc. | 100048 | 201156 | Management Services 10/22 | \$ 950.66 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|----------------------------|---------------------|---|---|-----------------------|
| Simon Property Group, Inc. | 100020 | 201156-B | Management Services 10/22 | \$ 2,160.14 |
| TEK Distributors, Inc. | 100021 | 411946-B | Janitorial Supplies 09/22 | \$ 2,171.23 |
| The Lake Doctors, Inc. | 100058 | 18079B | Monthly Lake Maintenance 11/22 | \$ 453.60 |
| The Lake Doctors, Inc. | 100026 | 18079B-B | Monthly Lake Maintenance 11/22 | \$ 194.40 |
| The Lake Doctors, Inc. | 100058 | 37228B | Monthly Lake Maintenance 10/22 | \$ 453.62 |
| The Lake Doctors, Inc. | 100026 | 37228B-B | Monthly Lake Maintenance 10/22 | \$ 194.38 |
| The Lake Doctors, Inc. | 100058 | 58078B | Lake Maintenance 12/22 | \$ 453.60 |
| The Lake Doctors, Inc. | 100026 | 58078B-B | Lake Maintenance 12/22 | \$ 194.40 |
| The St. Joe Company | 100053 | Debt Services Bridge Funding Reimbursement 12 | Debt Services Bridge Funding Reimbursement 12/22 | \$ 2,119.55 |
| The St. Joe Company | 100022 | Final Promissory Note Payment 12/22 | Final Promissory Note Payment 12/22 | \$ 775,910.48 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---------------------|---------------------|---|--|-----------------------------|
| The St. Joe Company | 100052 | O & M Bridge Funding Reimbursement 12/22 | O & M Bridge Funding Reimbursement 12/22 | \$ 12,000.00 |
| VGlobal Tech | 100050 | 4509 | Website Maintenance 12/22 | \$ 220.00 |
| Report Total | | | | <u>\$ 883,317.23</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.PIERPARKCDD.ORG

Operation and Maintenance Expenditures For Board Approval January 2023

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

The total items being presented: **\$63,761.19**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--------------------------------------|---------------------|--|-------------------------------------|-----------------------|
| City of Panama City Beach | EFT | Monthly Summary 01/23 | Water-Sewer Services 01/23 | \$ 850.02 |
| City of Panama City Beach | EFT | Monthly Summary 01/23-B | Water-Sewer Services 01/23 | \$ 406.47 |
| Dumpster Services, LLC | 100067 | 8463 | Street & Parking Lot Sweeping 11/22 | \$ 996.51 |
| Florida Power & Light Company | 100061 | Monthly Summary 12/22, | Electric Servicers 12/22 | \$ 817.95 |
| Florida Power & Light Company | 100061 | Monthly Summary 12/22-B | Electric Servicers 12/22 | \$ 1,579.07 |
| Florida Select Tree Services, LLC | 100068 | INV-4238 | Tree Trimming 12/22 | \$ 7,500.00 |
| Kutak Rock, LLP | 100063 | 3106196 | Legal Services 07/22 | \$ 4,302.50 |
| Kutak Rock, LLP | 100063 | 3109585 | Legal Services 08/22 | \$ 3,345.00 |
| Kutak Rock, LLP | 100063 | 3125636 | Legal Services 09/22 | \$ 2,707.50 |
| Kutak Rock, LLP | 100063 | 3140358 | Legal Services 10/22 | \$ 3,727.50 |
| Kutak Rock, LLP | 100063 | 3155672 | Legal Services 11/22 | \$ 2,805.00 |
| Pier Park LLC | 100062 | Debt Service Bridge Funding Reimb 12/22 | | \$ 8,478.21 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|----------------------------|---------------------|-----------------------|---|-----------------------|
| Rizzetta & Company, Inc. | 100059 | INV0000074679 | District Management Fees 01/23 | \$ 5,502.08 |
| Rizzetta & Company, Inc. | 100060 | INV0000074679-B | District Management Fees 01/23 | \$ 950.66 |
| Rotolo Consultants, Inc. | 100075 | 0722145-PP2 | Trash Removal 08/22 | \$ 660.00 |
| Rotolo Consultants, Inc. | 100075 | SM44614 | Landscape Maintenance 01/23 | \$ 8,785.65 |
| Rotolo Corp. | Voided - 100028 | SM44041-B | Landscape Maintenance 12/22 | \$ (6,232.04) |
| Rotolo Corp. | Voided - 100073 | SM44041 | Landscape Maintenance 12/22 | \$ (8,784.94) |
| Simon Property Group, Inc. | 100064 | 201157 | Management Services 11/22 | \$ 950.66 |
| Simon Property Group, Inc. | 100064 | 201157-B | Management Services 11/22 | \$ 2,160.14 |
| Simon Property Group, Inc. | 100064 | 201158 | Management Services 12/22 | \$ 950.66 |
| Simon Property Group, Inc. | 100064 | 201158-B | Management Services 12/22 | \$ 2,160.14 |
| Suggs Plumbing | 100076 | 197558 | Install 30 gallon Lowboy Water Heater 12/22 | \$ 1,600.00 |
| TEK Distributors, Inc. | 100065 | 411946 | Janitorial Supplies 09/22 | \$ 2,171.23 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|-------------------------|---------------------|-----------------------|-------------------------------|----------------------------|
| TEK Distributors, Inc. | 100065 | 412874 | Janitorial Supplies 10/22 | \$ 2,272.36 |
| TEK Distributors, Inc. | 100065 | 412891 | Janitorial Supplies 10/22 | \$ 49.93 |
| The Lake Doctors, Inc. | 100071 | 64428B | Lake Maintenance 01/23 | \$ 648.00 |
| Universal Building, LLC | 100066 | 13562891 | Janitorial Services 11/22 | \$ 5,942.71 |
| Universal Building, LLC | 100069 | 13684270 | Janitorial Services 12/22 | \$ 5,942.71 |
| VGlobal Tech | 100072 | 4631 | Website Maintenance 01/23 | \$ 220.00 |
| Waste Pro - Panama City | 100077 | 024293/0001292834 | Waste Disposal Services 01/23 | \$ 295.51 |
| Report Total | | | | <u>\$ 63,761.19</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval February 2023

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$61,124.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---|---------------------|--|-------------------------------------|-----------------------|
| City of Panama City Beach | EFT | Monthly Summary 02/23 Autopay 370 | Water-Sewer Services 02/23 | \$ 724.99 |
| City of Panama City Beach | EFT | Monthly Summary 02/23-B Autopay 370 | Water-Sewer Services 02/23 | \$ 346.69 |
| City of Panama City Beach Park & Rec | 100088 | ABP23-01 | Tree Trimming 10/22 | \$ 3,200.00 |
| Dumpster Services, LLC | 100029 | 8607-B | Street & Parking Lot Sweeping 01/23 | \$ 909.99 |
| Dumpster Services, LLC | 100083 | 8736 | Street & Parking Lot Sweeping 02/23 | \$ 991.38 |
| Dumpster Services, LLC | 100031 | 8736-B | Street & Parking Lot Sweeping 02/23 | \$ 915.12 |
| Kutak Rock, LLP | 100079 | 3168680 | Legal Services 12/22 | \$ 1,328.07 |
| Rizzetta & Company, Inc. | 100078 | INV0000075314 | District Management Fees 02/23 | \$ 5,502.08 |
| Rizzetta & Company, Inc. | 100028 | INV0000075314-B | District Management Fees 02/23 | \$ 950.66 |
| Rotolo Consultants, Inc. | 100080 | SM44041 | Landscape Maintenance 12/22 | \$ 8,784.94 |
| Rotolo Consultants, Inc. | 100032 | SM44041-B | Landscape Maintenance 12/22 | \$ 6,232.04 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--------------------------|---------------------|-----------------------|-------------------------------|----------------------------|
| Rotolo Consultants, Inc. | 100030 | SM44614-B | Landscape Maintenance 01/23 | \$ 6,231.33 |
| Rotolo Consultants, Inc. | 100086 | SM46233 | Landscaping Services 02/23 | \$ 8,784.92 |
| Rotolo Consultants, Inc. | 100032 | SM46233-B | Landscaping Services 02/23 | \$ 6,232.06 |
| TEK Distributors, Inc. | 100081 | 414720 | Janitorial Supplies 12/22 | \$ 1,043.76 |
| TEK Distributors, Inc. | 100084 | 415383 | Janitorial Supplies 01/23 | \$ 1,844.10 |
| The Lake Doctors, Inc. | 100089 | 69457B | Lake Maintenance 01/23 | \$ 453.60 |
| The Lake Doctors, Inc. | 100033 | 69457B-B | Lake Maintenance 01/23 | \$ 194.40 |
| Universal Building, LLC | 100082 | 13805799 | Janitorial Services 01/23 | \$ 5,942.71 |
| VGlobal Tech | 100087 | 4708 | Website Maintenance 02/23 | \$ 220.00 |
| Waste Pro - Panama City | 100085 | 1304113 | Waste Disposal Services 01/23 | <u>\$ 291.41</u> |
| Report Total | | | | <u>\$ 61,124.25</u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval March 2023

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

The total items being presented: **\$29,150.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|----------------------------------|---------------------|--|--------------------------------|-----------------------|
| City of Panama City Beach | EFT | Monthly Summary 03/23 Autopay 370 | Water-Sewer Services 03/23 | \$ 622.52 |
| City of Panama City Beach | EFT | Monthly Summary B 03/23 Autopay 370 | Water-Sewer Services 03/23 | \$ 297.69 |
| Florida Power & Light Company | 100036 | Monthly Summary - B 01/23 Autopay 370 | Electric Services 01/23 | \$ 1,847.03 |
| Florida Power & Light Company | 100091 | Monthly Summary 01/23 Autopay 370 | Electric Services 01/23 | \$ 1,130.38 |
| Florida Power & Light Company | 100091 | Monthly Summary 02/23 Autopay 370 | Electric Services 02/23 | \$ 860.88 |
| Florida Power & Light Company | 100035 | Monthly Summary 02/23-B Autopay 370 | Electric Services 02/23 | \$ 1,621.32 |
| Rizzetta & Company, Inc. | 100090 | INV0000078027 | District Management Fees 03/23 | \$ 5,502.08 |
| Rizzetta & Company, Inc. | 100034 | INV0000078027-B | District Management Fees 03/23 | \$ 950.66 |
| Rotolo Consultants, Inc. | 100095 | SM47152 | Landscape Maintenance 03/23 | \$ 8,784.93 |
| Rotolo Consultants, Inc. | 100037 | SM47152-B | Landscape Maintenance 03/23 | \$ 6,232.04 |
| The Lake Doctors, Inc. | 100096 | 77546B | Aquatic Maintenance 03/23 | \$ 453.60 |
| The Lake Doctors, Inc. | 100038 | 77546B-B | Aquatic Maintenance 03/23 | \$ 194.40 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|---------------------|-----------------------|---|-----------------------------------|
| The Ledger / News Chief/ CA Florida Holdings, LLC | 100094 | 5358089 | Account #523224 Legal Advertising 02/23 | \$ 141.34 |
| VGlobal Tech | 100092 | 4792 | Website Maintenance 03/23 | \$ 220.00 |
| Waste Pro - Panama City | 100093 | 1310078 | Waste Disposal Services 03/23 | <u>\$ 291.41</u> |
| Report Total | | | | <u><u>\$ 29,150.28</u></u> |

Pier Park Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operation and Maintenance Expenditures For Board Approval April 2023

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

The total items being presented: **\$29,860.49**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--------------------------|---------------------|-----------------------|---------------------------------------|-----------------------|
| Chris Tilley II | 100101 | CTJ032823 | Board of Supervisors Meeting 03/28/23 | \$ 200.00 |
| Christopher Von Tilley | 100102 | CTS032823 | Board of Supervisors Meeting 03/28/23 | \$ 200.00 |
| Coastal Electric PC LLC | 100043 | 1764 | Electrical Services 02/23 | \$ 2,823.56 |
| Dumpster Services, LLC | 100099 | 8869 | Street & Parking Lot Sweeping 02/23 | \$ 926.21 |
| Dumpster Services, LLC | 100041 | 8869-B | Street & Parking Lot Sweeping 02/23 | \$ 845.79 |
| Dumpster Services, LLC | 100103 | 9048 | Street Sweeping Services 03/23 | \$ 991.38 |
| Dumpster Services, LLC | 100044 | 9048-B | Street Sweeping Services 03/23 | \$ 915.12 |
| Lee Ann Leonard | 100104 | LAL032823 | Board of Supervisors Meeting 03/28/23 | \$ 200.00 |
| Rizzetta & Company, Inc. | 100097 | INV0000078841 | District Management Fees 04/23 | \$ 5,504.66 |
| Rizzetta & Company, Inc. | 100039 | INV0000078841-B | District Management Fees 04/23 | \$ 948.08 |
| Rotolo Consultants, Inc. | 100106 | SM47948 | Landscape Maintenance 04/23 | \$ 8,785.59 |
| Rotolo Consultants, Inc. | 100045 | SM47948-B | Landscape Maintenance 04/23 | \$ 6,231.33 |
| The Lake Doctors, Inc. | 100100 | 85088B | Aquatic Maintenance 04/23 | \$ 453.62 |

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|---------------------|-----------------------|-------------------------------|----------------------------|
| The Lake Doctors, Inc. | 100042 | 85088B-B | Aquatic Maintenance 04/23 | \$ 194.38 |
| The Ledger / News Chief/ CA Florida Holdings, LLC | 100105 | 5433225 | Legal Advertising 03/23 | \$ 136.34 |
| VGlobal Tech | 100098 | 4919 | Website Maintenance 04/23 | \$ 220.00 |
| Waste Pro - Panama City | 100040 | 1319241 | Waste Disposal Services 04/23 | <u>\$ 284.43</u> |
| Report Total | | | | <u>\$ 29,860.49</u> |

Tab 3

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PIER PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Pier Park 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 Panama City Beach, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIER PARK COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

| <u>Seat Number</u> | <u>Supervisor</u> | <u>Term Expiration Date</u> |
|--------------------|-------------------|-----------------------------|
| 1 | Chris Tilley Sr. | November 2023 |
| 2 | Chris Tilley Jr. | November 2023 |
| 3 | Kenneth Goldberg | November 2023 |
| 4 | Marek Bakun | November 2025 |
| 5 | Lee Ann Leonard | November 2025 |

This year, Seat 1, currently held by Chris Tilley Sr., Seat 2, currently held by Chris Tilley Jr., and Seat 3, currently held by Kenneth Goldberg are subject to election by landowners in November 2023. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on **November 7, 2023**, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 22, 2023 meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at office of the District Manager, Rizzetta & Company, Inc., located at 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407.

5. **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.

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

PASSED AND ADOPTED THIS 31st DAY OF MAY, 2023.

**PIER PARK COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE PIER PARK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Pier Park Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 172 acres, located between Back Beach Road and Front Beach Road, west of Powell Adams Road and east of Aaron Bessant Park in Bay County, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District’s Board of Supervisors (“**Board**,” and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 7, 2023
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. 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), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
PIER PARK COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 7, 2023**

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**PIER PARK COMMUNITY DEVELOPMENT DISTRICT
BAY COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 7, 2023**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Pier Park Community Development District to be held at _____, on November 7, 2023 at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

| <u>Parcel Description</u> | <u>Acreage</u> | <u>Authorized Votes</u> |
|---------------------------|----------------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
PIER PARK COMMUNITY DEVELOPMENT DISTRICT
BAY COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 7, 2023

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Pier Park Community Development District and described as follows:

| <u>Description</u> | <u>Acreage</u> |
|--------------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

| SEAT # | NAME OF CANDIDATE | NUMBER OF VOTES |
|--------|-------------------|-----------------|
| 1 | | |
| 2 | | |
| 3 | | |

Date: _____

Signed: _____

Printed Name: _____

Tab 4

PROJECT MANUAL

FOR

LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES

FOR

***PIER PARK
COMMUNITY DEVELOPMENT DISTRICT***

2023

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**REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:
PIER PARK COMMUNITY DEVELOPMENT DISTRICT**

**Notice of Special Meeting to Open Proposals
Panama City Beach, Florida**

Notice is hereby given that the Pier Park Community Development District (the “District”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual.

The Project Manual, including contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained beginning _____, _____, 2023, at _____ a/p.m. (EST), from Kim O’Mera, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 or by email at komera@rizzetta.com.

A mandatory, pre-proposal conference will be held on _____, _____, 2023, at _____ a/p.m. (EST) at _____.

Firms desiring to provide services for this project must submit one (1) original and five (5) hard copies of the proposal forms and one (1) electronic version, by no later than _____ a/p.m. (EST), on _____, _____, 2023, to Pier Park CDD, c/o Rizzetta & Company, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407, Attn: Kim O’Mera. Proposals shall be submitted in an opaque sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Ranking of proposals will be made according to the Evaluation Criteria contained within the Project Manual. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing only to (INSERT NAME), at _____ (ADDRESS) _____ or by electronic mail to (Insert name and email address) with carbon copies to Kim O’Mera at komera@rizzetta.com and Joseph A. Brown at Joseph.Brown@kutakrock.com

All proposals will be publicly opened at a meeting of the District to be held at _____ a/p.m., _____, 2023, at 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District’s will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 or by phone at (850) 334-9055.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (850) 334-9055, at least 48 hours before the meetings. 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), for aid in contacting the District Office.

Kim O'Mera, District Manager

**PIER PARK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance
Panama City Beach, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, _____, 2023, _____ a/p.m. (EST), at the office of Pier Park CDD, c/o Rizzetta & Company, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407, Attn: Kim O'Mera. Proposals will be publicly opened at that time.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to _____ or by electronic mail to _____ with carbon copies to Kim O'Mera at komera@rizzetta.com and Joseph A. Brown at Joseph.Brown@kutakrock.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual.

Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 7. SUBMISSION OF PROPOSAL. Submit one (1) original and five (5) hard copies of the proposal forms and one (1) electronic version, along with other requested attachments, at the time and place indicated above, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Pier Park Community Development District – Landscape and Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROJECT MANUAL. The Project Manual will be available beginning _____, _____, 2023, at _____ a/p.m. (EST), from Kim O’Mera, c/o Rizzetta & Company, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 or by email at komera@rizzetta.com.

SECTION 10. PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on _____, _____, 2023, at _____ a/p.m. (EST) at the _____. Also, Proposers are encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features that will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The Proposer, in accordance with the Project Manual, shall provide the quantities and unit costs for landscaping materials.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, request clarifications and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual. As part of the Contract negotiations with the District, the Proposer may be asked to provide a safety plan or its best practices policy regarding safety protocols for heavy traffic, school zones, and others.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in current position, and list years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and worker's compensation insurance, including employer liability.
- G. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the Proposal Forms, the Form of Contract, the scope of work, the Maintenance Map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory Pre-Proposal Conference at the **offices of the Pier Park Community Development District, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407, Attention: Kim O'Mera**. The notice of protest shall be accompanied by a protest bond in the amount of Fifteen Thousand Dollars (\$15,000.00) in accordance with District Rule of Procedure 3.11(1)(c). The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely submit the protest bond, or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Project Manual.

Any protest relating to a decision regarding a contract award or rejection of Proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision, and any such protests must be filed at the **offices of the Pier Park Community Development District, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407, Attention: Kim O'Mera**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely submit the protest bond, or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest regarding a contract award or rejection of Proposal(s). Any person who files a notice of protest regarding a contract award or rejection of Proposal(s) shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 5% of the anticipated total contract award (including the initial one-year term of the Contract and all renewal terms) that is the subject of the protest.

In the event a protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of Proposal preparation from the District, regardless of the outcome of any protest.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within this Project Manual.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel (20 points)

(E.g., geographic locations of the firm’s headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Experience (20 points)

(E.g., past record and experience of the respondent in similar projects; volume of work, area of coverage, previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, and reputation of respondent, etc.)

3. Understanding of Scope of Work (20 points)

Does the proposal demonstrate an understanding of the District’s needs for the services requested?

4. Price (40 total points)

Points available for price will be allocated as follows:

30 points will be awarded to the Proposer submitting the lowest total bid for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer’s proposal and the low proposal.

10 points are allocated for the reasonableness of unit prices and quantities.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this ____ day of _____, 2023 by _____ [company] whose business address is _____, telephone number is _____, and electronic mail address is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Pier Park Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Name of Organization

By: _____

This ___ day of _____, 2023

By: _____
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of _____)

County of _____)

The foregoing instrument was acknowledged before me ___ by means of physical presence or ___ online notarization this ___ day of _____, 2023, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

PRICE PROPOSAL FORM

FOR

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR THE

PIER PARK
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

PIER PARK
COMMUNITY DEVELOPMENT DISTRICT

Attn: Kim O'Mera
120 Richard Jackson Blvd., Suite 220
Panama City Beach, Florida 32407

on or before _____ a/p.m. EST, _____, 2023

TO: Pier Park Community Development District

FROM: _____
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Pier Park Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Proposer Name: _____

Basic Services

Total lump sum for all services covered in Request for Proposal:

| Proposed Lump Sum: | Monthly | Annual Total |
|--|----------------|---------------------|
| FY 2022-2023 (__/1/23-9/30/23) | _____ | _____ |
| FY 2023-2024 | _____ | _____ |
| FY 2024-2025 | _____ | _____ |
| FY 2025-2026 | _____ | _____ |

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

**PIER PARK
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Contractor

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CONTRACTOR QUALIFICATION STATEMENT

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SUPERVISORY PERSONNEL

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AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

FORM OF AGREEMENT

DETAILED SPECIFICATIONS / SCOPE OF SERVICES

PROPOSAL SUMMARIES BY LANDSCAPE AREA

PROPOSED UNIT PRICES

SERVICE AREA/MAINTENANCE MAP

**PIER PARK COMMUNITY DEVELOPMENT DISTRICT
CONTRACTOR QUALIFICATION STATEMENT**

DATE SUBMITTED: _____, 2023

1. Proposer: _____ /_/ A Partnership
 [Company Name] /_/ A Corporation
 /_/ A Subsidiary Corporation

2. Parent Company Name _____

3. Parent Company Address:
 Street Address _____

 P.O. Box (if any) _____

 City _____ State _____ Zip Code _____

 Telephone _____ Fax no. _____

 1st Contact Name _____ Title _____

 2nd Contact Name _____ Title _____

4. Proposer Company Address (if different):
 Street Address _____

 P. O. Box (if any) _____

 City _____ State _____ Zip Code _____

 Telephone _____ Fax no. _____

 1st Contact Name _____ Title _____

 2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would perform work for the Pier Park Community Development District:

 Street Address _____

 City _____ State _____ Zip Code _____

 Telephone _____ Fax No. _____

1st Contract Name _____ Title _____

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes () no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

o License No. _____ Expiration Date _____

o Qualifying individual _____ Title _____

o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Bay County? yes () no ()

7.3 Has the Proposer company performed work for a community development district previously? yes () no ()

7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2022)_____, (2021)_____, (2020)_____.

9. What are the Proposer's current insurance limits?

General Liability \$ _____
 Automobile Liability \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies) _____

_____ the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

| INDIVIDUAL'S NAME | PRESENT POSITION OR OFFICE | MAGNITUDE AND TYPE OF WORK | YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE | YEARS WITH FIRM | IN WHAT CAPACITY? |
|-------------------|----------------------------|----------------------------|---|-----------------|-------------------|
| | | | | | |
| | | | | | |
| | | | | | |

13. Has the Proposer ever failed to complete any work awarded to it or for which it was under contract to perform? Yes _____ No _____ If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract? Yes _____ No _____ If so, state name of individual, other organization and reason therefore. _____

15. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none." _____

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? _____ If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

18. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Pier Park Community Development District? Yes _____ No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Pier Park Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Pier Park Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This ____ day of _____, 2023.

(Corporate Seal)

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2023, by _____
_____ of the _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

CORPORATE OFFICERS

Company Name _____

Date

Provide the following information for Officers of the Proposer and parent company, if any.

| NAME FOR PROPOSER | POSITION OR TITLE | CORPORATE RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|-------------------|----------------------------|------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| FOR PARENT COMPANY (if applicable) | | | |
| | | | |
| | | | |
| | | | |

SUPERVISORY PERSONNEL

Company Name _____

Date _____

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

| INDIVIDUAL'S NAME | PRESENT TITLE | DESCRIPTION OF DIRECT JOB RESPONSIBILITIES | YEARS OF EXPERIENCE IN PRESENT POSITION | TOTAL YEARS OF RELATED EXPERIENCE |
|-------------------|---------------|---|--|---|
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**COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)**

Company Name _____

Date _____

| QUANTITY | DESCRIPTION | CAPACITY | NO. LOCATED IN | |
|----------|-------------|----------|----------------|-------|
| | | | FLORIDA | OTHER |
| | | | | |
| | | | | |
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STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

| Owner, Location and Description of Project | Current Contract Amount as Prime | Current Contract Amount as Subcontractor | Current Amount Sublet to Others | Proposer's Uncompleted Amount as of this Date | | Completion Date | | |
|--|----------------------------------|--|---------------------------------|---|------------------|------------------------|-----------------------|-----------------------|
| | | | | As Prime Contractor | As Subcontractor | Original Contract Date | Approved Revised Date | Current Estimate Date |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
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| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| | \$ | \$ | \$ | \$ | \$ | | | |
| Subtotal Uncompleted Work | | | | \$ | \$ | | | |
| Total Uncompleted Work on Hand | | | | \$ | | | | |

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name _____

Date _____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

| Project Name/Location | Final Contract Amount | Prime or Sub ¹ | Classification of Work Performed | Year Started/ Completed | Owner Name/Location ² | Name & Phone Number of Owner's Representative on this Project ³ |
|-----------------------|-----------------------|---------------------------|----------------------------------|-------------------------|----------------------------------|--|
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¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2023, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to and subscribed before me this _____ day of _____, 2023, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(CORPORATE SEAL)

(Officer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2023, by _____
_____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Pier Park Community Development District.
2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another

person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

(Name of individual signing)

Date: _____

STATE OF _____)
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this _____ day of _____ 2023.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

FORM OF AGREEMENT

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN PIER PARK COMMUNITY DEVELOPMENT DISTRICT
AND _____**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

PIER PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Panama City Beach, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

_____, whose address is _____
(the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the City Council of the City of Panama City Beach, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as **Exhibit A** and incorporated herein by reference (the “Price Quotation”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and attached Exhibits.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B** in the designated areas as shown in the maintenance map attached hereto as **Exhibit C**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Attached Exhibits are intended to clarify the Price Quotation and Scope of Services to be provided herein; to the extent that any other provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager and [redacted] to act as its representatives.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. 7

D. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services within one (1) week of any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. Contractor further understands and acknowledges that there are school children who may be traversing to and from school during regular school hours. Contractor shall use all due care to protect the safety school children who may be traversing to and from school, while Contractor is still on-site and performing the services herein, by being cognizant of their presence and prioritizing their safety.

5. COMPENSATION; TERM.

A. As compensation for services described in this Agreement, the District agrees to pay Contractor the following amounts:

i. _____ (____) monthly payments of _____ Dollars and _____ Cents (\$_____) for a total of _____ Dollars (\$_____) for the remainder of Fiscal Year 2022-2023;

ii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for an annual total of _____ Dollars (\$_____) for Fiscal Year 2023-2024; and

iii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for an annual total of _____ Dollars (\$_____) for Fiscal Year 2024-2025; and

iv. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for an annual total of _____ Dollars (\$_____) for Fiscal Year 2025-2026.

B. Work shall commence on _____, 2023, and end September 30, 2026, unless terminated earlier in accordance with Section 14 below.

C. If the District should desire to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The District shall prepare such addendum, addenda, or change order(s). Contractor shall not provide services to additional lands until such

agreement is evidenced in writing. Fees for maintenance of any additional lands shall be calculated based on the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor and agreed upon in writing.

D. If the District should desire additional work or services or Contractor has recommended repairs or additional work not within the scope of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a Work Authorization under this Agreement. Contractor shall not provide such additional services until such Work Authorization is evidenced and executed by both parties in writing. Fees for any additional services shall be calculated based on the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor and agreed upon in writing. The Contractor shall be responsible for preparing all Work Authorizations in the form attached hereto as **Exhibit D** and submitting to the District for consideration.

E. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

F. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the

following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Contractual Liability Insurance with limits of not less than \$2,000,000 for general aggregate and \$2,000,000 for bodily injury and property damage (combined each occurrence).

vi. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) with a limit not less than \$1,000,000.

B. The District, its staff, consultants, agents and supervisors, and Spire Hospitality, LLC, shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives and Spire Hospitality (each an "Indemnified Party" and collectively the "Indemnified Parties") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the Indemnified Parties, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify an Indemnified Party for the an Indemnified Party's percentage of fault if the Indemnified Party is adjudged

to be more than 50% at fault for any claims against the Indemnified Party and Contractor as jointly liable parties; however, Contractor shall indemnify the Indemnified Party for any and all percentage of fault attributable to Contractor for claims against the Indemnified Party, regardless whether the Indemnified Party is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued, all as incurred.

8. BACKGROUND CHECKS. The Contractor shall conduct background checks on any and all of its employees who will or may be providing landscape and irrigation maintenance services at the District. Contractor shall provide proof of same, if requested by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

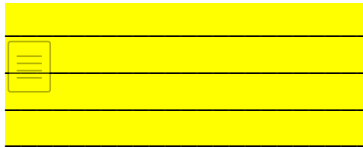
22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Pier Park Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: Kim O'Mera

with a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Joseph A. Brown

with a copy to:



B. If to the Contractor: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and

legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Bay County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kim O'Mera** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT (850) 334-9055,
KOMERA@RIZZETTA.COM, OR AT 120 RICHARD
JACKSON BLVD., SUITE 220, PANAMA CITY BEACH,
FLORIDA 32407.**

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**PIER PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

By: _____
Print Name: _____

By: _____
Its: _____

- Exhibit A:** Price Quotation
- Exhibit B:** Scope of Services
- Exhibit C:** Maintenance Area Map
- Exhibit D:** Form of Work Authorization

**EXHIBIT A
PRICE QUOTATION**

EXHIBIT B
SCOPE OF SERVICES

- I. Maintenance includes the following:
- a. Mowing of all St. Augustine areas one (1) time pre week from April 1 through September 30, three (3) times per month during the months of October and March, and once every other week from November 1 through February 28. The cut height will be set at approximately four (4) inches.
 - b. Edging of all sidewalks and curbs will be performed every time turf is mowed. Every other week October 1 through March 31. Pathways and bed lines will be edged every other week from April 1 through September 30, and one (1) time per month from October 1 through March 31.
 - c. Detailing of planted areas will be performed in a sectional manner. Detailing includes trimming, pruning, and shaping of shrubs, ornamentals and groundcover and removing tree suckers. Contractor reserves the right to use chemical weed treatment in planting areas when necessary. The entire property will be detailed at a frequency no less than one time per month.
 - d. Pruning of trees in parking areas and driveways will be maintained up to ten feet in height. Trees in walkways will be maintained up to seven feet in height.
 - e. Pruning of palm trees that are twelve feet and less will be done during the detailing rotation. Palm trimming includes the removal of browned fronds and seed pods.
 - f. Pruning of Ligustrum Trees less than ten feet in height will be done during detailing rotation.
 - g. Pruning of Crape Myrtles less than ten feet in height in the winter months will be done during the detailing rotation.
 - h. Sidewalks, walkways, and areas adjacent to turf will be blown off after each service.
 - i. Trash, fallen palm fronds and fallen branches (under two inches in caliper) will be disposed of during each service.
 - j. Palm trimming included one (1) time per year for all Palms under twenty feet.
 - k. Mulch to be installed two (2) times per year, totaling 800 cubic yards. Mulch type will be Pine Bark mini nuggets.
 - l. Annuals replaced six times a year, 4,020 each rotation, not to exceed 24,120 per year included in contract.
 - m. Irrigation semimonthly inspections included in contract.
 - n. Monthly inspections will be performed and delivered to District. Additionally, District can inspect and request corrective items to be handled within 72 hours.
 - o. Covering and preparing all plants that are prone to freezing when temperatures are expected to be below 32 degrees, including annuals, palms, and other vegetation that can be easily protected from the weather.
- II. Quarterly Fertilization of lawn, shrubs, trees, and palms to include the following:
- a. January/February – Fertilizer with micronutrients with 40% slow release. Apply

herbicide for broadleaf weeds.

- b. May/June – Fertilizer with micronutrients with approximately 50% slow release.
- c. August/September – Fertilizer with micronutrients with 40% slow release.
- d. November/December – Fertilizer with micronutrients and Nitrogen. Apply Atrazine weed control to turf areas as required.
- e. Monthly inspection and spot treatment of any problem areas found.

III. Pest Control of lawn and shrubs:

- a. Corrective treatment for chinch bug.
- b. Corrective treatment for mole crickets.
- c. Insecticide treatment for turf and shrubs.

IV. Semimonthly Irrigation Maintenance includes the following:

- a. Check of controller for correct date and time, proper voltage and programming for seasonal considerations and new plantings.
- b. Inspect each zone for leaks monthly, adjust flow control as needed on valves.
- c. Inspect all rotors and spray heads monthly, adjust spray patterns as needed. Clear clogged nozzles at this time.
- d. Inspect all valve boxes monthly for proper level, missing or broken covers and any damage.
- e. Repair or replace any damage caused by maintenance crew during normal services without cost to property.
- f. Contractor is not liable for damages for utility work, construction damage, lightning, pre-existing conditions, accidents or damages from overspray on hard surfaces, liability involving the installation of system, vandalism, or Acts of God.
- g. In addition to the foregoing semimonthly maintenance services, the irrigation motor/pump shall be inspected and repaired or replaced as needed on a quarterly basis.

V. The following items are NOT included, but when authorized, may be authorized by the District under a Work Authorization:

- a. Lawn and tree treatment for viral and bacterial diseases.
- b. Pruning of palm fronds, including Sabals, Washingtonians, and Queen palms twelve feet and higher from the ground and less than twenty feet.
- c. Pruning and limbing of larger trees, including palms and specialty trees.
- d. Additional annual installation.
- e. Additional mulch installation.
- f. Clean up of storm damage debris, fallen trees or excessive debris from trees.
- g. Fertilizer for potted plants, annuals, or trees in excess of twenty-five feet.
- h. Fungicide treatment.
- i. Chemical treatment for Crabgrass or Sedgegrass.
- j. Root disease.
- k. Inspection and/or monitoring of pumping station.
- l. Irrigation repairs.

- VI. Contractor shall have an on-site presence (to include a full-time landscape maintenance crew) year-round to perform tasks as per the Agreement specifications. All work efforts must be completed by end of day Friday for each week unless an exception is granted by the District's representative on an as needed basis or for inclement weather.

| | SERVICES PROVIDED | FREQUENCY OF SERVICE |
|----|-----------------------------------|----------------------|
| 1 | MOW | 40 |
| 2 | EDGING BEDLINES | 20 |
| 3 | EDGING OF HARD AREAS | 40 |
| 4 | STRING LINE TRIMMING | 40 |
| 5 | WEED CONTROL IN BEDDING AREAS | 40 |
| 6 | TREE PRUNING | 12 |
| 7 | SHRUB & GROUNDCOVER TRIMMING | 12 |
| 8 | IRRIGATION INSPECTION | 12 |
| 9 | INSECT INSPECTION | 12 |
| 10 | INSECT CONTROL | 3 |
| 11 | PALM TRIMMING | 1 |
| 12 | PLANT, TREE & PALM FERTILIZATION | 4 |
| 13 | TURF FERTILIZATION | 4 |
| 14 | TURF WEED CONTROL | 2 |
| 15 | MULCH INSTALLATION | 2 |
| 16 | ANNUAL INSTALLATION | 6 |
| 17 | GRAPE MYRTLE TRIMMING (under 10') | 1 |
| 18 | DEBRIS REMOVAL | 46 |

**EXHIBIT C
MAINTENANCE AREA MAP**

**EXHIBIT D
FORM OF WORK AUTHORIZATION**

**WORK AUTHORIZATION NO. ____
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, 202____, authorizes additional work in accordance with the *LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN PIER PARK COMMUNITY DEVELOPMENT DISTRICT AND _____*, dated _____, 2023 (“**Agreement**”), by and between:

PIER PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”); and

_____, a _____,
whose address is _____ (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments and Work Authorizations thereto, Contractor shall provide _____, as set forth in Contractor’s Proposal, dated _____, 202____, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”). Contractor may make changes to the scope of Additional Services without further written authorization from the District, to the extent that such changes are communicated to Contractor by the District’s representative and do not increase the price of the Additional Services.

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be in the amount of _____ **Dollars (\$_____)** and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform

the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**PIER PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

a _____

Witness

By: _____
Its: _____

Exhibit A: Scope of Additional Services

Tab 5



The Lake Doctors, Inc.
Aquatic Management Services

Water Management Agreement

PG/709713

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: August 1, 2023

PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **twenty-four (24) months** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Seven (7) storm water holding ponds associated with Pier Park CDD, Panama City Beach, Fl.

Includes twelve (12) inspections and treatments as necessary for vegetation management. May include in water cleaning and adjustment of aeration equipment and/or fountains(s).

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

| | | | |
|----|---|----|-------------------------|
| 1. | Vegetation management – 12 visits | \$ | 668.00 per month |
| | A. Underwater and floating vegetation control | \$ | INCLUDED |
| | B. Shoreline grass and brush control | \$ | INCLUDED |
| 2. | Monthly written service reports | \$ | INCLUDED |
| 3. | Monthly pond dye application | \$ | NA |
| 4. | Monthly Biologicals for nutrient and organics remediation – Note: these specialized applications utilize aerobic bacteria therefore are more effective with properly sized aeration systems. Please consult The Lake Doctors for aeration if you do not already have in place. | \$ | NA |
| | Total of Services Accepted | \$ | 668.00 per month |

The above sum-total shall be due and payable in monthly installments of **\$668.00/month**, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before August 1, 2023.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed _____
Pasco Gibson

Signed _____ Dated _____

Pasco Gibson, Sales Manager

Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 12) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 13) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 14) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 15) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 16) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.

Tab 6

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PIER PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Pier Park Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PIER PARK COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2023

HOUR: _____ a./p.m.

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 31st DAY OF May, 2023.

ATTEST:

**PIER PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A
Fiscal Year 2023/2024 Proposed Budget

Tab 7



**Supervisor of Elections
Mark Andersen
Bay County**

830 W. 11th Street
Panama City, FL 32401

Phone: 850-784-6100
Cell: 850-819-6933
Fax: 850-784-6141
baysuper@bayvotes.org
www.bayvotes.org



April 19, 2023

Kim O'Mera
Via Email: komera@rizzetta.com

Dear Ms. O'Mera:

As of April 15, 2023 there are zero registered voters residing in the Pier Park Community Development District.

If you have any questions or concerns, please contact my office.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mark Andersen".

Mark Andersen
Supervisor of Elections, Bay County