



Rizzetta & Company

Pier Park Community Development District

Board of Supervisors' Meeting September 27, 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 (850) 334-9055. 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

September 20, 2023

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

REVISED AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Pier Park Community Development District will be held on **Wednesday, September 27, 2023, at 11:00 a.m. (Central Time)** at the City of Panama City Beach City Hall, located at 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 July 31, 2023 Tab 1
 - B. Acceptance of the Minutes of the Audit Committee Meeting Held on July 31, 2023..... Tab 2
 - C. Ratification of Operation and Maintenance Expenditures From the General Fund for the Months of July 2023 – August 2023... Tab 3
 - D. Ratification of Operation and Maintenance Expenditures from OLTR Fund for the Months of July 2023 – August 2023..... Tab 4
- BUSINESS ITEMS**
 - A. Consideration of Recommendation of the Audit Committee
 - B. Acceptance of FY2023-2024 District Insurance Policies and Financing Agreement..... Tab 5
 - C. Presentation of Current District Maintenance Responsibilities..... (under separate cover)
 - D. Discussion and Consideration of Discussions with the City Regarding the Operation and Maintenance of Aaron Bessant Park and the Pier
 - E. Update Discussion Regarding Landscaping RFP
 - F. Acceptance of Addendum to Technology Services Agreement..... Tab 6
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Property Manager
 - D. District Manager
 1. Presentation of District Manager Report

5. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS
6. 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
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 regular meeting of the Board of Supervisors for Pier Park Community Development District was held on **Monday, July 31, 2023, at 10:00 a.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
Ken Goldberg	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
Richard Brown	Property Manager, Simon Malls

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 10:11 a.m. (CDT) and conducted roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There was no audience present.

45 **THIRD ORDER OF BUSINESS** **Consideration of the Minutes of the**
46 **Board of Supervisors Meeting held on**
47 **May 31, 2023**
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On a Motion by Mr. Bakun seconded by Mr. Tilley, with all in favor, the Board approved the minutes of the Board of Supervisors Meeting held on May 31, 2023, for Pier Park Community Development District.

49 **FOURTH ORDER OF BUSINESS** **Ratification of Operations and**
50 **Maintenance Expenditures from**
51 **General Fund for the Months**
52 **July 2022 – June 2023**
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Ms. O'Mera presented the Operation and Maintenance Expenditures from the General Fund for the period of July 2022 through June 2023.

Upon a Motion by Mr. Tilley, seconded by Mr. Tilley Jr., with all in favor, the Board ratified Operations and Maintenance Expenditures from the General Fund for July 2022 in the amount of \$30,458.08, August 2022 in the amount of \$5,045.57, September 2022 in the amount of \$46,656.09, October 2022 in the amount of \$28,361.52, November 2022 in the amount of \$27,628.68, December 2022 in the amount of \$73,298.77, January 2023 in the amount of \$44,303.89, February 2023 in the amount of \$34,149.88, March 2023 in the amount of \$17,715.73, April 2023 in the amount of \$18,125.80, May 2023 in the amount of \$28,971.70, and June 2023 in the amount of \$16,670.53, for Pier Park Community Development District.

58 **FIFTH ORDER OF BUSINESS** **Ratification of Operation and**
59 **Maintenance Expenditures from OLTR**
60 **Fund for the Months of**
61 **July 2022 – June 2023**
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Ms. O'Mera presented the Operation and Maintenance Expenditures from the OLTR Fund for the period of July 2022 through June 2023.

Upon a Motion by Mr. Goldberg, seconded by Mr. Tilley, with all in favor, the Board ratified the Operation and Maintenance Expenditures from the OLTR Fund for July 2022 in the amount of \$31,342.60, August 2022 in the amount of \$758,486.66, September 2022 in the amount of \$18,047.71, October 2022 in the amount of \$6,043.30, November 2022 in the amount of \$36,596.28, December 2022 in the amount of \$807,898.91, January 2023 in the amount of \$10,979.09, February 2023 in the amount of \$26,974.37, March 2023 in the amount of \$11,434.55, April 2023 in the amount of \$12,485.62, May 2023 in the amount of \$415,373.70, and June 2023 in the amount of \$33,373.13, for Pier Park Community Development District.

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SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03,
Re-Designating a Secretary**

Ms. O'Mera presented Resolution 2023-03, Re-Designating the Secretary from Bob Schleifer to Scott Brizendine.

On a Motion by Mr. Bakun, seconded by Mr. Goldberg, with all in favor, the Board adopted Resolution 2023-03, Re-Designating a Secretary, for Pier Park Community Development District.

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SEVENTH ORDER OF BUSINESS

**Consideration of Recommendation of
the Audit Committee**

Ms. O'Mera reiterated the recommendations of the Audit Review Committee including price, instructions, and advertising.

On a Motion by Mr. Bakun, seconded by Mr. Tilley, with all in favor, the Board accepted all the recommendations from the Audit Committee, for Pier Park Community Development District

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EIGHTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2023/2024 Budget**

On a Motion by Mr. Goldberg, seconded by Mr. Tilley, with all in favor, the Board opened the Public Hearing to consider the Adoption of the Fiscal Year 2023/2024 Budget, for Pier Park Community Development District.

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There being no audience present, there were no comments.

On a Motion by Mr. Goldberg, seconded by Mr. Tilley Jr., with all in favor, the Board closed the Public Hearing to consider the Adoption of the Fiscal Year 2023/2024 Budget, for Pier Park Community Development District.

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NINTH ORDER OF BUSINESS

Presentation of the Proposed Final Budget for Fiscal Year 2023/2024

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Ms. O'Mera presented the Proposed Final Budget for Fiscal Year 2023/2024. The Board had no questions or changes to the budget.

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TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-04, Adopting Final Budgets for Fiscal Year 2023/2024

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Ms. O'Mera presented Resolution 2023-04, Adopting Final Budgets for Fiscal Year 2023/2024 and asked the Board if they had any questions. A general discussion ensued amongst the Board on Budget.

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On a Motion by Mr. Tilley, seconded by Mr. Tilley Jr., with all in favor, the Board adopted Resolution 2023-04, Adopting Final Budgets for Fiscal Year 2023/2024, for Pier Park Community Development District.

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ELEVENTH ORDER OF BUSINESS

Public Hearing to Consider the Imposition of Operation and Maintenance Special Assessments

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On a Motion by Mr. Tilley, seconded by Mr. Goldberg, with all in favor, the Board opened the Public Hearing to consider the Imposition of Operation and Maintenance Special Assessments, for Pier Park Community Development District.

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There being no audience present, there were no comments.

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On a Motion by Mr. Bakun, seconded by Mr. Tilley Jr., with all in favor, the Board closed the Public Hearing to consider the Imposition of Operation and Maintenance Special Assessments, for Pier Park Community Development District.

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TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05,
Fiscal Year 2023/2024 Assessments,
Certifying an Assessment Roll**

Ms. O'Mera presented Resolution 2023-05, Fiscal Year 2023/2024 Assessments, Certifying an Assessment Roll to the Board, and asked if they had any questions. The Board had no questions.

On a Motion by Mr. Tilley Jr., seconded by Mr. Goldberg, with all in favor, the Board adopted Resolution 2023-05, Fiscal Year 2023/2024 Assessments, Certifying an Assessment Roll, for Pier Park Community Development District.

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THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-06,
Adopting a Meeting Schedule for
Fiscal Year 2023/2024**

Ms. O'Mera presented Resolution 2023-06, Adopting a Meeting Schedule for Fiscal Year 2023/2024 to the Board.

On a Motion by Mr. Tilley, seconded by Mr. Tilley Jr., with all in favor, the Board adopted Resolution 2023-06, Adopting a Meeting Schedule for Fiscal Year 2023/2024, for Pier Park Community Development District.

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FOURTEENTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2023-
2024 Bridge Funding Agreement**

Ms. O'Mera presented the Bridge Funding Agreement for Fiscal Year 2023-2024 to the Board and asked if they had any questions. General discussion on the timing of the Bridge Funding Agreement ensued amongst the Board.

On a Motion by Mr. Bakun, seconded by Mr. Tilley, with all in favor, the Board approved Bridge Funding Agreement for Fiscal Year 2023-2024 authorizing Staff to finalize any necessary negotiation, for Pier Park Community Development District.

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FIFTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Brown announced that he would present the presentation on District maintenance obligations at the next meeting. Mr. Brown provided a detailed summary of a recent meeting with City officials, confirming their acceptance of the budget, elaborate on discussions regarding maintenance of Aaron Bessant Park and the Beach Front, excess OLTR Funds, and potential future amendments to the PIPA.

Mr. Brown recommended that the Board approve Staff to initiate the process of assembling a Landscaping Request for Proposal (RFP) and proceed with its advertising.

B. Property Manager

Mr. Brown provided a general update on landscaping matters, highlighting specific landscaping areas that remained in need of attention. Mr. Brown underscored RCI's recent assignment of additional crews to expedite bringing areas up to expected standards.

On a Motion by Mr. Tilley and Mr. Tilley Jr., seconded by Mr. Bakun, with all in favor, the Board authorized Staff to advertise an RFP for Landscaping, for the Pier Park Community Development District.

C. District Manager

Ms. O'Mera reminded the Board of the Landowner Meeting and Board of Supervisors Meeting that will be held on Tuesday, November at 10:00 a.m. The Board authorized Ms. O'Mera to open a separate reserve account.

On a Motion by Mr. Bakun., seconded by Mr. Tilley, with all in favor, the Board approved opening separate Reserve Account, for the Pier Park Community Development District.

D. District Engineer

Not present.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

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SEVENTEENTH ORDER OF BUSINESS Adjournment

On a Motion by Mr. Tilley, seconded by Mr. Goldberg, with all in favor, the Board of Supervisors adjourned the meeting at 10:59 a.m., for Pier Park Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

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 first meeting of the Audit Committee of the Pier Park Community Development District was held on **Monday, July 31, 2023, at 10:00 a.m. (Central Time)** at the City of Panama City Beach City Hall, located at 170007 Panama City Beach Parkway, Panama City Beach, FL 32413.

Present and constituting a quorum:

Chris Tilley

Committee Member

Marek Bakun

Committee Member

Chris Tilley Jr.

Committee Member

Ken Goldberg

Committee Member

Also present were:

Kimberly O'Mera

District Manager, Rizzetta & Company, Inc.

Joseph Brown

District Counsel, Kutak Rock, LLP

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 10:05 a.m. and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members present.

THIRD ORDER OF BUSINESS

Presentation of the Audit Proposal Instructions and Evaluation Criteria with Price and Without Price

Ms. O'Mera presented the Audit Proposal Instructions with and without pricing. The Audit Committee Members opted to include pricing.

<p>On a Motion by Mr. Tilley, seconded by Mr. Goldberg, with all in favor, the Audit Committee approved Audit Proposal Instructions and Evaluation Criteria with Pricing, with a meeting set for September 27, 2023, at 11:00 a.m., for Pier Park Community Development District.</p>

FOURTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Tilley,, seconded by Mr. Goldberg, with all in favor, the Audit Committee adjourned the Meeting at 10:11 a.m., for Pier Park Community Development District

Tab 3

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 2023

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

The total items being presented: **\$17,949.40**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 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 07/23 Autopay 370	Water Services 07/23	\$ 627.57
Dumpster Services, LLC	100134	9542	Street Sweeping Services 06/23	\$ 927.42
RCI	100139	523PPCD-E1144	Boot Palm Trees 05/23	\$ 4,725.00
RCI	100139	523PPCD-E1431	Thin Oak Trees 05/23	\$ 810.00
Rizzetta & Company, Inc.	100133	INV0000081364	District Management Fes 07/23	\$ 5,504.66
Telford Reynolds Electric, Inc.	100135	23662	Street Light Service Call 05/23	\$ 640.50
The Lake Doctors, Inc.	100136	107221B	Monthly Lake Maintenance 07/23	\$ 453.62
U.S. Bank	100137	6963483	Trustee Fees 06/23	\$ 4,040.63
VGlobal Tech	100138	5200	ADA Website Maintenance 07/23	\$ 220.00
Report Total				<u>\$ 17,949.40</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 August 2023

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

The total items being presented: **\$43,181.32**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Simon Property Group, Inc.	100145	201165	Management Services 07/23	\$ 964.35
Simon Property Group, Inc.	100153	201166	Management Services 08/23	\$ 964.35
The Ledger / News Chief/ CA Florida Holdings, LLC	100154	5747793	Account #523224 Legal Advertising 07/23	\$ 617.40
VGlobal Tech	100146	5275	ADA Website Maintenance 08/23	<u>\$ 220.00</u>
Report Total				<u>\$ 43,181.32</u>

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	100150	8/23/4888	Capital Improvement Revenue Refunding Bonds, Series 2014	\$ 450.00
City of Panama City Beach	EFT	Monthly Summary 08/23 Autopay	Water Services 08/23	\$ 742.09
Coastal Electric PC LLC	100147	1817	Electrical Services 07/23	\$ 485.69
Dumpster Services, LLC	100148	9676	Street Sweeping Services 07/23	\$ 991.38
Florida Power & Light Company	100152	Monthly Summary 06/23	Electric Services 06/23	\$ 610.47
Florida Power & Light Company	100151	Monthly Summary 07/23	Electric Services 07/23	\$ 573.03
Kutak Rock, LLP	100141	3253819	Legal Services 06/23	\$ 2,255.00
RCI	100144	323PPCDD-E702	Irrigation Repairs 03/23	\$ 558.08
RCI	100142	423PCDD-E1143	Prune Oak Trees 04/23	\$ 1,890.00
RCI	100143	SM49619	Landscape Maintenance 06/23	\$ 8,784.94
RCI	100143	SM50428	Landscape Maintenance 07/23	\$ 8,784.94
RCI	100149	SM51271	Landscape Maintenance 08/23	\$ 8,784.94
Rizzetta & Company, Inc.	100140	INV0000082227	District Management Fes 08/23	\$ 5,504.66

Tab 4

Pier Park Community Development District

DISITRICT 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 July 2023 OLTR Fund

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

The total items being presented: **\$6,126.57**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District OLTR Fund

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 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-B 07/23 Autopay 370	Water Services 07/23	\$ 300.10
Dumpster Services, LLC	100068	9542-B	Street Sweeping Services 06/23	\$ 856.08
Rizzetta & Company, Inc.	100067	INV0000081364-B	District Management Fes 07/23	\$ 948.08
TEK Distributors, Inc.	100071	420895-B	Janitorial Supplies 07/23	\$ 3,275.53
The Lake Doctors, Inc.	100069	107221B-B	Monthly Lake Maintenance 07/23	\$ 194.38
Waste Pro - Panama City	100066	0001345594-B	Waste Disposal Services 07/23	\$ 276.20
Waste Pro - Panama City	100070	024293/0001345594-B	Waste Disposal Services 07/23	\$ <u>276.20</u>
Report Total				\$ <u>6,126.57</u>

Pier Park Community Development District

DISITRICT 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 August 2023 OLTR Fund

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

The total items being presented: **\$56,178.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District OLTR Fund

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
City of Panama City Beach	EFT	Monthly Summary-B 08/23 Autopay-2	Water Services 08/23	\$ 354.87
Dumpster Services, LLC	100081	9676-B	Street Sweeping Services 07/23	\$ 915.12
Florida Power & Light Company	100083	Monthly Summary 06/23- BF	Electric Services 06/23	\$ 1,371.35
Florida Power & Light Company	100084	Monthly Summary 07/23-BF	Electric Services 07/23	\$ 1,815.02
PG Environmental Florida LLC	100080	1655	Special Event Portal Toilet 07/23	\$ 802.50
RCI	100085	721145-PP-B	Landscape Maintenance 07/21	\$ 1,987.00
RCI	100076	SM49619-B	Landscape Maintenance 06/23	\$ 6,232.04
RCI	100076	SM50428-B	Landscape Maintenance 07/23	\$ 6,232.04
RCI	100082	SM51271-B	Landscape Maintenance 08/23	\$ 6,232.04
Rizzetta & Company, Inc.	100072	INV0000082227-B	District Management Fes 08/23	\$ 948.08

Pier Park Community Development District OLTR Fund

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Simon Property Group, Inc.	100078	201165-B	Management Services 07/23	\$ 2,146.45
Simon Property Group, Inc.	100086	201166-B	Management Services 08/23	\$ 2,146.45
TEK Distributors, Inc.	100073	420977-B	Janitorial Supplies 07/23	\$ 1,224.60
Universal Building, LLC	100074	12426553-B	Janitorial Services 03/23	\$ 5,942.71
Universal Building, LLC	100074	13418872-B	Janitorial Services 10/22	\$ 5,942.71
Universal Building, LLC	100077	14511501-B	Janitorial Services 05/23	\$ 5,942.71
Universal Building, LLC	100077	14511504-B	Janitorial Services 06/23	\$ 5,942.71
Waste Pro - Panama City	100075	0001358145-B	Waste Disposal Services 07/23	\$ <u>0.16</u>
Report Total				\$ <u>56,178.56</u>

Tab 5



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Pier Park Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

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

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

**Pier Park Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123637

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$2,427,250
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

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

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

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

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

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

TOTAL PROPERTY PREMIUM

\$17,083

Extensions of Coverage

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

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

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

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

Deadly Weapon Protection Coverage

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

**Pier Park Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123637

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$17,083
Crime	\$613
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$5,650
Public Officials and Employment Practices Liability	\$3,458
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$26,804

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Pier Park Community Development District

(Name of Local Governmental Entity)

By: _____ Signature *[Signature]* _____ Print Name *Chris Tilley*

Witness By: _____ Signature *[Signature]* _____ Print Name *Christina Began*

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

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

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

- Building and Content TIV \$2,427,250 As per schedule attached
Inland Marine Not Included
Auto Physical Damage Not Included

Signature: [Handwritten Signature] Date: 9/25/2023
Name: Chris Tilley
Title: Chair



Pier Park Community Development District

Policy No.: 100123637
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
Roof Shape		Roof Pitch	Roof Covering		Covering Replaced	Roof Yr Blt	
1	Small Restroom Building with Office Space at AB Park		2012	10/01/2023	\$371,100		\$371,100
	US Highway 98 & Pier Park Dr Panama City Beach FL 32413 Complex		Joisted masonry	10/01/2024			
2	Entry Features		2012	10/01/2023	\$80,000		\$80,000
	US Highway 98 & Pier Park Dr Panama City Beach FL 32413		Joisted masonry	10/01/2024			
3	Beach Ball Monument		2012	10/01/2023	\$121,000		\$121,000
	US Highway 98 & Pier Park Dr Panama City Beach FL 32413		Non-Combustible	10/01/2024			
4	Restrooms on Pier		2010	10/01/2023	\$302,500		\$302,500
	US Highway 98 & Pier Park Dr Panama City Beach FL 32413 Simple hip		Joisted masonry	10/01/2024			
5	Part of Pier & Decking		2010	10/01/2023	\$316,250		\$316,250
	US Highway 98 & Pier Park Dr Panama City Beach FL 32413		Waterfront structures	10/01/2024			
6	Front Beach Rd Entry Feature		2010	10/01/2023	\$88,000		\$88,000
	Pier Park Drive Panama City Beach FL 32413		Fire resistive	10/01/2024			
7	198 Street Light Poles		2010	10/01/2023	\$653,400		\$653,400
	198 Street Panama City Beach FL 32413		Electrical equipment	10/01/2024			

Sign:  Print Name: Chris Tilley Date: 9/25/23



Pier Park Community Development District

Policy No.: 100123637
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
8	Traffic Pedestrian Signals @ Back Beach Rod Pier Park Drive Panama City Beach FL 32413		2010	10/01/2023	\$302,500		\$302,500
			Non combustible	10/01/2024			
9	Traffic Pedestrian Signals @ Front Beach Rod Pier Park Drive Panama City Beach FL 32413		2010	10/01/2023	\$192,500		\$192,500
			Non combustible	10/01/2024			
Total:			Building Value	Contents Value	Insured Value		
			\$2,427,250	\$0	\$2,427,250		

Sign:  Print Name: Chris Tilley Date: 9/25/23

A	CASH PRICE (TOTAL PREMIUMS)	\$26,804.00
B	CASH DOWN PAYMENT	\$17,083.00
C	PRINCIPAL BALANCE (A MINUS B)	\$9,721.00
D	DOC STAMP	\$34.30

AGENT
 (Name & Place of business)
 EGIS INSURANCE & RISK ADVISORS
 150 E PALMETTO PARK RD
 SUITE 705
 BOCA RATON, FL 33432-4827
 (561)693-4515 FAX:

INSURED
 (Name & Residence or business)
 PIER PARK COMM DEVELOPMENT
 DIST.
 C/O RIZETTA & COMMUNITY
 120 N Richard Jackson Blvd Ste
 220
 Panama City, FL 32407-2548

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 24189419

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled
15.900%	\$792.60	\$9,755.30	\$10,547.90

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	Beginning:
11	\$958.90	Beginning:	MONTHLY 11/01/2023

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
100123637	10/01/2023	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	GENERAL LIABILITY	0.000%	12	26,804.00
Broker Fee:						\$0.00
TOTAL:						\$26,804.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1.**

SECURITY: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified. The insured agrees that Lender may endorse the insured's name on any check or draft received from the insuring company and apply the same as payment of this Agreement, returning any excess to the insured only if such excess is equal to or greater than \$1.00.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.



 Signature of Insured or Authorized Agent

9/25/23

 DATE

 Signature of Agent

 DATE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date. **4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** Insured will be in default if a payment is not made when it is due. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If an insured's payment is dishonored for any reason, the insured will pay to Lender a fee, if permitted by law, equal to \$15.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy (ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender, not to exceed 20% of the amount due, if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender' gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Florida will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVERIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

AutoPay

Enroll in AutoPay on ipfs.com

IPFS Corporation® has made it easier than ever to pay your insurance coverages with AutoPay. Enrolling in AutoPay is easy and provides peace of mind by allowing you to set up recurring ACH or credit card payments to make your monthly installment payment automatically. After you have received your web access code, visit ipfs.com, view your account status page, and select Set Up to get started with AutoPay*!



Getting signed up is as easy as clicking the words **Set Up** on your **Account Status** page in column labeled the **AutoPay Method**.



*Fees may apply.

AutoPay Benefits:



Easily maintain coverage



No risk of forgetting to make a payment



Less paperwork



Please contact your account or sales executive for more information, or visit ipfs.com



*Our payment processing service provider may charge a technology fee, where allowed by law, related to processing a payment. IPFS's payment processing service provider may charge a fee to set up AutoPay on behalf of a borrower. Imperial IPFS® is a trade name affiliated with IPFS Corporation (IPFS®), a premium finance company. Loans remain subject to acceptance by IPFS in its sole discretion; issuance of a quote does not constitute an offer to lend. Access to products and services described herein may be subject to change and is subject to IPFS's standard terms and conditions in all respects, including the terms and conditions specifically applicable to use of IPFS's website and mobile applications, as applicable, and IPFS's eForms Disclosure and Consent Agreement. IPFS is not responsible for insufficient funds or overdraft fees. Copyright © 2023 IPFS Corporation. All rights reserved.

Tab 6

FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

This First Addendum to the Contract for Professional Technology Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Pier Park Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Bay County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and Rizzetta Technology Services, LLC. entered into the Contract for Professional Technology Services dated August 12, 2019 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District consented to an assignment of the Contract to Rizzetta & Company, Inc. on November 8, 2021; and

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

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

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

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

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



Rizzetta & Company

2021-07-27 – WJR/RPS

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name



Rizzetta & Company

2021-07-27 – WJR/RPS

EXHIBIT B
Schedule of Fees

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

	MONTHLY
Website Compliance and Management:	\$ 100.00
Email (50 GB per user) at \$20.00 per month per account:	
Board Supervisor Account 0 x \$20.00	\$ 00.00
Onsite Staff Account 0 x \$20.00	\$ 00.00
Miscellaneous Account 0 x \$20.00	\$ 00.00
Total Standard On-Going Services:	\$ <u>100.00</u>

