



Rizzetta & Company

Pier Park Community Development District

**Board of Supervisors
May 21, 2024**

**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. Lee Ann Leonard	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Scott Brizendine	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

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

May 16, 2024

REVISED AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Pier Park Community Development District will be held on **Tuesday, May 21, 2024, at 10:00 a.m. (CT)** 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 the Minutes of the Board of Supervisors Meeting held on February 13, 2024.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures From the General Funds for the Months February – April.....Tab 2
 - C. Ratification of Operation and Maintenance Expenditures From the OLTR Funds for the Months February – April.....Tab 3
 - D. Consideration of Resolution 2024-04, Designating Assistant SecretaryTab 4
- 4. BUSINESS ITEMS**
 - A. Presentation of FY 2024/2025 Proposed Budget.....Tab 5
 - B. Consideration of Resolution 2024-03, Approving FY 2024/2025 Budget & Setting Public HearingTab 6
 - C. Ratification of the 1st Amendment to Amended and Restated PIPA Agreement.....Tab 7
 - D. Consideration of Agreement for Property Management Services By Simon Management Associates.....Tab 8
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Property Manager
 - D. District Manager
 1. Registered Voter Count.....Tab 9
- 7. SUPERVISOR REQUESTS AND COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,
Holly Bailey
Holly Bailey

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 **Tuesday, February 13, 2024, at 11:00 a.m. (CT)** 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
Lee Ann Leonard	Board Supervisor, Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company, Inc.
Joseph Brown	District Counsel, Kutak Rock, LLP
Richard Brown	District Property Manager
Cole Davis	City Attorney, City of Panama City Beach, FL

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order at 11:06 a.m. (CDT) and conducted roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There were four (4) audience members present; however, no audience comments were made.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

February 13, 2024 - Minutes of Meeting

Page 2

**Supervisors Meeting Held on November
7, 2023**

On a Motion by Ms. Leonard, seconded by Mr. Tilley Sr., with all in favor, the Board approved the Minutes for the Meeting held on November 7, 2023, for Pier Park Community Development District.

FOURTH ORDER OF BUSINESS

**Acceptance Minutes of the Landowner
Elections Meeting Held on November 7,
2023**

Mr. Brizendine presented the Landowner Election Minutes and reminded the Board those minutes do not need to be approved. However, if they find anything that needs to be corrected let him know. The Board did not find any corrections.

FIFTH ORDER OF BUSINESS

**Ratification of Operation and Maintenance
Expenditures from the General Fund for
the Months of October - December**

Upon a Motion by Mr. Tilley Sr., seconded by Mr. Bakun, with all in favor, the Board ratified Operation and Maintenance Expenditures from the General fund for October 2023 in the amount of \$1,635.39, November 2023 in the amount of \$8,368.51, and December 2023 in the amount of \$82,836.38, for Pier Park Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures from OLTR
Fund for the Months of October -
December 2023**

On a Motion by Mr. Bakun, seconded by Ms. Leonard, with all in favor, the Board ratified Operation and Maintenance Expenditures from the OLTR Fund for October 2023 in the amount of \$982.59, November 2023 in the amount of \$48,600.26, and December 2023 in the amount of \$33,525.31, for Pier Park Community Development District.

SEVENTH ORDER OF BUSINESS

**Acceptance of Supervisor Resignation
Ken Goldberg**

On a Motion by Ms. Leonard, seconded by Mr. Tilley Sr, with all in favor, the Board accepted the Supervisor Resignation for Mr. Ken Goldberg, for Pier Park Community Development District

On a Motion by Mr. Tilley Sr., seconded by Ms. Leonard, with all in favor, the Board appointed Mr. Martin Horak to replace Mr. Ken Goldberg as Assistant Secretary, for Pier Park Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals for Landscape Maintenance Agreement

Mr. Brown reviewed the Maintenance Agreement with the Board and discussed possible changes with the city maintaining certain locations.

On a Motion by Mr. Bakun, seconded by Mr. Tilley Sr., with all in favor, the Board accepted the Landscape Maintenance Agreement, for Pier Park Community Development District

NINTH ORDER OF BUSINESS

Consideration of Form of Agreement for Landscape Maintenance Items

On a Motion by Ms. Leonard, seconded by Mr. Tilley Sr., with all in favor, the Board approved Form of Agreement for Landscape Maintenance, for Pier Park Community Development District

On a Motion by Mr. Bakun, seconded by Mr. Tilley Sr., with all in favor, the Board approved moving the Landscape Maintenance Items with the City of Panama City Beach, for Pier Park Community Development District

TENTH ORDER OF BUSINESS

Consideration/Ratification of Non-Renewal of Landscape Maintenance Agreement - RCI

On a Motion by Ms. Leonard, seconded by Mr. Tilley Sr., with all in favor, the Board ratified the Non-Renewal of Landscape Maintenance Agreement with RCI, for Pier Park Community Development District.

ELEVENTH ORDER OF BUSINESS

Discussion and Consideration of Amendment to Public Improvement Partnership Agreement

Mr. Brown reviewed the amendment for the board, including a brief history, and also relayed his conversations with the city and their request to maintain the landscaping in certain areas. After a long discussion, a motion was made to table consideration of the amendment and directed Mr. Brown to continue working with the city on the language.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

February 13, 2024 - Minutes of Meeting

Page 4

On a Motion by Mr. Tilley Sr, seconded by Ms. Leonard, with all in favor, the Board authorized Mr. Brown to continue working with the city regarding the CRA language, for Pier Park Community Development District.

After the vote was taken, the Board continued to discuss the matter, and a motion was made to repeal the first vote.

On a Motion by Mr. Tilley Sr, seconded by Mr. Bakun, with all in favor, the Board approved to repeal the prior vote, for Pier Park Community Development District.

Following the repeal of the first vote, a new motion was made to approve the amendment to the PIPA agreement and for the city to take over landscape maintenance in the certain areas as discussed.

On a Motion by Mr. Bakun, seconded by Ms. Leonard, with all in favor, the Board approved the amendment to the PIPA agreement, and the city will take over landscape maintenance in the certain areas discussed, for Pier Park Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Amendments to Scope of Services for PIPA – Related Maintenance Contracts

This discussion was tabled until the next meeting.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No specific reports other than what was reported in the prior business items.

B. District Engineer

Not present

C. Property Manager

No reports

D. District Manager

Mr. Brizendine advised the Board of the Special Meeting on May 21, 2024, stating the proposed budget will be presented at that meeting, and to be finalized in July.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

There were no Supervisor Requests or Comments.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Tilley Sr., seconded by Ms. Leonard, with all in favor, the Board adjourned the Meeting at 12:30 p.m. Central Time, for Pier Park Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

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 February 2024

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$18,646.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Christopher Von Tilley	100219	CTS021324	Board of Supervisors Meeting 02/13/24	\$ 200.00
City of Panama City Beach	022024-2	Monthly Summary 02/24 ACH	Water Services 02/24	\$ 628.46
City of Panama City Beach	022024-2	Monthly Summary-B 02/24 ACH	Water Services 02/24	\$ 300.53
Dumpster Services, LLC	100215	10826	Street Sweeping Services 01/24	\$ 959.40
IPFS Corporation	100218	GAA-D40529 Payment 5 of 11	Insurance Installments Pmt#5 02/24	\$ 958.90
Lee Ann Leonard	100220	LAL021324	Board of Supervisors Meeting 02/13/24	\$ 200.00
RCI	100216	SM56928	Landscape Maintenance 02/24	\$ 8,784.94
Rizzetta & Company, Inc.	100213	INV0000087077	District Management Fes 02/24	\$ 5,429.66
Simon Property Group, Inc.	100217	201172	Management Services 02/24	\$ 964.35
VGlobal Tech	100214	5842	ADA Website Maintenance 02/24	\$ 220.00
Report Total				<u>\$ 18,646.24</u>

Pier Park Community Development District

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Operation and Maintenance Expenditures For Board Approval March 2024

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$45,614.53**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of Panama City Beach	20240325-2	Monthly Summary 03/24	Water Services 03/24	\$ 416.11
City of Panama City Beach	20240325-1	Monthly Summary-B 03/24	Water Services 03/24	\$ 198.98
Florida Power & Light Company	100224	Monthly Summary 02/24	Electric Services 02/24	\$ 765.39
GreenEarth Southeast, LLC	100222	81407	Storm Cleanup 01/24	\$ 2,624.00
GreenEarth Southeast, LLC	100225	82755	Landscape Maintenance 01/24	\$ 3,644.85
GreenEarth Southeast, LLC	100226	83917	Landscape Maintenance 02/24	\$ 7,289.69
GreenEarth Southeast, LLC	100230	81138	Irrigation Repairs - Longboard Way 01/24	\$ 1,400.00
GreenEarth Southeast, LLC	100231	83975	Irrigation Repairs 02/24	\$ 670.00
IPFS Corporation	100228	GAA-D40529 Payment 6 of 11	Insurance Installments Pmt#6 03/24	\$ 958.90
Kutak Rock, LLP	100223	3355201	Legal Services 12/23	\$ 5,565.00
Rizzetta & Company, Inc.	100221	INV0000087901	District Management Fes 03/24	\$ 5,429.66
Simon Property Group, Inc.	100232	201173	Management Services 03/24	\$ 964.35
The Lake Doctors, Inc.	100227	1872657	Monthly Lake Maintenance 02/24	\$ 467.60
Tightline Construction, Inc.	100233	1913	Demo, saw-cut, haul-off and pour back concrete 06/23	\$ 15,000.00

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100229	5920	ADA Website Maintenance 03/24	\$ 220.00
Report Total				<u>\$ 45,614.53</u>

Pier Park Community Development District

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Operation and Maintenance Expenditures For Board Approval April 2024

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2024 through April 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$31,761.84**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2024 Through April 30, 2024

<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	20240418-1	Monthly Summary 04/24	Water Services 04/24	\$ 190.56
City of Panama City Beach	20240418-2	Monthly Summary 04/24	Water Services 04/24	\$ 398.49
Dumpster Services, LLC	100238	11248	Street Sweeping Services 03/24	\$ 991.38
Dumpster Services, LLC	100239	11022	Street Sweeping Services 02/24	\$ 895.44
Florida Power & Light Company	100235	Monthly Summary 03/24	Electric Services 03/24	\$ 646.07
Gannett Florida LocaliQ	100236	0000266441	Account #523224 Legal Advertising 02/24	\$ 124.40
GreenEarth Southeast, LLC	100240	85466	Landscape Maintenance 03/24	\$ 7,289.69
GreenEarth Southeast, LLC	100246	86840	Landscape Maintenance 04/24	\$ 7,289.64
IPFS Corporation	100241	GAA-D40529 Payment 7 of 11	Insurance Installments Pmt#7 04/24	\$ 958.90
Kutak Rock, LLP	100242	3380334	Legal Services 01/24-02/24	\$ 5,428.06
Rizzetta & Company, Inc.	100234	INV0000088550	District Management Fes 04/24	\$ 5,429.66
Simon Property Group, Inc.	100243	201174	Management Services 04/24	\$ 964.35
The Lake Doctors, Inc.	100237	1877421	Monthly Lake Maintenance 03/24	\$ 467.60
The Lake Doctors, Inc.	100244	1888025	Monthly Lake Maintenance 04/24	\$ 467.60
VGlobal Tech	100245	6052	ADA Website Maintenance 04/24	<u>\$ 220.00</u>
Report Total				<u>\$ 31,761.84</u>

Tab 3

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 2024 OLTR Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,936.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District OLTR Fund

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
D.C. Drain Cleaning	100144	1229	Restroom Drainage 09/23	\$ 593.95
D.C. Drain Cleaning	100144	1230	Restroom Maintenance & Repairs 11/23	\$ 3,045.56
Dumpster Services, LLC	100140	10826-B	Street Sweeping Services 01/24	\$ 885.60
RCI	100141	SM56928-B	Landscape Maintenance 02/24	\$ 6,232.04
Rizzetta & Company, Inc.	100139	INV0000087077-B	District Management Fes 02/24	\$ 948.08
Simon Property Group, Inc.	100142	201172-B	Management Services 02/24	\$ 2,146.45
TEK Distributors, Inc.	100143	427006	Janitorial Supplies 02/24	<u>\$ 1,084.32</u>
Report Total				<u>\$ 14,936.00</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 March 2024 OLTR Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,254.94**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District OLTR Fund

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	100149	Monthly Summary 02/24 BF	Electric Services 02/24	\$ 1,385.65
GreenEarth Southeast, LLC	100150	82755-B	Landscape Maintenance 01/24	\$ 2,585.65
GreenEarth Southeast, LLC	100151	83917-B	Landscape Maintenance 02/24	\$ 5,171.31
JE Interiors LLC	100154	1012	Paint Restroom 02/24	\$ 3,200.00
MetroPower Inc	100147	CD42132233	Replace Automatic Door Locks 02/24	\$ 2,199.85
PG Environmental Florida LLC	100145	2166	Special Event Portal Toilet 12/23 - 01- 24	\$ 1,350.00
PG Environmental Florida LLC	100148	2170	Special Event Portal Toilet 01/11/24 - 02/16/24	\$ 1,762.50
Rizzetta & Company, Inc.	100146	INV0000087901-B	District Management Fes 03/24	\$ 948.08
Simon Property Group, Inc.	100155	201173-B	Management Services 03/24	\$ 2,146.45
The Lake Doctors, Inc.	100152	1872657-B	Monthly Lake Maintenance 02/24	\$ 200.40
Waste Pro - Panama City	100153	0001416342	Waste Disposal Services 02/24	<u>\$ 305.05</u>
Report Total				<u>\$ 21,254.94</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 April 2024 OLTR Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2024 through April 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,150.06**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Pier Park Community Development District OLTR Fund

Paid Operation & Maintenance Expenditures

April 1, 2024 Through April 30, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Dumpster Services, LLC	100160	11248-B	Street Sweeping Services 03/24	\$ 915.12
Dumpster Services, LLC	100161	11022-B	Street Sweeping Services 02/24	\$ 826.56
Florida Power & Light Company	100157	Monthly Summary 03/24 BF	Electric Services 03/24	\$ 1,267.28
GreenEarth Southeast, LLC	100162	85466-B	Landscape Maintenance 03/24	\$ 5,171.31
GreenEarth Southeast, LLC	100165	86840-B	Landscape Maintenance 04/24	\$ 5,171.28
Rizzetta & Company, Inc.	100156	INV0000088550-B	District Management Fes 04/24	\$ 948.08
Simon Property Group, Inc.	100163	201174-B	Management Services 04/24	\$ 2,146.45
The Lake Doctors, Inc.	100158	1877421-B	Monthly Lake Maintenance 03/24	\$ 200.40
The Lake Doctors, Inc.	100164	1888025-B	Monthly Lake Maintenance 04/24	\$ 200.40
Waste Pro - Panama City	100159	0001425292	Waste Disposal Services 03/24	<u>\$ 303.18</u>
Report Total				<u>\$ 17,150.06</u>

Tab 4

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PIER PARK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Pier Park Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Panama City Beach, Florida; and

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

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

Section 1. Holly Bailey is appointed as Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY OF MAY, 2024.

**PIER PARK COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 5



Rizzetta & Company

Pier Park Community Development District

www.pierparkcdd.org

Proposed Budget for Fiscal Year 2024-2025

Presented by: Rizzetta & Company, Inc.

**120 Richard Jackson Boulevard, Ste #220
Panama City Beach, FL 32407
Phone: 850-334-9055**

rizzetta.com

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Rizzetta & Company

**Proposed Budget
Pier Park Community Development District
General Fund
Fiscal Year 2024/2025**

	Chart of Accounts Classification	Actual YTD through 03/31/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll	\$ 399,014	\$ 399,014	\$ 394,658	\$ 4,356	\$ 434,516	\$ 39,858	Tax Roll allocations to be determined upon final roll certifications.
6								
7	TOTAL REVENUES	\$ 399,014	\$ 399,014	\$ 394,658	\$ 4,356	\$ 434,516	\$ 39,858	
8								
9	TOTAL REVENUES AND BALANCE FORWARD	\$ 399,014	\$ 399,014	\$ 394,658	\$ 4,356	\$ 434,516	\$ 39,858	
10								
11								
12	EXPENDITURES - ADMINISTRATIVE							
13								
14	Legislative							
15	Supervisor Fees	\$ 1,050	\$ 1,850	\$ 3,200	\$ 1,350	\$ 4,000	\$ 800	5 Supervisors receive pay/4 Meetings
16	Financial & Administrative							
17	Accounting Services	\$ 9,164	\$ 18,328	\$ 18,328	\$ -	\$ 18,878	\$ 550	
18	Administrative Services	\$ 4,664	\$ 9,328	\$ 9,328	\$ -	\$ 9,608	\$ 280	
19	Arbitrage Rebate Calculation	\$ -	\$ 450	\$ 450	\$ -	\$ 450	\$ -	Amtec - \$450 yr. through 2024
20	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,150	\$ 150	
21	Auditing Services	\$ -	\$ 4,250	\$ 4,664	\$ 414	\$ 4,250	\$ (414)	Berger Toombs contract - remain \$4,250 thru 2025
22	District Engineer	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ -	
23	District Management	\$ 15,525	\$ 31,050	\$ 31,050	\$ -	\$ 31,982	\$ 932	
24	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	\$175 due annually to the State.
25	Financial & Revenue Collections	\$ 2,625	\$ 5,250	\$ 5,250	\$ -	\$ 5,408	\$ 158	
26	Legal Advertising	\$ 658	\$ 1,316	\$ 3,200	\$ 1,884	\$ 3,200	\$ -	
27	Management Contract	\$ 5,786	\$ 11,572	\$ 11,750	\$ 178	\$ 11,750	\$ -	
28	Public Officials Liability Insurance	\$ 2,094	\$ 3,458	\$ 3,730	\$ 272	\$ 3,804	\$ 74	Waiting to see if any changes are made due to PIPA
29	Trustees Fees	\$ 2,694	\$ 2,694	\$ 3,750	\$ 1,056	\$ 3,750	\$ -	
30	Website Hosting, Maintenance, Backup & Email	\$ 1,920	\$ 4,740	\$ 5,940	\$ 1,200	\$ 4,740	\$ (1,200)	
31	Legal Counsel							
32	District Counsel	\$ 18,491	\$ 36,982	\$ 42,500	\$ 5,518	\$ 42,500	\$ -	
33								
34	Administrative Subtotal	\$ 69,846	\$ 136,443	\$ 149,515	\$ 13,072	\$ 150,845	\$ 1,330	
35								
36	EXPENDITURES - FIELD OPERATIONS							
37	Electric Utility Services							
38	Utility Services	\$ 4,244	\$ 8,488	\$ 17,789	\$ 9,301	\$ 9,000	\$ (8,789)	
39	Water-Sewer Combination Services							
40	Utility Services	\$ 4,443	\$ 8,886	\$ 15,500	\$ 6,614	\$ 9,000	\$ (6,500)	
41	Stormwater Control							
42	Aquatic Maintenance	\$ 2,833	\$ 5,666	\$ 5,770	\$ 104	\$ 5,770	\$ -	Per agreement, slight allowance for renewal, monitor prior to final.
43	Lake/Pond Bank Maintenance & Repair	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
44	Stormwater Assessment	\$ -	\$ -	\$ 41	\$ 41	\$ -	\$ (41)	
45	Other Physical Environment							
46	Entry & Walls/Beach Ball Maintenance	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	PIPA - city will takeover
47	General Liability/Crime Insurance	\$ 3,723	\$ 6,263	\$ 4,729	\$ (1,534)	\$ 4,729	\$ 8,302	Per Egis
48	Irrigation Maintenance	\$ 2,770	\$ 5,540	\$ 4,000	\$ (1,540)	\$ 5,540	\$ 1,540	

Proposed Budget
Pier Park Community Development District
General Fund
Fiscal Year 2024/2025

	Chart of Accounts Classification	Actual YTD through 03/31/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
49	Landscape Maintenance	\$ 64,773	\$ 129,546	\$ 127,214	\$ (2,332)	\$ 149,532	\$ 22,318	Changes due to PIPA 24/25 - total contract annual amount
50	Ornamental Lighting & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Landscape & pedestrian pathway lighting repairs, mtce. &
51	Tree Trimming Services	\$ 1,675	\$ 3,350	\$ 11,200	\$ 7,850	\$ 11,200	\$ -	
52	Road & Street Facilities							
53	Parking Lot Repair & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000		
54	Sidewalk Maintenance & Repair	\$ 15,000	\$ 25,000	\$ 15,000	\$ (10,000)	\$ 15,000	\$ -	
55	Street Light/Decorative Light Maintenance	\$ 1,970	\$ 3,940	\$ 6,000	\$ 2,060	\$ 6,000	\$ -	
56	Street/Parking Lot Sweeping	\$ 5,915	\$ 11,830	\$ 13,400	\$ 1,570	\$ 13,400	\$ -	Slight increase to account for increase at renewal.
57	Contingency							
58	Miscellaneous Contingency	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 40,000	\$ 30,000	
59								
60	Field Operations Subtotal	\$ 107,346	\$ 211,009	\$ 245,143	\$ 34,134	\$ 283,671	\$ 38,528	
61								
62	TOTAL EXPENDITURES	\$ 177,192	\$ 347,452	\$ 394,658	\$ 47,206	\$ 434,516	\$ 39,858	
63								
64	EXCESS OF REVENUES OVER EXPENDITURES	\$ 221,822	\$ 51,562	\$ -	\$ 51,562	\$ -	\$ -	

Proposed Budget
Pier Park Community Development District
General Fund Reserve Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll	\$ 19,762	\$ 19,762	\$ 19,762	\$ -	\$ 13,050	\$ (6,712)	
6								
7	TOTAL REVENUES	\$ 19,762	\$ 19,762	\$ 19,762	\$ -	\$ 13,050	\$ (6,712)	
8								
9	TOTAL REVENUES AND BALANCE FORWARD	\$ 19,762	\$ 19,762	\$ 19,762	\$ -	\$ 13,050	\$ (6,712)	
10								
11								
12	EXPENDITURES							
13								
14	Contingency							
15	Capital Reserves	\$ -	\$ -	\$ 19,762	\$ 19,762	\$ 13,050	\$ (6,712)	
16				-				
17	TOTAL EXPENDITURES	\$ -	\$ -	\$ 19,762	\$ 19,762	\$ 13,050	\$ (6,712)	

Proposed Budget
Pier Park Community Development District
General Fund AB Park & Beachfront
Fiscal Year 2024/2025

	Chart of Accounts Classification	Actual YTD through 03/31/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 887	\$ 887	\$ -	\$ 887	\$ -	\$ -	
6	Local Business Tax Revenue							
7	Occupational License Tax Revenue	\$ 544,356	\$ 544,356	\$ 450,825	\$ 93,531	\$ -	\$ (450,825)	
8								
9	TOTAL REVENUES	\$ 545,243	\$ 545,243	\$ 450,825	\$ 94,418	\$ -	\$ (450,825)	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 545,243	\$ 545,243	\$ 450,825	\$ 94,418	\$ -	\$ (450,825)	
12								
13	EXPENDITURES - ADMINISTRATIVE							
14								
15	Financial & Administrative							
16	Accounting Services	\$ 5,688	\$ 11,377	\$ 11,377	\$ -	\$ -	\$ (11,377)	
	Management Contract	\$ 12,879	\$ 25,758	\$ 26,700	\$ 942	\$ -	\$ (26,700)	
	Debt Service							
17	Promissory Note Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18								
19	Administrative Subtotal	\$ 18,567	\$ 37,135	\$ 38,077	\$ 942	\$ -	\$ (38,077)	
20								
21	EXPENDITURES - FIELD OPERATIONS							
22								
23	Stormwater Control							
24	Aquatic Maintenance	\$ 1,214	\$ 2,428	\$ 2,566	\$ 138	\$ -	\$ (2,566)	
25	Lake/Pond Bank Maintenance & Repair	\$ -	\$ -	\$ 625	\$ 625	\$ -	\$ (625)	
26	Other Physical Environment							
27	Clubhouse Facility Janitorial Supplies	\$ 6,303	\$ 12,606	\$ 30,000	\$ 17,394	\$ -	\$ (30,000)	
28	Property Insurance	\$ 17,083	\$ 17,083	\$ 19,100	\$ 2,017	\$ -	\$ (19,100)	
29	Tree Trimming Services	\$ -	\$ -	\$ 5,280	\$ 5,280	\$ -	\$ (5,280)	
30	Roads & Street Facilities							
31	Ornamental Lighting & Maintenance	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ -	\$ (1,200)	
32	Parking Lot Repair & Maintenance	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ (10,000)	
33	Sidewalk Maintenance & Repair	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ (15,000)	
34	Street Light/Decorative Light Maintenance	\$ -	\$ -	\$ 8,250	\$ 8,250	\$ -	\$ (8,250)	
35	Street/Parking Lot Sweeping	\$ 5,466	\$ 10,932	\$ 12,500	\$ 1,568	\$ -	\$ (12,500)	
36	Parks & Recreation							
37	Garbage - Recreation Facility	\$ 1,823	\$ 3,646	\$ 4,000	\$ 354	\$ -	\$ (4,000)	
38	Janitorial Service	\$ 3,565	\$ 7,130	\$ 24,192	\$ 17,062	\$ -	\$ (24,192)	
39	Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ (4,000)	
40	Park Irrigation Repairs & Maintenance	\$ -	\$ -	\$ 4,350	\$ 4,350	\$ -	\$ (4,350)	
41	Park Landscape Maintenance	\$ 29,068	\$ 58,136	\$ 72,404	\$ 14,268	\$ -	\$ (72,404)	
42	Park Recreational Equipment	\$ -	\$ -	\$ 4,800	\$ 4,800	\$ -	\$ (4,800)	
43	Park Restroom Repair & Maintenance	\$ 6,822	\$ 13,644	\$ 4,250	\$ (9,394)	\$ -	\$ (4,250)	
44	Beachfront							
45	Capital Improvements	\$ -	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ (8,000)	
46	Improvements Other Than Buildings	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ -	\$ (40,000)	
47	Irrigation Maintenance & Repair	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ (2,000)	
48	Janitorial Service	\$ 8,320	\$ 16,640	\$ 56,448	\$ 39,808	\$ -	\$ (56,448)	
49	Landscape Maintenance	\$ 13,598	\$ 27,196	\$ 32,283	\$ 5,087	\$ -	\$ (32,283)	
50	Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ (2,500)	
51	Park Restroom Repairs & Maintenance	\$ 3,639	\$ 7,278	\$ 5,000	\$ (2,278)	\$ -	\$ (5,000)	
52	Utility - Electricity	\$ 8,095	\$ 16,190	\$ 19,200	\$ 3,010	\$ -	\$ (19,200)	
53	Utility - Water & Sewer	\$ 2,124	\$ 4,248	\$ 8,500	\$ 4,252	\$ -	\$ (8,500)	
54	Contingency							
55	Miscellaneous Contingency	\$ 13,530	\$ 27,060	\$ 16,300	\$ (10,760)	\$ -	\$ (16,300)	
56								
57	Field Operations Subtotal	\$ 120,650	\$ 224,217	\$ 412,748	\$ 188,531	\$ -	\$ (412,748)	
58								
59	TOTAL EXPENDITURES	\$ 139,217	\$ 261,352	\$ 450,825	\$ 189,473	\$ -	\$ (450,825)	
60								
61	EXCESS OF REVENUES OVER EXPENDITURES	\$ 406,026	\$ 283,891	\$ -	\$ 283,891	\$ -	\$ -	
62								

Pier Park Community Development District
Debt Service
Fiscal Year 2024/2025

Chart of Accounts Classification	Series 2014	Budget for 2024/2025
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$442,439.19	\$442,439.19
OLTR/TIR Contribution	\$696,411.27	\$696,411.27
TOTAL REVENUES	\$1,138,850.46	\$1,138,850.46
EXPENDITURES		
Administrative		
Debt Service Obligation	\$1,138,850.46	\$1,138,850.46
Administrative Subtotal	\$1,138,850.46	\$1,138,850.46
TOTAL EXPENDITURES	\$1,138,850.46	\$1,138,850.46
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Bay County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
GROSS ASSESSMENTS	\$1,211,543.04

Notes:
Tax Roll Collection Costs and Early Payment Discount percentages are 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE					
2024/2025 O&M Budget:		\$447,565.82	2023/2024 O&M Budget:		\$414,418.78
Bay County Collection Costs:	2%	\$9,522.68	2024/2025 O&M Budget:		\$447,565.82
Early Payment Discounts:	4%	\$19,045.35			
2024/2025 Total:		<u>\$476,133.85</u>	Total Difference:		<u>\$33,147.04</u>
Lot Size	Assessment Breakdown	Per Product Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
Retail / Commercial	Series 2014 Debt Service ⁽¹⁾	\$382,659.32	\$383,467.26	\$807.94	0.21%
	Operations & Maintenance	\$359,181.64	\$387,910.57	\$28,728.93	8.00%
	Total	\$741,840.96	\$771,377.83	\$29,536.87	3.98%
Hotel	Series 2014 Debt Service ⁽¹⁾	\$56,681.57	\$56,801.25	\$119.68	0.21%
	Operations & Maintenance	\$53,203.93	\$57,459.42	\$4,255.48	8.00%
	Total	\$109,885.51	\$114,260.67	\$4,375.16	3.98%
Time Share	Series 2014 Debt Service ⁽¹⁾	\$30,347.41	\$30,411.48	\$64.07	0.21%
	Operations & Maintenance	\$28,485.47	\$30,763.86	\$2,278.39	8.00%
	Total	\$58,832.88	\$61,175.34	\$2,342.47	3.98%

⁽¹⁾ The Debt Service Total Assessment represents the balance due as a result of the scheduled OLTR funding shortfall.

PIER PARK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$447,565.82
COLLECTION COSTS @	2.0%	\$9,522.68
EARLY PAYMENT DISCOUNTS @	4.0%	\$19,045.35
TOTAL O&M ASSESSMENT		<u>\$476,133.85</u>

UNIT ALLOCATION		
PRODUCT	O&M SQ FT	SERIES 2014 DEBT SERVICE SQ FT ⁽¹⁾
Retail/Commercial	1,162,022	1,162,022
Hotel	172,125	172,125
Time Share	92,156	92,156
Total Community	<u>1,426,303</u>	<u>1,426,303</u>

ALLOCATION OF O&M ASSESSMENT	
% OF O&M ASSESSMENT	TOTAL O&M BUDGET
81.47%	\$387,910.57
12.07%	\$57,459.42
6.46%	\$30,763.86
<u>100.00%</u>	<u>\$476,133.85</u>

ANNUAL ASSESSMENT PER SQ FT		
SERIES 2014		
O&M	DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
\$0.33	\$0.33	\$0.66
\$0.33	\$0.33	\$0.66
\$0.33	\$0.33	\$0.66

LESS: Bay County Collection Costs (2%) and Early Payment Discount Costs (4%)

(\$28,568.03)

Net Revenue to be Collected

\$447,565.82

⁽¹⁾ Reflects the total square footage with Series 2014 debt outstanding.

⁽²⁾ Annual debt service assessment per square foot adopted in connection with the Series 2014 bond issue. Annual assessment includes principal, interest, Bay County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that would appear on November 2024 Bay County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

⁽⁴⁾ The Debt Service Total Assessment represents the balance due as a result of an anticipated OLTR funding shortfall due to a change in distribution calculation. Covers the 38.83% of May and November 2025 payments.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.



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District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines



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Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Solid Waste Removal: The District will incur expenditures related to the removal of garbage and solid waste.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs



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Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Park Recreational Equipment Repairs: Expense related to any recreational equipment repairs needed.

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 6

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PIER PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2024/2025 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, 2024, proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); 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 2024/2025 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: _____, 2024

HOUR: _____

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 21st DAY OF MAY 2024.

ATTEST:

**PIER PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Tab 7

Prepared by and return to:

Joseph A. Brown
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

**FIRST AMENDMENT
TO
AMENDED AND RESTATED
PUBLIC IMPROVEMENT PARTNERSHIP AGREEMENT**

by and among

CITY OF PANAMA CITY BEACH, FLORIDA,

**PANAMA CITY BEACH COMMUNITY REDEVELOPMENT
AGENCY,**

PIER PARK COMMUNITY DEVELOPMENT DISTRICT

and

THE ST. JOE COMPANY

(Pier Park Project)

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED PUBLIC IMPROVEMENT PARTNERSHIP AGREEMENT (the "First Amendment") is made and executed as of February 22, 202~~4~~⁴ (the "Effective Date") by and among the City of Panama City Beach (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Florida (the "State"), the Panama City Beach Community Redevelopment Agency (the "CRA"), a public body corporate and politic under the laws of the State established pursuant to Part III of Chapter 163, *Florida Statutes*, the Pier Park Community Development District (the "CDD"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and The St. Joe Company, a Florida corporation ("St. Joe") and together with the City, the CRA and the CDD, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain *Public Improvement Partnership Agreement* dated September 27, 2001, and recorded in the Official Records of Bay County, Florida, at Book 2072, page 68, as amended and supplemented by that certain *Supplemental Public Improvement Partnership Agreement* dated June 12, 2002, and recorded in the Official Records of Bay County, Florida, at Book 2155, page 404, and that certain *First Amendment to Public Improvement Partnership Agreement (Pier Park Project)* dated January 12, 2009, and recorded in the Official Records of Bay County, Florida, at Book 3134, page 1479 (collectively, the "Original PIPA"); and

WHEREAS, the Parties subsequently entered into that certain *Amended and Restated Public Improvement Partnership Agreement* dated May 21, 2014, and recorded in the Official Records of Bay County, Florida, at Book 3611, Page 308 ("Amended and Restated PIPA"); and

WHEREAS, the Amended and Restated PIPA sets out certain rights and maintenance obligations by and among the Parties relating to the Pier Park Redevelopment Area (defined therein) including, *inter alia*, the maintenance of the Horizontal Infrastructure (defined therein), Park Improvements (defined therein), Beachfront Improvements (defined therein) and Aaron Bessant Festival Grounds (defined therein); and

WHEREAS, the Parties acknowledge and agree that certain efficiencies and benefits may be realized by allowing the City to assume maintenance obligations

that are currently the responsibility of the CDD with regard to Horizontal Infrastructure, Park Improvements, and Beachfront Improvements; and

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

NOW, THEREFORE, in consideration of the mutual premises set forth above and the covenants, obligations, duties and benefits herein set forth, and reliance upon these presents, the Parties agree as follows:

PARAGRAPH 1. The Amended and Restated PIPA is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Paragraph 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Amended and Restated PIPA. All of the remaining provisions remain in full effect and fully enforceable.

PARAGRAPH 2. The Amended and Restated PIPA is hereby amended as follows in underline/strikethrough format:

SECTION 1.02 DEFINITIONS. As used in this Partnership Agreement, the following terms shall have the following meanings, unless the context hereof otherwise requires.

...

"Annual Reinvestment" means the amount calculated as of October 1st of each Fiscal Year equal to the lesser of:

(A) the sum of (1) ~~[RESERVED]the Budgeted Aaron Bessant Maintenance Cost for that Fiscal Year~~, (2) ~~[RESERVED]the Budgeted Beachfront Property Maintenance Cost for that Fiscal Year~~, (3) sixty-one and seventeen-one-hundredths percent (61.17%) of the Debt Service Amount due in that Fiscal Year (4) and sixty-one and seventeen-one- hundredths percent (61.17%) of the

amount by which the interest component of the Debt Service Amount is increased solely as the result of a Determination of Taxability (the "Determination of Taxability Surcharge"), provided always that the sum of the amounts of the forgoing item (3) and this item (4) shall never exceed sixty-one and seventeen-one-hundredths percent (61.17%) of the annual debt service on the Original Debt Obligations as illustrated on **Exhibit K**, ~~and (5) the sum of the principal amounts of Subordinated Notes then outstanding~~, except that this sum shall not be less than the sum of ~~(1) the Tax Increment Revenue transferred by the CRA to the Revenue Fund for that Fiscal Year, (2) the Budgeted Aaron Bessant Maintenance Cost for that Fiscal Year, and (3) the Budgeted Beachfront Property Maintenance Cost for that Fiscal Year~~ (the sole purpose of this exception being to provide, in the event that Tax Increment Revenue exceeds the Debt Service Amount in any Fiscal Year, ~~(i) that the excess will be applied to the earliest possible redemption of the Refunding Debt Obligations as provided in Section 5.03; and (ii) that the Budgeted Aaron Bessant Maintenance Cost and the Budgeted Beach Front Maintenance Cost will be paid from Shared Pier Park Revenue~~); or

(B) the sum of (1) the Tax Increment Revenue projected to be received by the CRA during that Fiscal Year, and (2) the Shared Pier Park Revenue projected to be received during that Fiscal Year, determined and subsequently adjusted as provided in Section 6.03.

...

SECTION 3.06 AARON BESSANT FESTIVAL GROUNDS MAINTENANCE.

(A) The Parties hereby determine and declare as follows:

(1) Proximity of a well-maintained Aaron Bessant Festival Grounds to the CDD will improve the commercial prospects of property located within the CDD.

(2) ~~[RESERVED]The City lacks the necessary resources to ensure maintenance of the Aaron Bessant Festival Grounds in the condition necessary to attract high quality commercial activity to the CDD Property.~~

(3) ~~[RESERVED]The Park Improvements are sufficiently related to the CDD Property to qualify Aaron Bessant Festival Grounds and its internal and access roadways as a project or facility of the CDD, authorizing the imposition of special assessments to fund its maintenance.~~

(4) ~~[RESERVED]Property located within the CDD will derive a special benefit from ensuring maintenance of the Aaron Bessant Festival Grounds in the manner provided in Section 3.06(B) hereof.~~

(B) ~~The CDD City is responsible for maintenance of the Park Improvements (the Park Improvements do not include the and Aaron Bessant Expansion which shall be operated and maintained by the City) and shall make all repairs, renewals and replacements necessary to ensure that the Park Improvement and Aaron Bessant Festival Grounds are maintained in the condition necessary to attract high-quality commercial activity to the CDD; provided however, that the CDD shall not be required to (1) reconstruct the Park Improvements in the event of an uninsurable casualty; or (2) replace trees, shrubs and other landscaping in the event of a weather related casualty if the CDD has taken customary precautions to avoid the loss. In no event shall the Park Improvements or Aaron Bessant Festival Grounds be maintained at a lower standard than the City applies to maintenance of similar facilities. However, immediately following any special event sponsored or permitted by the City, the City shall be responsible for cleaning any portion of the Aaron Bessant Festival Grounds used for the event. The City hereby grants to the CDD a license (which shall be irrevocable during the term hereof) to enter upon the Aaron Bessant~~

~~Festival Grounds to perform the maintenance required by this Partnership Agreement.~~

(C) ~~[RESERVED]The City shall be responsible for operating and maintaining the Aaron Bessant Expansion and paying for the electric, water and sewer services provided to the Aaron Bessant Festival Grounds. The CDD shall be responsible for solid waste removal.~~

(D) ~~[RESERVED]The Aaron Bessant Maintenance Cost shall be payable from proceeds of the Annual Reinvestment, CDD Assessments or other funds of the CDD.~~

...

**SECTION 3.07 BEACHFRONT PROPERTY
MAINTENANCE.**

(A) The Parties hereby determine and declare as follows:

(1) Proper maintenance of the Beachfront Property, including the Beachfront Improvements, will improve the commercial prospects of property located within the CDD.

(2) ~~[RESERVED]The City lacks the necessary resources to ensure maintenance of the Beachfront Property in the condition necessary to attract high quality commercial activity to the CDD.~~

(3) ~~[RESERVED]The Beachfront Improvements are sufficiently related to the CDD Property to qualify the Beachfront Property as a project or facility of the CDD, authorizing the imposition of special assessments to fund its maintenance.~~

(4) ~~[RESERVED]Property located within the CDD will derive a special benefit from ensuring maintenance of the Beachfront Property in the manner provided in Section 3.07(B) hereof.~~

(B) The ~~CDD~~City is responsible for maintenance of the Beachfront Improvements and the other grounds and facilities of the Beachfront Property and shall make all repairs, renewals and replacements (excluding beachfront renourishment), including reconstruction of the Beachfront Improvements in the event of a casualty or other loss, necessary to ensure that the Beachfront Property is maintained in the condition necessary to attract high-quality commercial activity to the CDD. In no event shall the Beachfront Property be maintained at a lower standard than the City then applies to maintenance of similar facilities. ~~However, immediately following any special event sponsored or permitted by the City, the City shall be responsible for cleaning any portion of the Beachfront Property used for the event. The Public Restrooms shall be open to the public (except for routine maintenance) whenever the Russell Fields Pier is open. The City hereby grants to the CDD a license (which shall be irrevocable during the term hereof) to enter upon the Beachfront Property (other than the Pier Access Control Station and the Retail Building and any portion of the Concession Deck which the City may be currently leasing to a private party) to perform the maintenance required by this Partnership Agreement. The CDD shall be responsible for the payment of all utilities provided to the Beachfront Improvements (excluding the Pier Access Control Station and Retail Building), including but not limited to electricity, water, sewer and solid waste removal.~~

(C) The City shall be responsible for operating and maintaining the Pier Access Control Station, the Retail Building, and the Russell-Fields Pier (both within and beyond the Beachfront Property), including the bait station and other related facilities located on the Russell-Fields Pier. The City shall provide lifeguard services for the Beachfront Property to the same extent such services are provided by the City for other public, City gulf beaches, if any. The City shall be responsible for the payment of all utilities provided to the Russell-Fields Pier (including the Pier Access Control Station and Retail Building), including but not limited to electricity, water, sewer and solid waste removal.

~~(D) The Beachfront Property Maintenance Cost shall be payable from proceeds of the Annual Reinvestment, CDD Assessments or other funds of the CDD.~~

SECTION 3.08 CDD ASSESSMENTS.

(A) The CDD is required by Section 3.05(D), ~~3.06(D) and 3.07(D)~~ hereof to fund the cost of maintaining the Horizontal Infrastructure (other than certain ~~utility~~ infrastructure described in Section 3.05(B), which shall be maintained by the City), ~~the Park Improvements (excluding the Aaron Bessant Expansion) and the Beachfront Improvements~~ all from the proceeds of the CDD Assessments or other funds of the CDD Annual Reinvestment (except that no portion of the Annual Reinvestment shall be used to pay the cost of maintaining the Horizontal Infrastructure and Tax Increment Revenue is restricted to paying principal and interest on the Refunding Debt Obligations), ~~CDD Assessments or other funds of the CDD.~~

(B) If the Tax Increment Revenue paid for the benefit of the CDD in any Fiscal Year, plus interest earnings thereon, are not sufficient to timely pay the Debt Service Amount for that Fiscal Year, or if the remaining Annual Reinvestment paid to the CDD in any Fiscal Year, plus the interest earnings thereon, are not sufficient to pay the sum of the remaining balance of the Debt Service Amount, if any, ~~the Aaron Bessant Maintenance Cost and the Beachfront Property Maintenance Cost for that Fiscal Year,~~ the CDD shall be required to impose and collect CDD Assessments in an aggregate amount sufficient to fund the shortfall.

(C) The CDD shall also be required to impose and collect CDD Assessments as specified in Section 4.01(A).

...

SECTION 3.10 MAINTENANCE COST AND CASUALTY LOSSES.

[RESERVED]~~(A) Aaron Bessant Maintenance Cost and Beachfront Property Maintenance Cost shall include the annual premium expense of casualty insurance for those of the Park~~

~~Improvements and Beachfront Improvements, respectively, which are insurable. Upon request of the CDD, the City shall use reasonable efforts to procure such insurance upon such terms and conditions as the City and the CDD may agree.~~

~~(B) The CDD's obligation to maintain, repair, renew and replace the Concession Deck shall not include the horizontal, structural concrete slab flooring system or the horizontal flooring and joint system, as applicable, of the Pier Access Control Station, the Retail Building and any portion of the Concession Deck which the City may be then leasing to a private party or which the City may have previously leased to a private party whose use materially contributed to the need addressed.~~

~~(C) Aaron Bessant Maintenance Cost and Beachfront Property Maintenance Cost shall include the capital cost incurred by the CDD under Sections 3.06(B) and 3.07(B) to renew, replace or reconstruct in whole or in part, the Park Improvements/Aaron Bessant Festival Grounds and the Beachfront Improvements, respectively, (herein "Capital Cost"), provided that if such Capital Cost shall cause the Annual Reinvestment to be increased in any Fiscal Year by an amount exceeding twenty percent (20%) of the amount determined by deducting the Tax Increment Revenue for the preceding Fiscal Year from the Annual Reinvestment for the preceding Fiscal Year, the CDD shall use its best efforts to finance the Capital Cost at prevailing market terms and conditions in level installments of combined principal and interest (each a "Capital Cost Debt Service Amount") maturing concurrently with installments of principal and interest due upon the Refunding Debt Obligations over the remainder of the term of the Partnership Agreement and secured by pledge of the Annual Reinvestment, unless the City shall release in writing the CDD from such good faith efforts. The Capital Cost Debt Service Amount shall become part of the Debt Service Amount.~~

~~(D) Notwithstanding the foregoing, the Capital Cost shall not include any cost which the CDD may incur under Section 3.06(B) to replace trees, shrubs and other landscaping in the event of a weather-related casualty where the CDD failed to take customary precautions to avoid the loss.~~

...

SECTION 6.03 ANNUAL REINVESTMENT

(A) The Annual Reinvestment will be made as follows for each Fiscal Year in which it is due: After the actual amount of the Tax Increment Revenue received by the CRA is known and transferred into the Revenue Fund in January of each Fiscal Year, the City shall on or before the thirty-first (31st) day of January of each Fiscal Year pay to the CDD the amount of the Pier Park Occupational License Tax Revenue required to ensure the Annual Reinvestment for the current Fiscal Year has been paid in full (the intent of the forgoing being to ensure the CDD receives no less than 61.17% of the Debt Service Amount due for the Fiscal Year from Tax Increment Revenue and Pier Park Occupational License Tax Revenue). ~~On or before the tenth (10th) day of each November, and the tenth (10th) day of each consecutive month thereafter, the City shall pay to the CDD the amount of the Pier Park Occupational License Tax Revenue received during the preceding month, or so much thereof as may be required until the actual (when known) or projected Annual Reinvestment for the current Fiscal Year has been paid in full.~~

(B) [RESERVED]. ~~For each Fiscal Year in which Annual Reinvestment will be due:~~

~~(1) — Each September 1st, the CDD shall notify the City in writing the amounts of the Aaron Bessant Maintenance Cost and the Beachfront Maintenance Cost budgeted by the CDD for the next Fiscal Year to be used in the computation of Annual Reinvestment for the next Fiscal Year, and the City shall have ten (10) days after the City Manager or his/her designee acknowledge in writing receipt of such notice (which acknowledgement shall not be withheld or delayed) within which to notify the CDD in writing that it objects to any budgeted amount. Absent timely objection, the budgeted amount shall be used. If a timely objection is made, and the CDD and the City cannot agree upon a budgeted amount within fourteen (14) days after the objection is made, then the amount used shall be the lesser of the CDD's budgeted amount or the~~

~~actual amount expended by the CDD for the respective maintenance cost during the immediately preceding Fiscal Year and either party may proceed with dispute resolution specified in Section 7.04.~~

~~(2) — On or before October 1st of the Fiscal Year, the City shall notify the CDD in writing the amounts of Tax Increment Revenue and Shared Pier Park Revenue projected to be collected in that Fiscal Year, and the CDD shall have ten (10) days after the CDD Manager or his/her designee acknowledge in writing receipt of such notice (which acknowledgement shall not be withheld or delayed) within which to notify the City in writing that it objects to any projected amount. Absent timely objection, the projections shall be used. If a timely objection is made, and the CDD and the City cannot agree upon a projected amount within fourteen (14) days after the objection is made, then the projection shall be the greater of the City's projection or ninety five percent (95%) of the actual amount collected during the preceding Fiscal Year and either party may proceed with dispute resolution specified in Section 7.04.~~

~~(3) — When the actual amount of the Tax Increment Revenue received by the CRA and transferred into the Revenue Fund that Fiscal Year is known, the amount of the Annual Reinvestment for that Fiscal Year shall be adjusted to reflect the known amount of Tax Increment Revenue transferred in that Fiscal Year.~~

~~(4) — Monthly payments by the City to the CDD shall cease when the Annual Reinvestment amount calculated on October 1st of that Fiscal Year (less the projected amount or actual amount of Tax Increment Revenue to be transferred or which was transferred in January of that Fiscal Year, depending upon when the computation is made) is paid. When Annual Reinvestment is based upon Shared Pier Park Revenue, within thirty (30) days after the actual amount of Pier Park Occupational License Tax Revenue collected during the Fiscal Year, and therefore the Shared Pier Park Revenue for the Fiscal Year, is known and reflected in the City's final, Fiscal Year end~~

~~books and records, the City and the CDD shall, by payment one to the other, true up the Annual Reinvestment paid against the actual amount due if different.~~

(C) [RESERVED].~~The portion of Annual Reinvestment received by the CDD (Tax Increment Revenue being paid directly to the Trustee for the Revenue Fund, not to the CDD) for any Fiscal Year shall be applied by the CDD in the following order of priority: (1) payment of the Aaron Bessant Maintenance Cost for such Fiscal Year, (2) payment of the Beachfront Property Maintenance Cost for such Fiscal Year, (3) payment of the Debt Service Amount becoming due in such Fiscal Year, and (4) payment of any Subordinated Notes then outstanding and according to their respective terms.~~

...

SECTION 7.02 TERM OF AGREEMENT.

...

(B) The Parties acknowledge that upon termination of this Partnership Agreement, the City shall be required to assume the responsibility for maintaining the ~~Aaron Bessant Festival Grounds, the Beachfront Property and the~~ Public Improvements to be maintained by the CDD hereunder (other than the CDD Stormwater Facilities, which shall be maintained by the Pier Park Owners' Association) and that the Shared Pier Park Revenue shall become available for any lawful purpose, including such maintenance. If the Refunding Debt Obligations will be retired prior to their stated date of maturity, the CDD agrees to notify the City at least ninety (90) days prior to the beginning of the Fiscal Year in which the Refunding Debt Obligations will be retired to allow time for the City to plan and budget for maintenance of the Aaron Bessant Festival Grounds, the Beachfront Property and the Public Improvements (other than the CDD Stormwater Facilities).

PARAGRAPH 3. To manage the transition of maintenance responsibility and Annual Reinvestment funding contemplated by this First Amendment, the parties agree that upon full execution of this First Amendment the City will proceed in due course to arrange for maintenance of the Beachfront Improvements and Park Improvements. The CDD will simultaneously proceed in due course to terminate or amend contracts or agreements it has in place as necessary to eliminate the CDD's maintenance activities related to the Beachfront Improvements and Park Improvements. The CDD and City will cooperate in good faith to ensure that there is no lapse in necessary maintenance of the Beachfront Improvements and Park Improvements. The CDD will thereafter provide notice to the City after the CDD has paid all Aaron Bessant Maintenance Costs and Beachfront Property Maintenance Costs incurred under the First Amendment or as incurred in connection with the transition of maintenance responsibility and Annual Reinvestment funding contemplated herein. Upon receipt of such notice, the City shall adjust calculation of the Annual Reinvestment for the Fiscal Year in which this transition occurs to reflect the known Aaron Bessant Maintenance Costs and Beachfront Property Maintenance Costs incurred by the CDD for the Fiscal Year, and to determine any true-up due pursuant to the Amended and Restated PIPA. Thereafter, the Annual Reinvestment shall be calculated as contemplated in Section 6.03 of the Amended and Restated PIPA as amended by this First Amendment in Paragraph 2, above.

PARAGRAPH 4. All other terms of the Amended and Restated PIPA shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Amended and Restated PIPA on the day and year first written above.

[Signatures on pages following.]

IN WITNESS WHEREAS, the City Council of the City of Panama City Beach, Florida, has caused this First Amendment to the Amended and Restated PIPA to be executed and delivered as of the date first above written.

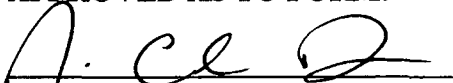
CITY OF PANAMA CITY BEACH, FLORIDA

By: 
Drew Whitman, City Manager

ATTEST:


Lynne Fasone, City Clerk

APPROVED AS TO FORM:


Cole Davis, City Attorney

**STATE OF FLORIDA
COUNTY OF BAY**

The foregoing instrument was acknowledged before me by Drew Whitman as City Manager, of the City of Panama City Beach, Florida. Each person is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 22 day of February, 2024.

Notary Public
State of Florida
My commission expires 02/22/2025

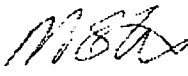




Lynne Fasone
Notary Public
State of Florida
Comm# HH096235
Expires 2/22/2025

IN WITNESS WHEREOF, the Panama City Beach City Council, ex officio as the Governing Body of the Panama City Beach Community Redevelopment Agency has caused this First Amendment to the Amended and Restated PIPA to be executed and delivered as of the date first above written.

**PANAMA CITY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**STATE OF FLORIDA
COUNTY OF BAY**

The foregoing instrument was acknowledged before me by Mark Sheldon for the Panama City Beach Redevelopment Agency. Each person is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 22nd day of February, 2024.



Notary Public
State of Florida
My commission expires 02/22/2025



Lynne Fasone
Notary Public
State of Florida
Comm# HH096235
Expires 2/22/2025

IN WITNESS WHEREOF, the Board of Supervisors of the Pier Park Community Development District has caused this First Amendment to the Amended and Restated PIPA to be executed and delivered as of the date first above written.

**PIER PARK COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____

Chris Tilley
Chairman, Board of Supervisors

ATTEST:

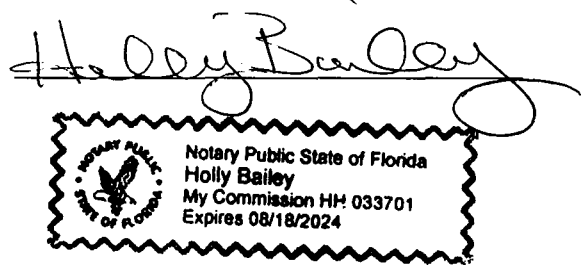
Secretary

**STATE OF FLORIDA
COUNTY OF BAY**

The foregoing instrument was acknowledged before me by Chris Tilley as Chairman and Secretary of the Pier Park Community Development District Board of Supervisors, respectively. Each person is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 18th day of April, 2024.

Notary Public
State of Florida
My commission expires 01/18/2024



IN WITNESS WHEREOF, The St. Joe Company has caused this First Amendment to the Amended and Restated PIPA to be executed and delivered as of the day and year first above written.

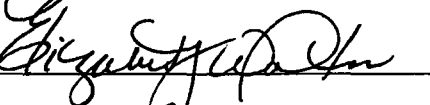
THE ST. JOE COMPANY

By: 

Printed Name: Mark Bakun

Title: EVP + CFO

ATTEST:

By: 

Printed Name: ELIZABETH J. WALTERS

STATE OF FLORIDA

COUNTY OF Bay

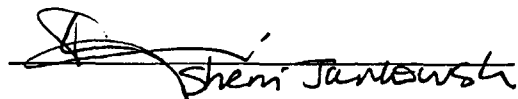
The foregoing instrument was acknowledged before me by Mark Bakun as EVP + CFO of The St. Joe Company, a Florida corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) and did (did not) take an oath.

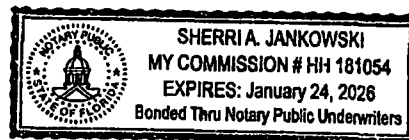
WITNESS my hand and official seal, this 6th day of May, 2024.

Notary Public

State of Florida

My commission expires 1-24-26





Tab 8

**AGREEMENT BETWEEN PIER PARK COMMUNITY DEVELOPMENT DISTRICT
AND SIMON MANAGEMENT ASSOCIATES, LLC FOR
PROPERTY MANAGEMENT SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 21st day of May, 2024, by and between:

PIER PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Bay County, Florida, and whose mailing address is 120 Richard Jackson Blvd. Suite 220, Panama City Beach, Florida 3240 (“**District**”); and

SIMON MANAGEMENT ASSOCIATES, LLC a Delaware limited liability company, whose mailing address is 225 W. Washing Street, Indianapolis, Indiana 46204 (“**Manager**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns or is obligated to maintain various systems, facilities and infrastructure (“**Improvements**”) located within the District as described in **Attachment 1**; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, Manager is a Delaware limited liability company, a corporate subsidiary or affiliate of the major private property owner operating and maintaining various improvements and facilities in close proximity to the District's Improvements; and

WHEREAS, Manager represents that it is qualified, through its officers, employees, contractors and affiliates, to manage the District’s Improvements and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. MANAGER'S OBLIGATION.

A. *Specific Duties.* Manager shall be responsible for management, operation, and maintenance of the District's Improvements in an efficient, lawful, and satisfactory manner, as further described herein.

B. *General Duties.* Manager will provide onsite property management services, including management and oversight of all contractors providing services including landscape, hardscape, stormwater/pond, and irrigation maintenance. Manager shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall monitor and manage all utility accounts including water, wastewater, and electric utility accounts. Manager shall provide any needed miscellaneous property management services as necessary to ensure the District's Improvements are operating and adequately maintained. Manager shall obtain a minimum of three (3) bids for any outside contractual services to be secured. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. *Inspection.* Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. *Investigation and Report of Accidents/Claims.* Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District

Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property.

F. *Adherence to District Rules, Regulations and Policies.* To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the sum of \$_____ annually for the provision of property management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

A. The term of this Agreement shall commence as of the date first written above and shall terminate _____, 202__, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any

such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Attachment 2**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, 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 Manager, 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 Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Manager as jointly liable parties; however, Manager shall indemnify the District for any and all percentage of fault attributable to Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Manager 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. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, 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), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, 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 Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. 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.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement. This Agreement supersedes and replaces any prior agreement between the parties.

SECTION 13. 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 Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. 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 District: | Pier Park Community Development District
120 Richard Jackson Blvd., Suite 220
Panama City Beach, Florida 32407
Attn: District Manager |
| With a copy to: | Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel |
| B. If to the Manager: | Simon Property Group, L.P.
225 W. Washington Street
Indianapolis, Indiana 46204
Attn: _____ |

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 Manager may deliver Notice on behalf of the District and the Manager. 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.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

SECTION 17. 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. Venue shall be in Bay County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Holly Bailey** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager 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 the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager'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 the Manager, the Manager 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 THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-334-9055, hbailey@rizzetta.com, 120 RICHARD JACKSON BLVD., SUITE 220, PANAMA CITY, FLORIDA 32407.

SECTION 19. 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.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager 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.

**PIER PARK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

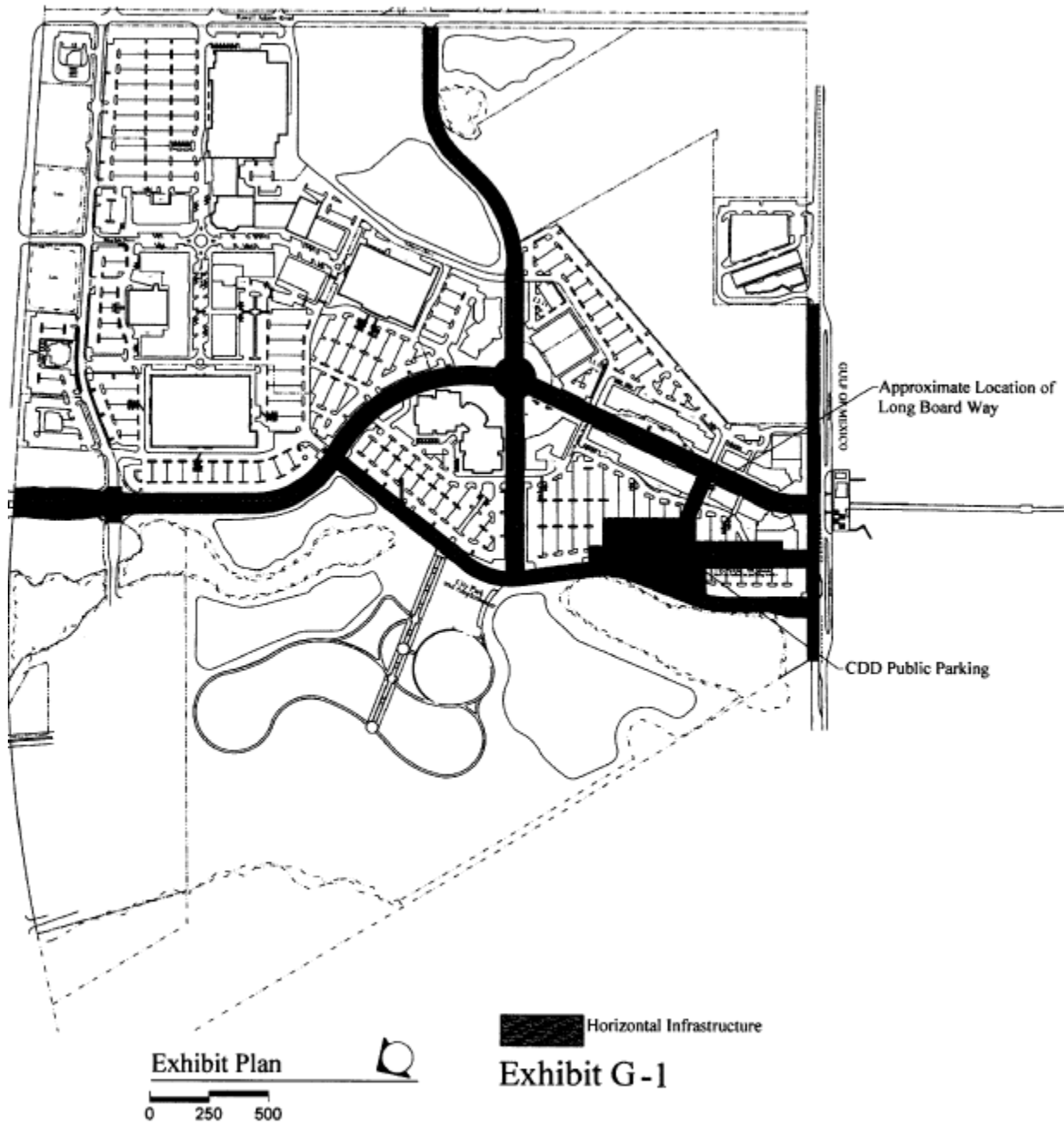
SIMON MANAGEMENT ASSOCIATES, LLC

Witness

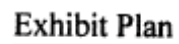
By: _____
Its: _____

Attachment 1: District Improvements
Attachment 2: Insurance

ATTACHMENT 1



ATTACHMENT 1 (continued)



A horizontal scale bar with vertical tick marks at 0, 250, and 500 meters.

 Stormwater Ponds

Exhibit G-2

ATTACHMENT 1 (continued)

Exhibit G

Description of Horizontal Infrastructure

ROAD IMPROVEMENTS: Road improvements include the following: clearing & grubbing; grading (including cost of imported fill, if any); storm drainage inlets, piping, manholes, and end sections; road sub-base (stabilization); base; asphalt wearing surface; curb; median separators; pavement markings; regulatory signage; roadway lighting; landscape and irrigation of ROW (including median areas); and sidewalk. The locations of road sections improved or constructed are generally depicted in attached Exhibit G-1 and include:

- A) Front Beach Road - Improvements to existing road in order to accommodate new intersection with Pier Park Drive, which does not include any improvements constructed as part of the Beachfront Improvements, including the Paving Improvements and Pedestrian Walkway.
- B) Pier Park Drive – North-south road leading from Back Beach Road (Highway 98) to Front Beach Road..
- C) L.C. Hilton Jr. Drive (East) - East-west road leading from Powell Adams Road to Pier Park Drive.
- D) L.C. Hilton Jr. Drive (West) – East-west road leading from Pier Park Drive to West Park Drive and providing access to parking lots.
- E) Long Board Way – East-west road leading from Pier Park Drive to West Park Drive located south of L.C. Hilton Jr. Drive (West) and providing access to parking lots, including CDD Public Parking.
- F) West Park Drive - A two-lane road extending from Pier Park Drive to Front Beach Road along the east edge of the Aaron Bessant Festival Grounds.
- G) Traffic and Pedestrian Signal - Front Beach Road - A three-way mast-armed traffic signal and pedestrian signals at the intersection of Pier Park Drive and Front Beach Road.
- H) Traffic Signal Back Beach Road (Highway 98) - A four-way mast-armed signal at the intersection of Pier Park Drive and Back Beach Road.
- I) And all other similar improvements acquired, constructed, or replaced by the CDD within any public right-of-way within the Pier Park Redevelopment Area lying east of the west boundary of West Park Drive.

STORM DRAINAGE: The locations of stormwater ponds improved or constructed are generally depicted in attached Exhibit G-2 and include:

- A) Stormwater Pond 1 - Wet bottom pond in the southwest corner of the Aaron Bessant Festival Grounds and associated embankment stabilization, landscaping, aeration equipment, outfall pipe, end sections, and control structures.
- B) Stormwater Pond 2B – Wet bottom pond immediately west of the intersection of Pier Park Drive and West Park Drive and associated embankment stabilization, landscaping, aeration equipment, outfall pipe, end sections, and control structures.
- C) Stormwater Pond 2A - Wet bottom pond immediately west of Pond 2B and associated embankment stabilization, landscaping, aeration equipment, outfall pipe, end sections and control structures.

ATTACHMENT 1 (continued)

- D) Stormwater Pond 3A - Wet bottom pond adjacent to the north side of L.C. Hilton Drive in-between Powell Adams Road and Pier Park Drive and associated embankment stabilization, landscaping, aeration equipment, outfall pipe, end sections and control structures.
- E) Stormwater Pond 3B – Wet bottom pond located at the south-west corner of L.C. Hilton Drive and Powell Adams Road and associated embankment stabilization, landscaping, aeration equipment, outfall pipe, end sections and control structures.
- F) Stormwater Ponds 3D East and 3D West – Wet bottom ponds located adjacent to each other on the south side of Back Beach Road (Highway 98) and associated embankment stabilization, landscaping, aeration equipment, outfall pipe, end sections, control structures, and a connecting pipe located along that certain roadway running generally northeast-southwest from Ponds 3D East and 3D West and connecting to Pond 3A.
- G) And all other similar stormwater management devices and improvements associated with or connecting the ponds and appurtenances listed above and acquired, constructed, or replaced by the CDD.

UTILITIES: Utilities includes utility mains and associated fittings running generally in the rights-of-way of Pier Park Drive, West Park Drive, L.C. Hilton Jr. Drive, and Long Board Way. No utility laterals servicing private buildings are included.

- A) Sanitary Sewer -Forcemain, gravity pipes and fittings, and structures.
- B) Sanitary Sewer- Lift Stations.
- C) Potable Water- All main lines, gate valves and other appurtenances associated with the water mains. Includes the costs of fire hydrant assemblies but not backflow preventors, which are the responsibility of the private developers.
- D) Site Electrical- Underground ductbank that are not covered by the utility provider.
- E) Telecommunications - Underground phone and CATV lines that are not covered by the local utility providers.
- F) Natural Gas - Gas main along the length of Pier Park Drive to the extent not covered by the service provider.
- G) Reclaimed Water - All main lines and appurtenances up to customer meters.

PUBLIC AREA HARDSCAPE AND LANDSCAPE

- A) Signage/Entry Features - Major entry signage on Pier Park Drive at the intersections with Front Beach Road and Back Beach Road (Highway 98).
- B) Site Furniture - Benches, trash receptacles, bike racks, street art (statues, etc.) and other similar appurtenances located along Pier Park Drive.
- C) And all other similar features and furniture acquired, constructed, or replaced by the CDD within any public property within the Pier Park Redevelopment Area and lying east of the west boundary of West Park Drive.

CDD PUBLIC PARKING: Parking spaces constructed on the CDD Property to complete the 500 Beachfront Public Parking spaces (the CDD Public Parking).

NOTE – Utilities are maintained by City of Panama City Beach, or others.

ATTACHMENT 2

- i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- ii. Commercial General Liability Insurance with limits of \$1,000,000(one million dollars) applicable to bodily injury, sickness, or death in anyone occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.
- iii. Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).
- iv. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

Tab 9



**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@bayvotesfl.gov
www.bayvotesfl.gov



April 16, 2024

Holly Bailey
District Manager
Pier Park Community Development District
Via Email: hbailey@rizzetta.com

Dear Ms. Bailey:

The total number of registered voters in the Pier Park Development District as of April 15, 2024 is zero.

Respectfully,

A handwritten signature in blue ink, appearing to be "Mark Andersen", written over a large, stylized blue oval.

Mark Andersen
Supervisor of Elections, Bay County