

New Port -Tampa Bay Community Development District

12051 Corporate Boulevard Orlando, FL 32817

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The regular meeting of the Board of Supervisors of the New Port Tampa Bay Community Development District will be held **Thursday, April 15, 2021 at 11:00 a.m. at 1510 W. Cleveland Street, Tampa, Florida, 33606**. The following is the agenda for this meeting.

Call in number: 1-844-621-3956 (New)

Passcode: 790 393 986 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- **Call to Order**
- **Roll Call**
- **Public Comment Period** [*for any members of the public desiring to speak on any proposition before the Board*]

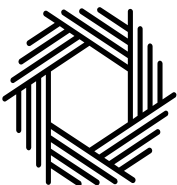
General Business Matters

1. **Consideration of the January 21, 2021 Board of Supervisors' Meeting Minutes**
2. **Consideration of Resolution 2021-05, Ratifying the Sale of the Series 2021 Bonds** (*provided under separate cover*)
3. **Consideration of Disclosure of Public Financing** (*provided under separate cover*)
4. **Consideration of Resolution 2021-06, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date** [*Suggested Date, July 15, 2021*]
5. **Consideration of Marina Pointe Tri-Party Agreement**
6. **Consideration of Floating Dock License Agreement** (*provided under separate cover*)
7. **Ratification of Requisition No. 1**
8. **Ratification/Consideration of Payment Authorizations FY2021-52 – FY2021-58**
9. **Improvements Payment Authorization Nos. 197 - 202**
10. **Review of District Financial Position**

Other Business

- **Staff Reports**
 - District Counsel
 - District Engineer
 - District Manager
- **Audience Comments**
- **Supervisors Requests**

Adjournment



pfm

**New Port Tampa Bay
Community Development District**

Minutes

MINUTES OF MEETING

**NEW PORT - TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

**Thursday, January 21, 2021 at 11:02AM
1510 W. Cleveland Street,
Tampa, Florida, 33606.**

Board Members in attendance:

Kevin Mays	Vice Chairman
Britney Mroczkowski	Assistant Secretary
Scott Andersen	Assistant Secretary

Also present:

Jane Gaarlandt	District Manager- PFM Group Consulting, LLC	
Christina Hanna	PFM Group Consulting, LLC	(via phone)
Vivek Babbar	District Counsel- Straley Robin Vericker	
Lauren Gentry	Hopping Green and Sams	(via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

There were no members of the public present this time.

**Swearing in Newly Elected Board
Member Scott Anderson**

Mr. Andersen was administered the oath of office prior to the start of the Board Meeting.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the October 15,
2020 Board of Supervisors'
Meeting and the November 19,
2020 Landowners Meeting Minutes**

The Board reviewed the minutes. Mr. Andersen provided edits.

On MOTION by Mr. Mays, seconded by Ms. Mroczkowski, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District approved the Minutes of the October 15.2020 Board of Supervisors' meeting and the November 19, 2020 Landowners' meeting, as amended.

Consideration of Resolution 2021-02, Canvassing and Certifying the Results of the Landowners' Election

Mr. Andersen was elected with 28 votes and will serve a 4-year term.

On MOTION by Mr. Mays, seconded by Ms. Mroczkowski, with all in favor, the Board of Supervisors' for the New Port - Tampa Bay Community Development District approved Resolution 2021-02, Canvassing and Certifying the Results of the Landowners' Election

Consideration of Resolution 2021-03, Electing of District Officers

The current slate of officers is as follows, Mr. Breakstone as Chair, Mr. Mays as Vice-Chair, and the remaining Board as Assistant Secretaries. Ms. Glasgow as Treasurer and Ms. Lane as Assistant Treasurer. Ms. Gaarlandt requested the Board add her as Secretary and Ms. Hanna as Assistant Secretary.

On MOTION by Mr. Mays, seconded by Ms. Mroczkowski,, with all in favor, the Board of Supervisors' for the New Port - Tampa Bay Community Development approved Resolution 20212-03, Election of Officers, as follows, Mr. Breakstone as Chair, Mr. Mays as Vice-Chair, Ms. Gaarlandt as Secretary, Ms. Hanna and the remaining Board as Assistant Secretaries. Ms. Glasgow as Treasurer and Ms. Lane as Assistant Treasurer.

Consideration of Resolution 2021-04, Declaring Vacancies in Seats 1 and 3

Mr. Babbar explained this is a standard resolution when Districts have vacancies on their Board which were up for the General Election. The incumbent Board Members are holdover until a qualified elector is appointed to these seats.

On MOTION by Ms. Mroczkowski, seconded by Mr. Andersen, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District approved Resolution 2021-04, Declaring Vacancies in Seat 1 and 3.

Consideration of Statutory E-Verify Requirements, Memorandum of Understanding

Mr. Babbar reviewed the Everify requirements and Memorandum of Understanding.

On MOTION by Mr. Mays, seconded by Ms. Mroczkowski, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District approved Statutory E-Verify Requirements, Memorandum of Understanding

Ratification of Common Area Property and Infrastructure Conveyance documents
a) **Special Warranty Deed**
b) **Bill of Sale**

Mr. Babbar presented the common area property and Infrastructure conveyance documents. A Developer Acquisition Agreement and Advance Funding Agreement in place to make sure those infrastructure improvements do get captured for when the District issues the Bond in the near future. It has already been conveyed and executed and just needs to be ratified by the Board.

On MOTION by Mr. Mays, seconded by Mr. Andersen, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District ratified Common Area Property and Infrastructure Conveyance documents.

Ratification of Development Acquisition and Advanced Funding Agreement

Mr. Babbar presented Development Acquisition and Advanced Funding Agreement.

On MOTION by Mr. Mays, seconded by Ms. Mroczkowski, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District ratified Development Acquisition and Advanced Funding Agreement

**Ratification/Consideration of
Payment Authorizations FY2020-
43 and FY2021-44 – FY2021-51**

The Board reviewed the Payment Authorizations FY2020-43 and FY2021-44 – FY2021-51.

On MOTION by Mr. Mays, seconded by Mr. Andersen, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District ratified Payment Authorizations FY2020-43 and FY2021-44 – FY2021-51.

**Ratification/Consideration of
Westshore Marina District Phase 1
Master Infrastructure
Improvements Payment
Authorization Nos. 189 - 196**

The Board reviewed the Payment Authorizations.

On MOTION by Mr. Andersen, seconded by Ms. Mroczkowski, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District ratified Westshore Marina District Phase 1 Master Infrastructure Improvements Payment Authorizations Nos. 189 – 196.

**Review of District Financial
Position**

The Board reviewed the Financials Statements through December 31, 2020. No action was required at this time.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Mr. Babbar explained the Board previously authorized District staff to work with various grant agencies to apply for and obtain grant money to fund some of the public improvement. He presented a scope of work which in an Agreement with FMUC in substantial form. He requested approval in substantial form authorizing the Chair or Vice-Chair to execute subject to final approval consultation with District staff.

On MOTION by Mr. Mays, seconded by Ms. Mroczkowski, with all in favor, the Board of Supervisors' for the New Port -Tampa Bay Community Development District approved the Scope of Work Agreement with FMUC in substantial form authorizing Mr. Andersen to execute subject to final approval consultation with District staff.

He is working on the Bond Issuance and anticipates getting priced at the end of the week and close in February. He is monitoring the legislative cycle and will provide updates to the Board.

District Engineer – Not Present.

District Manager – No Report

Supervisor Requests and Audience Comments

There were no Supervisor requests and there were no members of the public present.

FOURTH ORDER OF BUSINESS

Adjournment

There was no other business to discuss, Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Ms. Mroczkowski, seconded by Mr. Mays, with all in favor, the January 21, 2021 Board of Supervisors Meeting for the New Port - Tampa Bay Community Development District was adjourned at 11:14AM

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

**New Port Tampa Bay
Community Development District**

Resolution 2021-05

(provided under separate cover)

**New Port Tampa Bay
Community Development District**

Disclosure of Public Financing

(provided under separate cover)

**New Port Tampa Bay
Community Development District**

Resolution 2021-06

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW PORT - TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 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 New Port - Tampa Bay Community Development District (“**District**”) prior to June 15, 2021, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); 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 NEW PORT - TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 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:	July 15, 2021
HOUR:	11:00 a.m.
LOCATION:	1510 W. Cleveland Street Tampa, Florida, 33606

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Tampa and Hillsborough County 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 15TH DAY OF APRIL, 2021.

Attest:

**NEW PORT - TAMPA BAY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair of the Board of Supervisors

Exhibit A: FY 2021/2022 Proposed Budget

EXHIBIT A
 New-Port Tampa Bay Community Development District
 Proposed Fiscal Year 2022 Annual Operations & Maintenance Budget

	Actual Through 3/31/21	Anticipated Mar - Sept.	Anticipated FY 2021 Total	FY 2021 Adopted Budget	FY 2022 Proposed Budget
Revenues					
On-Roll Assessments	\$68,704.31	\$0.00	\$68,704.31	\$67,100.00	\$81,105.00
Other Income	0.00	0.00	0.00	0.00	0.00
Net Revenues	\$68,704.31	\$0.00	\$68,704.31	\$67,100.00	\$81,105.00
General & Administrative Expenses					
Public Officials' Liability Insurance	\$2,363.00	\$0.00	\$2,363.00	\$2,475.00	\$2,600.00
General Insurance	2,888.00	0.00	2,888.00	5,800.00	8,000.00
Bond Trustee Services	0.00	0.00	0.00	8,000.00	8,000.00
District Management Fees	6,250.02	6,249.98	12,500.00	12,500.00	15,000.00
Assessment Administration	2,500.00	0.00	2,500.00	2,500.00	10,000.00
Reamortization Schedule	0.00	0.00	0.00	500.00	500.00
Dissemination	0.00	0.00	0.00	5,000.00	5,000.00
Engineering Fees	0.00	0.00	0.00	5,000.00	5,000.00
District Counsel	8,770.58	6,229.42	15,000.00	15,000.00	15,000.00
Audit Fees	0.00	5,000.00	5,000.00	5,000.00	5,000.00
Legal Advertising	1,064.06	0.00	1,064.06	1,000.00	2,500.00
Website Maintenance Fee	900.00	1,500.00	2,400.00	2,400.00	2,580.00
Miscellaneous Charges	17.29	0.00	17.29	1,425.00	1,425.00
Dues, Licenses & Fees	175.00	0.00	175.00	500.00	500.00
Total General & Administrative Expenses	\$24,927.95	\$18,979.40	\$43,907.35	\$67,100.00	\$81,105.00

Budget Item Description

Revenues:

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

Administrative Expenditures:

Public Officials’ Liability (POL) Insurance

Supervisors’ and Officers’ liability insurance.

General Insurance

General liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

Engineering Fees

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 invoices, and all other engineering services as requested by the District throughout the year.

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 as requested by the District throughout the year.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

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 monthly meetings, special meetings, and public hearings for the District.

Website Maintenance

Website maintenance fee.

Miscellaneous Charges

Other expenses incurred throughout the year.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

**New Port Tampa Bay
Community Development District**

Marina Pointe Tri-Party Agreement

Marina Pointe Tri-Party Agreement

This Marina Pointe Tri-Party Agreement (this “**Agreement**”) is made and entered into by the **City of Tampa** (the “**City**”), a municipality organized and existing under the laws of the State of Florida, the **New Port - Tampa Bay Community Development District** (the “**District**”), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and **Marina Pointe East Developer, LLC** (together with its successors and assigns “**Developer**”), a Delaware limited liability company, (collectively, the “**Parties**”).

Background and Purpose

WHEREAS, the District and Developer (or one of Developer’s affiliated entities), own 100% of the 8.533 acre property (the “**Property**”) on the peninsula located within the District as more particularly described in the plat of MARINA POINTE (the “**Marina Pointe Plat**”), recorded in Plat Book 137 Pages 229-233 of the Public Records of Hillsborough County, Florida;

WHEREAS, City Resolution 2020-164, which among other things, approved the Marina Pointe Plat with certain conditions and authorized the execution of an associated subdivision agreement (the “**Subdivision Agreement**”) between the City and New Port Tampa CDD Holdings, LLC, as the subdivider, and remains valid, binding, and in effect;

WHEREAS, pursuant to City Ordinance 2008-20 adopted by the City Council on February 7, 2008, certain zoning conditions (the “**Zoning Conditions**”) relating, among others, to construction and development of the public improvements described therein, are required to be completed prior to the issuance of certificates of occupancy by the City;

WHEREAS, the City desires that Developer and the District construct the public improvements required by the Zoning Conditions;

WHEREAS, District and Developer plan to construct and develop the improvements required by the Zoning Conditions in one or more phases, as permitted therein, to facilitate redevelopment of the Property for residential, commercial, office, and hospitality uses within the District, and in connection therewith, intend to file multiple plats corresponding to the phased development on the Property;

WHEREAS, the District and Developer will be submitting construction engineering designs, specifications, plans, permits, applications, studies, surveys and other such maps and documents, for the final phase of the development, known as “Westshore Marina District”, within the District (“**Phase III**”), to the City for final approval and issuance of infrastructure construction permits in one or more subphases;

WHEREAS, the Parties are in agreement the plans and specifications to be agreed upon in the future shall define the nature and scope of the Phase III improvements (the “**Improvements**”), which have been certified to and accepted by the City to cost approximately \$8,592,956.85 (the “**Cost of Improvements**”), to be constructed in within the Property, all as finally approved by the City;

WHEREAS, the City requires a performance security to cover 125% of the Cost of Improvements, which equates to \$10,741,196.06 (the “**125% Security Requirement**”)

WHEREAS, the District is a local unit of special purpose government established in August 2005, by City of Tampa Ordinance No. 2005-233, as amended by Ordinance Nos. 2006-38, 2006-322, and 2009-63 of

the City, and organized pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida;

WHEREAS, the District has the power to construct, operate, and maintain public improvements and community facilities, pursuant to section 190.012, Florida Statutes, and its enabling ordinance;

WHEREAS, the Board of Supervisors of the District previously approved a capital improvements program providing for construction of certain public infrastructure and capital improvements, which are necessary for the future development of certain property within the District, as described in the Marina Pointe Engineer's Report dated February 20, 2020 (the "**District CIP**");

WHEREAS, the District financed the construction costs for a portion of the District CIP by issuing its \$11,580,000 Special Assessment Bonds, Series 2021 (the "**2021 Bonds**"), which generated approximately \$9,704,623.19 in available construction proceeds ("**2021 Bond Proceeds**") held by the trustee for the 2021 Bonds and which are dedicated solely for the purposes of constructing the District CIP and are subject to requisition process and all other covenants outlined in the trust indenture between the District and trustee for the 2021 Bonds;

WHEREAS, as the 2021 Bond Proceeds may not be sufficient to complete the District CIP, Developer and the District entered into an Agreement Regarding the Completion of Certain Improvements dated February 8, 2021, pursuant to which Developer shall timely deliver supplemental funding to the District, if necessary, to ensure completion of the District CIP;

WHEREAS, the Parties are in agreement that the Improvements are largely comprised of the District CIP and any remainder improvements that relate to private infrastructure under the building footprint will be developed and funded by Developer (the "**Private Infrastructure**").

WHEREAS, Developer and the District desire to comply with the requirements of Section 27 of the City Code, relating to special conditions for plat approval prior to completion of the plat improvements and delivery of "performance security" to the City ensuring the Improvements will be duly constructed, completed and delivered;

WHEREAS, Developer will provide the City a payment and performance bond to cover the difference between the 125% Security Requirement and the 2021 Bond Proceeds, in the amount of \$1,036,572.87 (the "**Payment and Performance Bond**");

WHEREAS, in the Marina Pointe Plat the City was dedicated any and all easements over the Property required to be conveyed to the City, together with all such related improvements, personal property, contractor and/or material warranties, and easements necessary or required for operation and maintenance thereof and compliance with the Zoning Conditions; and

WHEREAS, the City desires to facilitate redevelopment of the Property and ensure the Improvements are constructed and delivered to the City as required.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Operative Provisions

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement by reference.

2. **Construction & Completion Obligation.** Subject to and in accordance with the terms set forth in this Agreement, the District and Developer shall undertake, construct, complete and deliver the Improvements to the City in a diligent and timely manner, and in compliance with all requirements of state and local law, and this Agreement, on or before 18 months from the date which is the 15th day following approval of the Marina Pointe Plat by the Tampa City Council. The District's Engineer shall oversee the construction and, upon final inspection by the City and a determination that the Improvements are in compliance with the plans and specifications agreed upon in the future, certify (the "**Engineer's Certification**") to the District that all such Improvements are constructed in accordance with the plans and specifications approved by the City. Developer shall at all times work in good faith and cooperation with the District, and shall with due diligence assist and facilitate the District in compliance with the its obligations under this Agreement.
3. **Permits.** Upon the City's final approval of the plans and specifications for the Improvements, the District and Developer shall obtain all necessary permits for construction thereof and promptly pay the City's fees and costs for such permits.
4. **Performance Security.** The 2021 Bond Proceeds together with the Payment and Performance Bond satisfy the requirement for "performance security" in Section 27-153.2.15 of the City's Code and the Subdivision Agreement.
5. **Defect Security.** From and after completion, delivery of the Engineer's Certification, City approval of the "as built" plans, compliance with the plans and specifications agreed upon in the future, and final inspection and acceptance of the Improvements by the City, if no warranty bond has been delivered to the City for security against construction, design and material defects or failures in accordance with requirements of Section 27-153.2.16 of the City's Code, then the District and Developer shall and do hereby warrant the District CIP and Private Infrastructure, respectively, against any construction, design or material defects or failures within the public rights of way or easements in the development for a period of 1 year and 30 days, and will be responsible for correcting all such defects at the District's or Developer's, as applicable, expense.
6. **Certificates of Occupancy.** Upon completion and acceptance of the Improvements by the City in compliance with the approved plans and specifications, approved incremental site plans, the Zoning Conditions adopted in Z07-48, vertical permitting requirements and the terms of this Agreement, Developer and any other owner of property located within the Marina Pointe Plat shall be eligible to receive certificates of occupancy for new buildings constructed therein. Nothing in this Agreement shall alter or amend the Zoning Conditions.
7. **Default Rights of the City.** Notwithstanding any provision in this Agreement to the contrary, if either the District or Developer should breach its obligations under this Agreement, then the City may, at its option and in its sole discretion, give the breaching party notice of such breach. In such event, should the breaching party fail to cure such breach within 60 days after notice thereof from the City, the breaching party shall be deemed to be in default of the terms hereof, whereupon the City shall be entitled to all remedies available herein and at law or in equity, including, without limitation, enforcement of the City's rights under the Payment and Performance Bond. The Parties acknowledge that the City will be irreparably damaged (and that damages at law would be an inadequate remedy) if the covenants and agreements of the District and Developer contained herein are not specifically enforced. Therefore, in the event the District and/or Developer fail to comply with any covenant or agreement contained herein, the City shall be entitled to a decree for specific performance of those covenants and agreements, without being required to show any actual damage or to post any bond or other security; provided, however, that in no event shall the District or Developer be liable for

punitive, consequential or other special damages. In such event, the City shall be entitled to specific performance for construction of the Improvements, notwithstanding the failure of any vertical construction associated with the respective Improvements.

8. **Notice.** Whenever any Party gives notice to any other Party concerning any of the provisions of this Agreement, such notice shall be given in writing and shall be deemed to have been given or served when (i) personally delivered, or (ii) 1 business day after being deposited with Federal Express or another nationally recognized overnight delivery service for next day delivery, or (iii) 3 days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, properly addressed to the appropriate address, or (iv) when sent by telecopier transmission before 5:00 p.m. Eastern Standard Time on a business day and evidenced by a telecopier-generated confirmation that the transmission was received (if sent by telecopier transmission after 5:00 p.m. Eastern Standard Time on a business day or on a non-business day and evidenced by a telecopier-generated confirmation that the transmission was received, the notice shall be deemed effective on the next business day.) Notices shall be delivered to the following addresses:

The District: c/o PFM Group Consulting LLC
12051 Corporate Boulevard
Orlando, FL 32817

With copies to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, FL 33606

Developer: Marina Pointe East Developer, LLC
401 E. Las Olas Boulevard
Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Noah Breakstone

With copies to: Hill Ward Henderson
101 East Kennedy Boulevard
Suite 3700
Tampa, FL 33602

City of Tampa: City Attorney's Office
315 E Kennedy Boulevard
Tampa, FL 33602
Attn: _____, Assistant City Attorney

9. **No Recording of this Agreement.** This Agreement shall not be recorded in the public records of Hillsborough County, Florida.
10. **Consent to Assessments.** Developer hereby agrees and consents to the imposition of special assessments and liens therefore on the Property owned by Developer, as necessary or required by the District for payment of Cost of Improvements, and costs for operation, maintenance, repair and replacement of the Improvements.
11. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed to waive the sovereign immunity of the City or the District under Section 768.28, Florida Statutes.

12. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement.
13. **Enforcement.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
14. **Governing Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida, with venue in Hillsborough County, Florida.
15. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.
16. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties and the Parties have full power and authority to comply with the terms and provisions of this instrument.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
18. **Effective Date.** This Agreement shall be effective upon execution by all Parties, and may be executed in counterparts.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. This Agreement may only be amended by an instrument in writing which is executed by all Parties.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____, 2021.

Attest:

City Of Tampa

City Clerk

Jane Castor, Mayor

Approved as to Form:

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence on _____, 2021, by Jane Castor as Mayor of the City of Tampa, a municipality organized and existing under the laws of the State of Florida, on behalf of the municipality, who is personally known to me.

NOTARY PUBLIC

(Affix notary stamp/seal)

**New Port - Tampa Bay
Community Development District**

Witness 1 Signature

Printed Name: _____

Noah Breakstone

Chair of the Board of Supervisors

Witness 2 Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence on _____, 2021, by Noah Breakstone as Chair of the Board of Supervisors of the New Port - Tampa Bay Community Development District, on behalf of the District, who is personally known to me.

NOTARY PUBLIC

(Affix notary stamp/seal)

Marina Pointe East Developer, LLC,
a Delaware limited liability company

Witness 1 Signature

Printed Name: _____

Noah Breakstone

Authorized Signatory

Witness 2 Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence on _____, 2021, by Noah Breakstone, as Authorized Signatory of Marina Pointe East Developer, LLC, a Delaware limited liability company, for and on behalf of the company, who is personally known to me.

NOTARY PUBLIC

(Affix notary stamp/seal)

**New Port Tampa Bay
Community Development District**

Floating Dock License Agreement

(provided under separate cover)

**New Port Tampa Bay
Community Development District**

Requisition No. 1

EXHIBIT B
FORM OF REQUISITION
2021 ACQUISITION AND CONSTRUCTION ACCOUNT

New Port - Tampa Bay Community Development District
Hillsborough County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

NEW PORT - TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021

The undersigned, a Responsible Officer of the New Port - Tampa Bay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of February 1, 2006, as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number; One
- (B) Name of Payee; Marina Pointe East Developer, LLC
- (C) Amount Payable; \$1,216,122.83
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project;
4. each disbursement represents a Cost of the 2021 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

NEW PORT - TAMPA BAY COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 02/19/2021

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the 2021 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the 2021 Project improvements being acquired from the proceeds of the 2021 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2021 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2021 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2021 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer

2/19/2021

**New Port Tampa Bay
Community Development District**

**Ratification/Consideration of Payment
Authorizations FY2021-52 –
FY2021-58**

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

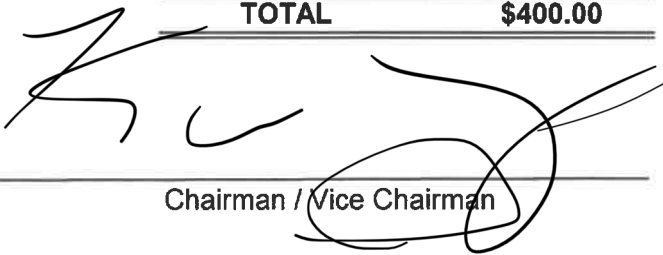
Payment Authorization 52
1/15/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	VGlobalTech		
	Quarterly ADA Audit: October-December	2252	\$ 300.00
	Monthly Website Fee: January	2295	\$ 100.00
			\$ 400.00

TOTAL \$400.00


1-23-21
Assistant Secretary


Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 53

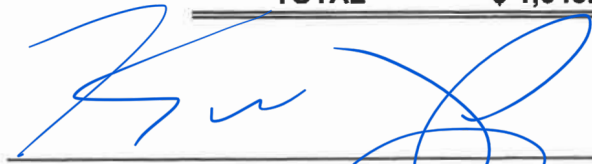
1/27/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	PFM Group Consulting, LLC		
	District Management Fee: Jan. 2021	DM-01-2021-0032	\$ 1,041.67
	Postage: Dec. 2020	OE-EXP-01-31	\$ 4.00

TOTAL \$ 1,045.67


Assistant Secretary


Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

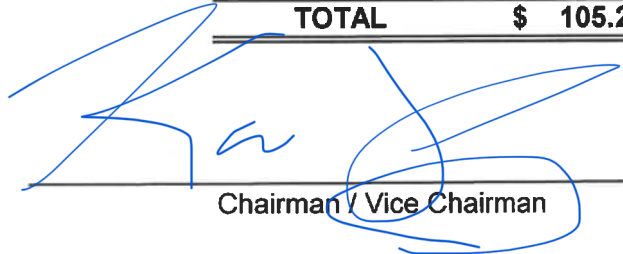
Payment Authorization 54
2/11/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	PFM Group Consulting, LLC Postage: January 2021	OE-EXP-02-33	\$ 5.24
2	VGlobalTech Monthly Website Fee: February	2371	\$ 100.00

TOTAL \$ 105.24


Assistant Secretary


Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 55
2/18/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	PFM Group Consulting, LLC District Management Fee: February 2021	DM-02-2021-0032	\$ 1,041.67

TOTAL \$ 1,041.67

Scott Allen 2-23-21
Assistant Secretary

[Signature]
Chairman / Vice Chairman

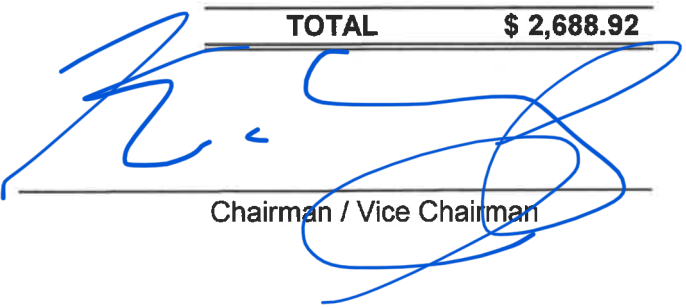
**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**


Payment Authorization 56
3/11/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	PFM Group Consulting, LLC District Management Fee: March 2021	DM-03-2021-0032	\$ 1,041.67
2	Straley Robin Vericker District Counsel Through 02/15/2021	19526	\$ 1,547.25
3	VGlobalTech Monthly Website Fee: March 2021	2452	\$ 100.00
TOTAL			\$ 2,688.92


Assistant Secretary


Chairman / Vice Chairman



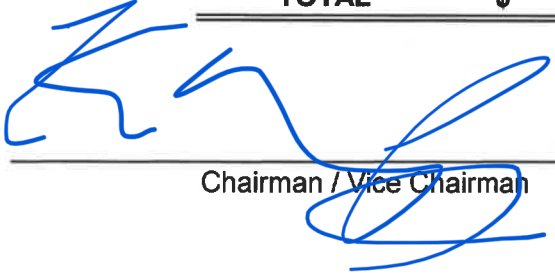
**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 57
3/18/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	PFM Group Consulting, LLC Postage: February 2021	OE-EXP-03-32	\$ 2.55
TOTAL			\$ 2.55


Assistant Secretary


Chairman / Vice Chairman


**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 58
3/25/2021

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Item No.	Payee	Invoice #	FY 21
1	Straley Robin Vericker		
	District Counsel Through 12/15/2020	19265	\$ 1,909.83
	District Counsel Through 01/15/2021	19397	\$ 1,127.50
	District Counsel Through 03/15/2021	19622	\$ 2,451.00
TOTAL			\$ 5,488.33


Assistant Secretary


Chairman / Vice Chairman

**New Port Tampa Bay
Community Development District**

Payment Authorizations 197- 202

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

**WESTSHORE MARINA DISTRICT PHASE 1 MASTER INFRASTRUCTURE
IMPROVEMENTS PAYMENT AUTHORIZATION**

The undersigned, the Project Manager of the New Port Tampa Bay Development District's (the "District's") Westshore Marina District Phase 1 Master Infrastructure Improvements hereby submits the following payment authorization for disbursement:

- A. Payment Authorization Number: **197**
- B. Name of Payee: **CIMA Energy Solutions, LLC**
- C. Payee's Invoice Number(s): **38451410**
- D. Amount Payable: **\$7.00**

The undersigned hereby certifies that:

1. Obligations reflected in the amount set forth above have been validly incurred by the District, and
3. The disbursement set forth above was incurred in connection with the District's Westshore Marina District Phase 1 Master Infrastructure Improvements

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

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

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

NEW PORT TAMPA BAY CDD

**BOARD MEMBER
ACKNOWLEDGEMENT AND
APPROVAL OF PAYMENT**

Signed: 
VP of Design & Construction

Signed: 
VICP Chairman

Printed Name: Scott Anderson

Printed Name: Kevin Mays

Date: 2-1-21

Date: 2/3/2021

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

WESTSHORE MARINA DISTRICT PHASE 1 MASTER INFRASTRUCTURE IMPROVEMENTS PAYMENT AUTHORIZATION

The undersigned, the Project Manager of the New Port Tampa Bay Development District's (the "District's") Westshore Marina District Phase 1 Master Infrastructure Improvements hereby submits the following payment authorization for disbursement:

- A. Payment Authorization Number: **198**
- B. Name of Payee: **TECO**
- C. Payee's Invoice Number(s): **Account 221003010701 (\$768.52)**
Account 221003123215 (\$46.05)
- D. Amount Payable: **\$814.57**

The undersigned hereby certifies that:

1. Obligations reflected in the amount set forth above have been validly incurred by the District, and
3. The disbursement set forth above was incurred in connection with the District's Westshore Marina District Phase 1 Master Infrastructure Improvements

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

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

NEW PORT TAMPA BAY CDD

**BOARD MEMBER
ACKNOWLEDGEMENT AND
APPROVAL OF PAYMENT**

Signed: 
VP of Design & Construction

Signed: 
Vice Chairman

Printed Name: Scott Anderson

Printed Name: Kevin Mays

Date: 2-1-21

Date: 2/3/2021

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

WESTSHORE MARINA DISTRICT PHASE 1 MASTER INFRASTRUCTURE IMPROVEMENTS PAYMENT AUTHORIZATION

The undersigned, the Project Manager of the New Port Tampa Bay Development District's (the "District's") Westshore Marina District Phase 1 Master Infrastructure Improvements hereby submits the following payment authorization for disbursement:

- A. Payment Authorization Number: **199**
- B. Name of Payee: **CIMA Energy Solutions, LLC**
- C. Payee's Invoice Number(s): **92625202**
- D. Amount Payable: **\$7.00**

The undersigned hereby certifies that:

- 1. Obligations reflected in the amount set forth above have been validly incurred by the District, and
- 3. The disbursement set forth above was incurred in connection with the District's Westshore Marina District Phase 1 Master Infrastructure Improvements

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

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

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

NEW PORT TAMPA BAY CDD

**BOARD MEMBER
ACKNOWLEDGEMENT AND
APPROVAL OF PAYMENT**

Signed: 
VP of Design & Construction

Signed: 
Chairman

Printed Name: Scott Anderson

Printed Name: Kevin Mays

Date: 3-1-21

Date: _____

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

**WESTSHORE MARINA DISTRICT PHASE 1 MASTER INFRASTRUCTURE
IMPROVEMENTS PAYMENT AUTHORIZATION**

The undersigned, the Project Manager of the New Port Tampa Bay Development District's (the "District's") Westshore Marina District Phase 1 Master Infrastructure Improvements hereby submits the following payment authorization for disbursement:

- A. Payment Authorization Number: **200**
- B. Name of Payee: **TECO**
- C. Payee's Invoice Number(s): **Account 221003010701 (\$711.22)**
Account 221003123215 (\$ 47.89)
- D. Amount Payable: **\$759.11**

The undersigned hereby certifies that:

- 1. Obligations reflected in the amount set forth above have been validly incurred by the District, and
- 3. The disbursement set forth above was incurred in connection with the District's Westshore Marina District Phase 1 Master Infrastructure Improvements

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

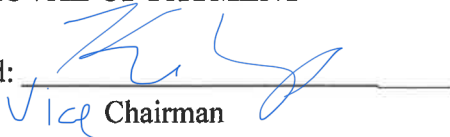
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Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

NEW PORT TAMPA BAY CDD

**BOARD MEMBER
ACKNOWLEDGEMENT AND
APPROVAL OF PAYMENT**

Signed: 
VP of Design & Construction

Signed: 
Vice Chairman

Printed Name: Scott Anderson

Printed Name: Kevin Mays

Date: 3-1-21

Date: _____

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

**WESTSHORE MARINA DISTRICT PHASE 1 MASTER INFRASTRUCTURE
IMPROVEMENTS PAYMENT AUTHORIZATION**

The undersigned, the Project Manager of the New Port Tampa Bay Development District's (the "District's") Westshore Marina District Phase 1 Master Infrastructure Improvements hereby submits the following payment authorization for disbursement:

- A. Payment Authorization Number: **201**
- B. Name of Payee: **CIMA Energy Solutions, LLC**
- C. Payee's Invoice Number(s): **48451549**
- D. Amount Payable: **\$7.00**

The undersigned hereby certifies that:

1. Obligations reflected in the amount set forth above have been validly incurred by the District, and
3. The disbursement set forth above was incurred in connection with the District's Westshore Marina District Phase 1 Master Infrastructure Improvements

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

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NEW PORT TAMPA BAY CDD

**BOARD MEMBER
ACKNOWLEDGEMENT AND
APPROVAL OF PAYMENT**

Signed: 
VP of Design & Construction

Signed: 
14 Chairman

Printed Name: Scott Anderson

Printed Name: Kevin Mays

Date: 3-29-21

Date: _____

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

**WESTSHORE MARINA DISTRICT PHASE 1 MASTER INFRASTRUCTURE
IMPROVEMENTS PAYMENT AUTHORIZATION**

The undersigned, the Project Manager of the New Port Tampa Bay Development District's (the "District's") Westshore Marina District Phase 1 Master Infrastructure Improvements hereby submits the following payment authorization for disbursement:

- A. Payment Authorization Number: **202**
- B. Name of Payee: **TECO**
- C. Payee's Invoice Number(s): **Account 221003010701 (\$829.63)**
Account 221003123215 (\$ 47.89)
- D. Amount Payable: **\$877.52**

The undersigned hereby certifies that:

1. Obligations reflected in the amount set forth above have been validly incurred by the District, and
3. The disbursement set forth above was incurred in connection with the District's Westshore Marina District Phase 1 Master Infrastructure Improvements

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

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NEW PORT TAMPA BAY CDD

**BOARD MEMBER
ACKNOWLEDGEMENT AND
APPROVAL OF PAYMENT**

Signed: 
VP of Design & Construction

Signed: 
Chairman

Printed Name: Scott Anderson

Printed Name: Kevin Mays

Date: 3-29-21

Date: _____

**New Port Tampa Bay
Community Development District**

Review of District Financial Position

New Port Tampa Bay CDD
Statement of Financial Position
As of 2/28/2021

	General	Debt Service S2006A Bond	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$123,040.54				\$123,040.54
Debt Service Reserve Series 2021		\$665,971.88			665,971.88
Interest Series 2021		777,754.93			777,754.93
Checking Account - Phase 2 Construction			\$333,495.06		333,495.06
Due From Other Funds			159,442.47		159,442.47
Acquisition/Construction Series 2021			8,488,500.36		8,488,500.36
Cost of Issuance Fund Series 2021			51,000.00		51,000.00
Deposits			750.00		750.00
Total Current Assets	\$123,040.54	\$1,443,726.81	\$9,033,187.89	\$0.00	\$10,599,955.24
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,443,726.81	\$1,443,726.81
Amount To Be Provided				10,136,273.19	10,136,273.19
Total Investments		\$0.00	\$0.00	\$11,580,000.00	\$11,580,000.00
Total Assets	\$123,040.54	\$1,443,726.81	\$9,033,187.89	\$11,580,000.00	\$22,179,955.24
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$1,041.67				\$1,041.67
Notes and Loans Payable - Current	159,442.47				159,442.47
Total Current Liabilities	\$160,484.14	\$0.00	\$0.00	\$0.00	\$160,484.14
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$11,580,000.00	\$11,580,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$11,580,000.00	\$11,580,000.00
Total Liabilities	\$160,484.14	\$0.00	\$0.00	\$11,580,000.00	\$11,740,484.14

New Port Tampa Bay CDD
Statement of Financial Position
As of 2/28/2021

	General	Debt Service S2006A Bond	Capital Projects	General Long-Term Debt	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$272,250.90				\$272,250.90
Current Year Net Assets, Unrestricted	(4,444.29)				(4,444.29)
Net Assets - General Government	(357,206.37)				(357,206.37)
Current Year Net Assets - General Government	51,956.16				51,956.16
					0.00
Current Year Net Assets, Unrestricted		1,443,726.81			1,443,726.81
Net Assets, Unrestricted			\$498,870.65		498,870.65
Current Year Net Assets, Unrestricted			8,765,917.24		8,765,917.24
					0.00
Current Year Net Assets - General Government			(\$231,600.00)		(231,600.00)
Total Net Assets	<u>(\$37,443.60)</u>	<u>\$1,443,726.81</u>	<u>\$9,033,187.89</u>	<u>\$0.00</u>	<u>\$10,439,471.10</u>
Total Liabilities and Net Assets	<u>\$123,040.54</u>	<u>\$1,443,726.81</u>	<u>\$9,033,187.89</u>	<u>\$11,580,000.00</u>	<u>\$22,179,955.24</u>

New Port Tampa Bay CDD

Statement of Activities

As of 2/28/2021

	General	Debt Service S2006A Bond	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$68,704.31				\$68,704.31
Inter-Fund Transfers In	(4,444.29)				(4,444.29)
Inter-Fund Group Transfers In		\$1,443,726.81			1,443,726.81
Inter-Fund Transfers In			(\$1,439,282.52)		(1,439,282.52)
Debt Proceeds			11,580,000.00		11,580,000.00
Total Revenues	<u>\$64,260.02</u>	<u>\$1,443,726.81</u>	<u>\$10,140,717.48</u>	<u>\$0.00</u>	<u>\$11,648,704.31</u>
<u>Expenses</u>					
Public Officials' Liability Insurance	\$2,363.00				\$2,363.00
Management	5,208.35				5,208.35
District Counsel	1,735.00				1,735.00
Assessment Administration	2,500.00				2,500.00
Postage & Shipping	14.74				14.74
Legal Advertising	1,064.06				1,064.06
Web Site Maintenance	800.00				800.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,888.00				2,888.00
Trustee Services			\$5,800.00		5,800.00
Management			10,000.00		10,000.00
District Counsel			46,167.80		46,167.80
Trustee Counsel			61,000.00		61,000.00
Assessment Administration			25,000.00		25,000.00
Underwriter's Discount			231,600.00		231,600.00
Copies			1,750.00		1,750.00
Capital Expenditures Phase 1			2,384.61		2,384.61
Capital Expenditures Phase 2			6,575.00		6,575.00
Capital Expenditures			1,216,122.83		1,216,122.83
Total Expenses	<u>\$16,748.15</u>	<u>\$0.00</u>	<u>\$1,606,400.24</u>	<u>\$0.00</u>	<u>\$1,623,148.39</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Change In Net Assets	\$47,511.87	\$1,443,726.81	\$8,534,317.24	\$0.00	\$10,025,555.92
Net Assets At Beginning Of Year	<u>(\$84,955.47)</u>	<u>\$0.00</u>	<u>\$498,870.65</u>	<u>\$0.00</u>	<u>\$413,915.18</u>
Net Assets At End Of Year	<u><u>(\$37,443.60)</u></u>	<u><u>\$1,443,726.81</u></u>	<u><u>\$9,033,187.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$10,439,471.10</u></u>

New Port Tampa Bay CDD
Budget to Actual
For the month ending 2/28/2021

	YTD Actual	YTD Budget	YTD Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 68,704.31	\$ 27,958.33	\$ 40,745.98	\$ 67,100.00
Net Revenues	\$ 68,704.31	\$ 27,958.33	\$ 40,745.98	\$ 67,100.00
<u>General & Administrative Expenses</u>				
Public Officials' Liability Insurance	\$ 2,363.00	\$ 1,031.25	\$ 1,331.75	\$ 2,475.00
Trustee Services	-	3,333.33	(3,333.33)	8,000.00
Management	5,208.35	5,208.33	0.02	12,500.00
Engineering	-	2,083.33	(2,083.33)	5,000.00
Dissemination Agent	-	2,083.33	(2,083.33)	5,000.00
District Counsel	1,735.00	6,250.00	(4,515.00)	15,000.00
Assessment Administration	2,500.00	1,041.67	1,458.33	2,500.00
Reamortization Schedule	-	208.33	(208.33)	500.00
Audit	-	2,083.33	(2,083.33)	5,000.00
Legal Advertising	1,064.06	416.67	647.39	1,000.00
Miscellaneous	14.74	593.75	(579.01)	1,425.00
Website Fees	800.00	1,000.00	(200.00)	2,400.00
Dues, Licenses, and Fees	175.00	208.33	(33.33)	500.00
General Insurance	2,888.00	2,416.67	471.33	5,800.00
Total General & Administrative Expenses	\$ 16,748.15	\$ 27,958.33	\$ (11,210.18)	\$ 67,100.00
Total Expenses	\$ 16,748.15	\$ 27,958.33	\$ (11,210.18)	\$ 67,100.00
Net Income (Loss)	\$ 51,956.16	\$ -	\$ 51,956.16	\$ -

**New Port Tampa Bay
Community Development District**

Staff Reports