

New Port - Tampa Bay Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

Phone 407-723-5900

www.newporttampabaycdd.com

The following is the proposed agenda for the Special Board of Supervisors Meeting of the New Port Tampa Bay Community Development District ("District"), scheduled to be held on **Thursday, March 26, 2026, at 1:00 p.m. at 5120 Marina Way, Tampa, Florida, 33611. The attendance of three Board Members is required to constitute a quorum.**

To attend the meeting by phone, please use the below conference call information:

Call in number: 1-844-621-3956

Passcode: 2539 895 0958 #

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Call to Order
- Roll Call to confirm quorum
- Public Comment Period
- 1. **Consideration of Resolution 2026-01, Election of Officers**
- 2. **Consideration of Resolution 2026-02, Legal Defense**

General Business Matters

- 3. **Reconsideration/Termination of the 2017 Infrastructure Operating Agreement with Westshore Marina Master Association**
- 4. **Discussion to engage a Methodology Consultant for the 2027 Assessments**

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - Bridge ST. Professional Traffic Engineering Services Proposal
 - District Manager
 - Next Meeting: April 16, 2026
 - Site Manager / Westshore Marina District Master Association Manager
- Audience Comments
- Supervisors Requests

Adjournment



pfm



New Port – Tampa Bay Community Development District

**Consideration of Resolution 2026-01,
Election of Officers**

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the “Board”), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice Chairperson.

Section 3. Jane Gaarlandt is elected Secretary.
_____ is elected Assistant Secretary.

Section 4. Jennifer Glasgow is elected Treasurer.

Section 5. Amanda Lane is elected Assistant Treasurer.
Rick Montejano is elected Assistant Treasurer.
Verona Griffith is elected Assistant Treasurer.
Amy Champagne is elected Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY of _____, 2026.

ATTEST:

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair



New Port – Tampa Bay Community Development District

**Consideration of Resolution 2026-02,
Legal Defense**

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW PORT - TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR THE SUPPORT AND LEGAL DEFENSE OF THE BOARD AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “**Board**”) and the officers of the New Port - Tampa Bay Community Development District (the “**District**”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT THAT:

1. **Protected Parties.** The District, in accordance with Florida law, agrees that the following Board members and officers of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:
 - a. All members of the Board of Supervisors; and
 - b. The Secretary, Assistant Secretaries, Treasurer, Assistant Treasurers, and all other District officers.
2. **Adoption of Policy.**
 - a. In accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Board members and officers, present or former, arising out of and in the scope of their employment or function, unless, in the case of a tort action, the Board member or officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
 - b. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Board member or officer for an act or omission under color of state law, custom or usage, wherein it is alleged that such Board member or officer has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute.
 - c. The District hereby further agrees to provide legal representation to defend against any other litigation arising against a Board member or officer from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law.
 - d. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from

liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

3. **Insurance.** The District will obtain insurance in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by a Board member or officer while performing the duties and functions of their position.
4. **Purpose and Scope.**
 - a. This Resolution is intended to evidence the District's support of Board members and officers who perform acts and render decisions in the good faith performance of their duties and functions.
 - b. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of their office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
 - c. Board member(s) and/or officer(s) in question are presumed to have acted within the scope of their office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property.
 - i. The Board may overcome this presumption pursuant to Section 7.
5. **Reimbursement by Board Member or Officer.** In the event that the District has expended funds to provide an attorney to defend a Board member or officer who is found to be personally liable by virtue of actions outside the scope of their employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.
6. **District Payment.**
 - a. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Board member or officer as described in Section 111.07, Florida Statutes.
 - b. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply.
 - c. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally.
 - d. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.
7. **Determination by the Board to not Support or Defend.** To rebut the presumption described in Section 4.c., and to prevent any support, the payment of judgments, or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the Board voting (no Board member who is the subject of such determination may vote):
 - a. The actions of the Board member and/or officer were outside the scope of their duties and authority; or

- b. The acts or omissions of the Board member and/or officer constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or
- c. The Board member and/or officer received financial profit or advantage to which they were not legally entitled.

8. Requirements for Support and Defense. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- a. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chair, Vice Chair, District Manager or District Counsel within 14 calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Board member and/or officer; and
- b. The Board member and/or officer must cooperate continuously and fully with the District in the defense of the action.

9. Support and Defense Exclusions. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- a. Consulting or other outside professional or business activities for which the Board member and/or officer received financial or other material compensation, which are outside the scope of their District duties and authority; and
- b. Any independent contractor, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- c. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- d. Any indemnification or defense prohibited by law.

10. Options for Legal Representation. In the event legal representation or defense is provided pursuant to this Resolution, the Board member and/or officer may either:

- a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b. Retain legal counsel chosen by the Board member and/or officer, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for legal fees or disbursements; and
 - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Board member or officer.

11. No Benefit to Plaintiffs or Claimants. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

12. Benefit to Heirs, Personal Representatives, Estate. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

13. **Reservation of Rights to Modify Policy and Limitations.** The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.
14. **Effective Date.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

Passed and Adopted on March 26, 2026.

Attest:

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

 Secretary/ Assistant Secretary

 Chair / Vice-Chair



New Port – Tampa Bay Community Development District

**Reconsideration /Termination of the 2017
Infrastructure Operating Agreement with
Westshore Marina Master Association**



New Port – Tampa Bay Community Development District

**Discussion to engage a Methodology
Consultant for the 2027 Assessments**



New Port – Tampa Bay Community Development District

Staff Reports



New Port – Tampa Bay Community Development District

District Engineer

February 25, 2026

Ms. Jane Gaarlandt
New Port Tampa Bay CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

Re: Proposal for Professional Traffic Engineering Services for Bridge Street Located within the New Port Tampa Bay Development Located South of Gandy Boulevard and North of Tyson Avenue in the City of Tampa, Florida.

Dear Ms. Gaarlandt,

At your request, we are pleased to provide you with this proposal for the above referenced project. This proposal is based on the following:

- A. New Port Tampa Bay CDD has requested a proposal to evaluate the traffic on Bridge Street from Gandy Boulevard to Tyson Avenue.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the above project, we propose the following scope of services to assist you and your project team with the development of the project. The specific tasks are as follows:

Task I – Data Collection

Traffic & Mobility Consultants will conduct the following counts along Bridge Street:

- Bridge Street and Gandy Boulevard
- Bridge Street and Marina Bay
- Bridge Street and Tyson Avenue

The counts will be conducted for the following periods:

- Two (2) weekdays from 6:00AM to 9:00PM
- One (1) weekend from 6:00AM to 9:00PM

Task II – Bridge Street Evaluation

Based on the traffic counts conducted in Task I above, Traffic & Mobility Consultants will

evaluate potential options to reduce traffic on Bridge Street. We will meet with you and the client up to two times to present the results of the evaluation.

Task III – Sufficiency Responses/Meetings and Presentations

Upon request, we will be available to attend additional team meetings with you to discuss related recommendations and provide professional representation at various meetings with the City of Tampa.

BASIS OF PAYMENT

We are willing to perform the above described services based upon the following:

Task I	Data Collection	Fixed Fee of \$10,000
Task II	Bridge Street Evaluation.....	Fixed Fee of \$5,000
Task III	Sufficiency Responses/Meetings and Presentations...	Upset Limit of \$5,000

The work effort for Task III will be based on the following hourly rates (current calendar year) plus direct and reimbursable expenses:

Expert Witness	\$600
Principal	\$340
Project Manager	\$280
Sr. Engineer/Planner	\$240
Engineer/Planner II	\$190
Engineer/Planner I	\$160
Designer/ Sr CADD	\$150
Analyst/CADD	\$120
Administrative/Technician	\$100

DATA COLLECTION

If data collection in addition to that included in the Scope of Work is necessary to complete the analysis, the additional cost of typical data collection will be as follows:

2-hour intersection volume count	\$500.00
24-hour traffic volume count	\$500.00

If specialized data collection is necessary, specific fees will be developed in accordance with additional project needs.

Reimbursable expenses include reproduction costs, express postage, travel, long distance telephone calls, and any other expenses required by you, and shall be equal to the

amount billed Traffic & Mobility Consultants plus ten percent for administration and handling.

Invoices for services rendered, including reimbursable expenses, will be submitted on a monthly basis during the course of the work.

STANDARD GENERAL CONDITIONS

1. Payment of Invoices - If Client fails to make any payment due Traffic & Mobility Consultants for services and expenses within sixty (60) days after receipt of our invoice, the amounts due shall include a charge at the rate of eighteen (18%) percent per annum from said thirtieth day and, in addition, we may, after giving seven (7) days' written notice, suspend services until payment is received.
2. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
3. Client Furnished Information - Traffic & Mobility Consultants shall consider all information supplied by the Client as accurate and correct. Extra work or work done over because of inaccurate, or incorrect information supplied by the Client shall be paid for as Additional Services.
4. Reuse of Documents - All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other projects. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting there from.
5. Cost Estimates - Opinions of probable construction cost provided by Traffic & Mobility Consultants represent our best judgment, but do not constitute a guarantee since we have no control over contractor pricing.
6. Additional Services by Others - If requested by the Client, we shall obtain proposals from others for Additional Services which are not considered normal or customary Basic Services. The Client will be directly responsible for approving, administering, and paying for these Additional Services. Traffic & Mobility Consultants assumes no responsibility or liability for Additional Services performed by others.

7. Additional Services by Traffic & Mobility Consultants - If authorized by the Client, we shall perform Additional Services not included within this proposal based on our quoted hourly rates plus direct and reimbursable expenses. Reimbursable expenses include reproduction costs, express postage, travel, long distance phone calls, and any other expenses required by you, and shall be equal to the amount billed Traffic & Mobility Consultants plus ten percent for administration and handling.
8. Controlling Law - This Agreement shall be governed by the laws of the State of Florida and is deemed to have been entered into in Hillsborough County, Florida.
9. Oral Agreements - No oral agreement, guarantee, promise, representation, or warranty shall be binding.
10. Collection - Client agrees to pay all costs of collection, including a reasonable attorney's fee, in the event it becomes necessary for Traffic & Mobility Consultants to employ an attorney to collect any outstanding fees including, without limitation, attorney's fees at the trial and appellate levels.

AGREEMENT

This letter shall serve as an Agreement between TRAFFIC & MOBILITY CONSULTANTS, 5023 West Laurel Street, Tampa, FL 33607 and NEW PORT TAMPA BAY CDD, C/O PFM GROUP CONSULTING, LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, upon execution in the space provided below. Should you wish us to undertake this work, we would begin the work immediately upon receipt of one executed copy of this Agreement.

We appreciate the opportunity to be of service to you on this matter and hope that you will look favorably upon this proposal. If you have any questions, please do not hesitate to call. We look forward to hearing from you.

Ms. Jane Gaarlandt
March 20, 2026
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Very truly yours,

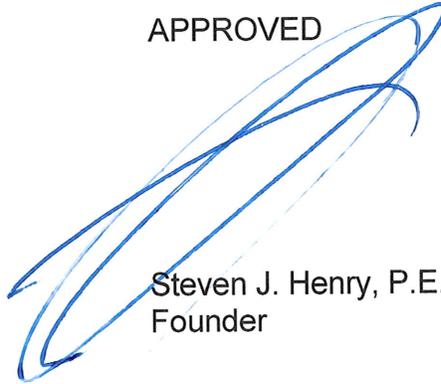
TRAFFIC & MOBILITY CONSULTANTS



Thomas Wiggins, P.E.
Project Manager

SJH/JAW

APPROVED



Steven J. Henry, P.E.
Founder

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2026.

Witness

Ms. Jane Gaarlandt



Formerly Lincks & Associates, LLC

Dear Valued Client,

At Traffic & Mobility Consultants, we believe that every project is unique, and we are committed to delivering high-quality, professional engineering services that meet your expectations. We understand that your time and resources are valuable, and we want to help you get started on your project as soon as possible.

We kindly request your assistance in completing the enclosed form. If you are not the appropriate person to fill out the form, please forward it to the relevant Accounts Payable Department or person who can. We need this form in order to deliver exceptional services that cater to your individual needs.

We urge you to work closely with the relevant department to obtain the necessary information listed on the form and to send it to us at your earliest convenience. Our team is dedicated to promptly delivering outstanding results, and we need your assistance to make that happen.

At Traffic & Mobility Consultants, we take pride in our work, and we are committed to providing you with exceptional services. We appreciate your choice to work with us and look forward to exceeding your expectations.

Sincerely,

The Traffic & Mobility Team

Formerly Lincks & Associates, LLC

CUSTOMER FORM

Company/Firm Name:	Alternative Name <i>(If Applicable/Doing Business As)</i>
Point of Contact Name:	Title:
Payee Email Address:	Contact No:
Address:	Address <i>(Unit, Apt, Suite, Etc.)</i>
State/Providence:	Zip/Postal Code:
Fax No.	
PURCHASE ORDER # CONTRACT # AGREEMENT #, ETC.:	
CERTIFICATE OF INSURANCE	
Holder Name	
Holder Address	
Email Address	
Insurance Requirements	