

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 Continued Special Board of Supervisors Meeting of the New Port Tampa Bay Community Development District ("District"), scheduled to be held on **Thursday, April 2, 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

General Business Matters

- 1. Reconsideration/Termination of the 2017 Infrastructure Operating Agreement with Westshore Marina Master Association**
- 2. Consideration of Methodology Consultant Proposal 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

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



New Port – Tampa Bay Community Development District

Consideration of Methodology Consultant Proposal for the 2027 Assessments

Proposal For:

**Operations & Maintenance Special Assessment
Allocation Methodology Report**

Presented To:

**New Port Tampa Bay
Community Development District**

**3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817**

Presented By:



J.H. McKay, LLC
18416 Canary Ln.
Lutz, FL 33558
813-748-2456
www.jhmckay.com

March 26, 2026

INTRODUCTION

J.H. McKay, LLC is pleased to present this proposal to prepare an Operations & Maintenance Special Assessment Allocation Methodology Report, (“O&M Methodology”) to the Board of Supervisors, (“Board”), of the New Port Tampa Bay Community Development District, (“District”).

COMPANY INFORMATION

J.H. McKay, LLC was established in November of 2021 and for the past 4 plus years has been providing financial services, pro-forma analysis and special district advisory services to the residential and commercial development community along with the complete scope of financial services to special districts such as Community Development Districts. Services to special districts include the preparation of special assessment allocation methodology reports, preparation and certification of annual assessment rolls, true-up analysis, prepayment processing and the and the creation and maintenance of district lien books. A company brochure is included in **Exhibit A**. The company name, business and mailing address, phone number and web site address is:

J.H. McKay, LLC
18416 Canary Ln.
Lutz, FL 33558
(813) 748-2456
www.jhmckay.com
john@jhmckay.com

PAST EXPERIENCE

John McKay has over 25 years of experience providing financial services to special districts in the states of Florida, Alabama and Louisiana. John previously served as Director of District Financial Services for a large district management company headquartered in Tampa, Florida where he prepared and presented special assessment allocation methodology reports for over 90 new money and refunding bond issues. John was also responsible for the preparation and certification of assessment rolls for over 70 community development districts in approximately 14 counties and totaling over 30,000 individual property records. Prior to establishing J.H. McKay, LLC, John served as the Director of Community Development Districts for a large master-planned community developer based in Sarasota, Florida and oversaw all activity related to 10 special districts.

SCOPE OF SERVICES

The scope of services included in this proposal is limited to the preparation of an O&M Methodology for the District. These services shall include:

- Coordination with and meetings as needed with District staff and other consultants or vendors to obtain necessary understanding of District-owned assets.

**Proposal For
Operations & Maintenance Special
Assessment Allocation Methodology Report
New Port Tampa Bay Community Development District**

- Coordination with District Management office and review all necessary District documents.
- Provision of regular updates and reviews of draft O&M Methodology with District counsel and designated member of the Board of Supervisors.
- Presentation of report at all applicable Board of Supervisors meetings, public hearings, and workshops.
- Presentation of final Report at public hearing.
- Any other tasks as necessary or as directed by the Board.

If the Board elects to modify this scope with any additional services, this proposal shall be amended accordingly.

PROPOSED FEES

The one-time fee for the scope of services described above shall be **\$10,000.00**. There shall be no additional out-of-pocket expenses charged to the District unless approved in advance by the Board. The District will be invoiced the full amount due for services performed under this engagement contract at the time the O&M Methodology is presented to the Board. Payment for services will be due and payable upon receipt of the invoice and shall not be contingent upon Board adoption, approval, or subsequent implementation of the O&M Methodology. Included in this proposal is a draft District Financial Services Agreement between the District and J. H. McKay, LLC.

REFERENCES

The references shown below include two district managers that J.H. McKay, LLC, currently provides district financial services, an investment banker that J.H. McKay, LLC, has worked with for over 20 years, and a major Florida master-planned community developer, which J.H. McKay, LLC, provides special district advisory services.

Eric Dailey, President
Halifax Solutions, Inc.
4532 West Kennedy Blvd., #328
Tampa, Florida 33609
(813) 575-1955
edailey@halifax-solutions.com
www.halifax-solutions.com

Edwin Bulleit, Managing Member
MBS Capital Markets, LLC
1902 S. MacDill Avenue
Tampa, FL 33629
(813) 784-2945
ebulleit@mbscapitalmarkets.com
www.mbscapitalmarkets.com

Pete Williams, President
Pete Williams & Associates, LLC
27251 Wesley Chapel Blvd., Suite 318
Wesley Chapel, Florida 33544
(813) 625-4082
pete@pwillassoc.com
www.pwillassoc.com

Pamela Curran, Vice President of Finance
Neal Communities of Southwest Florida, LLC
5800 Lakewood Ranch Blvd
Sarasota, FL 34240
(941) 328-1091
pcurran@nealcommunities.com
www.NealCommunities.com

ADDITIONAL STIPULATION

J.H. McKay, LLC., does not represent the District as a Municipal Advisor or Securities Broker nor is J.H. McKay, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, J.H. McKay, LLC., does not provide the District with financial advisory services or offer investment advice in any form.

Approved:

New Port Tampa Bay Community
Development District

By: _____
Its: _____

J. H. McKay, LLC

By: _____
Its: Manager

Exhibit A

Company Brochure - J.H. McKay, LLC



J.H. McKay, LLC provides a wide range of services to developers, special districts, and others in the real estate development industry. Services include cash flow projections and financial modeling for single-family residential, multi-family, and commercial developments, special district advisory services to residential developers involved with special districts such as community development districts, litigation support services to developers and special districts, and the complete scope of financial and assessment services to community development districts.

Services Offered

District Advisory Services

Special district financing continues to be the preferred method of financing public infrastructure for master-planned communities. J.H. McKay, LLC works directly with community developers to provide establishment and bond financing strategies for new special districts, serve as the developer's "eyes and ears" to provide oversight over all ongoing special district activity, and to act as the lead contact between the developer and district staff for all district issues.

District Advisory Services Include:

- Prepare cash flow analysis and financial projections to show the financial impact of special district financing on new developments.
- Provide special district establishment and bond financing strategies.
- Coordinate with developer's counsel and district staff in the preparation of petitions to establish Community Development Districts.
- Assist developer with compiling and providing developer due diligence information requested from investment banker.
- Review bond documents and reports as part of the bond issuance process.
- Conduct regular reviews of lien books for district bond issues to ensure lien books accurately reflect current bonds outstanding.
- Review assessment rolls and direct-bill assessments prior to certification to county.
- Review and monitor district Trust Account activity and balances.
- Coordinate and communicate with developer's accounting, finance, and construction management staff on all special district related issues or questions.
- Verify and confirm assessment true-up payments.
- Perform special projects or analysis as requested by developer.



District Financial Services

J.H. McKay, LLC provides the complete scope of district financial and assessment services ranging from district establishment to bond issuance to ongoing assessment revenue collection. Revenue collection is critical for successful district operations, and I will work closely in coordination with the district's management company to ensure that the district collects sufficient revenue needed to meet its annual debt service and ongoing operations & maintenance obligations.

District Financial Services Include:

- Prepare and present assessment methodology reports and deliver related documents, schedules or certifications as required with each new bond issue and provide testimony at bond validation hearings
- Prepare Statement of Estimated Regulatory Costs (SERC), coordinate with petitioner's counsel on the preparation of petitions to establish and provide pre-filed or live testimony as requested.
- Prepare and issue estoppel letters for prepayments and closings, process and record assessment prepayments, and perform regular true-up analysis for each bond issue.
- Prepare and certify annual assessment rolls and prepare invoices for direct "Off-roll" billing of annual debt service and operations & maintenance assessments.
- Prepare and maintain current lien books reflecting current outstanding bond balances for each individual parcel and for each district bond issue.
- Provide quarterly and annual continuing disclosure reports and post to reporting agencies as required by the bond issue.

Development Services

Property owners and developers rely on accurate financial projections to make important development decisions for commercial office buildings, multi-family projects, or single-family developments. I have extensive experience in commercial and residential pro forma modeling and can provide you with accurate information to present to your lenders, investors, or development partners. During construction and leasing I will remain with the project to monitor revenues, expenses, budget and pay applications.

Development Services Include:

- Prepare pro-forma models, cash flow analysis, and financial projections for prospective office, multi-family, and single-family real estate developments.
- Perform lease analysis and evaluation of individual lease proposals.



- Oversee construction of new commercial office buildings and tenant improvement buildouts, monitor construction schedules, monitor construction budgets, and verify contractor pay applications and change orders.
- Serve as primary liaison between tenants and landlords in landlord-owned properties and respond to and resolve any tenant needs or issues.
- Prepare property management and financial performance reports.
- Prepare ad-hoc and custom financial and management reports to property ownership and investors as needed.

Litigation Support/Special Projects

J.H. McKay, LLC provides independent, third-party analysis to attorneys, district boards, developers, or any other party involved in special district-related disputes over assessment issues. I will work directly with the client to perform the forensic analysis needed to help resolve disputes over the allocation, collection and application of assessments or any other issue regarding district finance.

Litigation Support Services Include:

- Provide expert analysis and testimony in district litigation.
- Provide subject matter expert advice to attorneys, title companies, real estate appraisers, and brokers.
- Verify the proper invoicing and collection of district special assessments.
- Perform analysis of the application of assessments pursuant to the district’s current adopted assessment methodology.
- Verify and confirm proper flow of funds, remittances to the district Trustee and application to the correct trust accounts.

Current Clients and Affiliated Companies





John H. McKay, Owner/Manager



John has over 40 years of experience in the banking, financial consulting, and real estate development industries. He spent over 20 years with Rizzetta & Company, Inc. providing financial services to community development districts throughout the State of Florida and financial, development, and asset management services to the firm's affiliated development company. John has been qualified as an expert witness in bond validation hearings and has appeared before local governing boards in public hearings for community development district establishment.

While at Rizzetta & Company, John developed Special Assessment Allocation Methodology Reports for nearly 100 new money and refunding bond issues and prepared and maintained annual assessment rolls and collection agent records for over 70 community development districts. He also oversaw the financing and construction of over 70,000 square feet of new office development and over 100,000 square feet of tenant improvement construction for the firm's portfolio of office properties. John was most recently employed by Neal Land & Neighborhoods, a major master-planned residential developer in Sarasota, Florida, as Director of Community Development Districts and oversaw the company's special district activity.

John has previously held positions as senior associate in the litigation consulting services practice of a national and a regional CPA firm, project manager for a residential real estate developer and marketing officer for a major Florida commercial bank. John has bachelor's degrees in finance from Auburn University and in accounting from The University of South Florida. He is an active member of ULI Tampa Bay and is a former board member and treasurer.

DISTRICT FINANCIAL SERVICES AGREEMENT

THIS DISTRICT FINANCIAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of March, 2026 by and between **New Port Tampa Bay Community Development District**, (“District”), and **J.H. McKay, LLC**, (“Consultant”). District and Consultant may be referred to individually as a “Party” or collectively as the "Parties" in this Agreement.

WITNESSETH:

WHEREAS, Consultant and District desire to set forth in this Agreement the terms pursuant to which Consultant will perform financial services for District.

NOW, THEREFORE, in consideration of the premises which are made a part of this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Engagement of Services.** District hereby engages Consultant to provide consulting services for District, as hereinafter provided, and Consultant agrees to provide such services pursuant to the terms and conditions set forth in this Agreement.
- 2. Term.** The term of this Agreement shall be month to month and shall begin on April 1, 2026, provided, the term shall automatically be extended for each month unless either Party notifies the other Party in writing no later than thirty days prior to the end of the original term, that the Party declines to extend this Agreement.
- 3. Scope of Services.** During the term of this Agreement, Consultant shall provide District such services as are described in the Scope of Services/Fee Schedule addendum attached to this Agreement as **Exhibit “A”** and incorporated herein by this reference.
- 4. Fees.** In consideration of the performance of consulting services specified in the preceding District shall pay fees as described in the Scope of Services/Fee Schedule addendum attached to this Agreement as **Exhibit “A”** and incorporated herein by this reference.
- 5. Expenses.** District shall reimburse Consultant for any out-of-pocket expenses associated with the work, including, but not limited to travel, photocopying, printing, and scanning, and appearances on behalf of District. Only out-of-pocket expenses previously approved by the District shall be re-imbursed.
- 6. Payment of Fee and Expenses.** Consultant shall submit an invoice monthly for services rendered and approved costs incurred the previous month. District shall pay Consultant immediately upon receipt of the invoice, all fees and approved expenses in full.
- 7. Fee is Non-Contingent.** No part of Consultant’s fee shall be contingent on Consultant obtaining a specific result that is not supported by the underlying data, the success of District, or the success of any particular project of District.

8. Failure to Pay. In the event District fails to pay Consultant within 30 days of District's receipt of the invoice, Consultant, with or without notice, may suspend his consulting services and withhold District information until the delinquent invoice has been paid.

9. Relationship between the Parties. The Parties have entered into this Agreement only for the purposes and to the extent set forth in this Agreement, and Consultant's relationship with District shall, during the term hereof, be that of an independent contractor. Consultant shall have the discretion to select the detail, method and means of performing services hereunder. Consultant shall not be considered an employee of District or be entitled to participate in the plans, arrangements, distributions by District pertaining to or in connection to any employee benefit, pension, bonus, profit sharing or similar plans or benefits for its employees.

10. Termination of Agreement.

10.1. Voluntary Termination. Either Party may voluntarily terminate this Agreement, with or without cause, by delivering to the other Party at least thirty (30) days prior written notice of such termination.

10.2. Right of District to Termination For "Good Cause". District may elect to terminate this Agreement immediately for "good cause" as set forth herein. The term "good cause" as used in this Agreement shall include the following:

10.2.1. In the event Consultant commits an act of fraud or unethical practice; or

10.2.2. In the event Consultant repeatedly fails to promptly and adequately (in District's judgment) perform the material duties assigned to him by District, or engages in conduct which damages (in the District's judgment) the reputation or good will of District; or

10.2.3. The death or permanent disability of Consultant or the inability or failure of Consultant to fulfill the material provisions of this Agreement for any reason. As used in this Agreement, permanent disability shall mean Consultant's inability, due to illness, accident or physical incapacity, to engage services on a substantially full-time basis, as determined by District, for a period in excess of thirty (30) consecutive days; or

District may terminate this Agreement immediately pursuant to this Section 10.2; provided, however, that with respect paragraphs 10.2.3 of this Section 10.2, District shall give Consultant written notice specifying the nature of the breach or failure, and shall provide a ten (10) day period in which to cure such breach or failure to the reasonable satisfaction of District.

10.3. Right of Consultant to Termination For "Good Cause". Consultant may elect to terminate this Agreement immediately for "good cause" as set forth herein. The term "good cause" as used in this Agreement shall include the following:

10.3.1. Upon failure to satisfy a delinquent invoice within 30 days of suspension of services as described in Section 8 of this Agreement; or

10.3.2. Upon discovering a breach of fiduciary duty on the part of District, after reporting it to the most senior officer of District, and that senior officer failing to take appropriate action.

10.4. Payment Upon Termination. If the engagement of Consultant is terminated pursuant to the provisions of this Section 10, then District shall pay to Consultant any compensation earned but not paid, including any expenses incurred but not yet reimbursed, prior to such termination.

11. Amendment and Assignment. An amendment or modification of this Agreement or any provision of it will be valid and effective only if it is in writing and signed by each Party to this Agreement. This Agreement is not assignable by either Party without the prior written consent of the other Party, and any attempted assignment by a Party without the prior written consent of the other Party will be invalid and unenforceable against the other Party; provided, however, a Party may, without the prior written consent of the other Party, assign its rights and obligations under this Agreement to an affiliate of the Party so long as the Party receiving the assignment assumes responsibility for performing it and the assigning Party remains fully liable for its obligations under this Agreement. If a Party validly assigns this Agreement, all references to the Party in this Agreement will include his assignee.

12. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, return receipt requested, or by courier, to the Parties at the following addresses:

To District at: New Port Tampa Bay Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
ATTN: Jane Gaarlandt, District Manager

To Consultant at: J. H. McKay, LLC
18416 Canary Ln.
Lutz, FL 33558
ATTN: John H. McKay

With Copy to: Straley Robin & Vericker
1510 W. Cleveland St.
Tampa, FL 33606
ATTN: Vivek Babar, Esq., District Counsel

13. Legal Matters. The validity, enforcement, construction, and interpretation of this Agreement are governed by the laws of the State of Florida and the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. There are no third-party beneficiaries under this Agreement. Each Party consents to the personal jurisdiction of state courts in Hillsborough County, Florida, and agrees that the proper, exclusive, and convenient venue for any legal proceeding arising out of this Agreement is Hillsborough County, Florida, and waives any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. In any legal proceedings between the Parties that pertain to this Agreement, the losing Party shall reimburse the prevailing Party for all costs and expenses that were incurred by the prevailing Party as a result of the legal proceedings, including legal fees and expenses incurred in connection with the legal proceeding and every related appellate proceeding, as well as the legal fees and costs in determining an appropriate legal fee.

- 14. Severability.** If any part of this Agreement is adjudged invalid, the remaining parts hereof shall not be affected.
- 15. Entire Agreement.** This Agreement (including any exhibits hereto and any written amendments executed by the Parties) constitutes the entire agreement of the Parties and supersedes any and all prior agreements or understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
- 16. Execution.** The Parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original document, and all executed counterparts, together, will constitute the same agreement.
- 17. Waiver and Delay.** No waiver or delay in enforcing the terms of this Agreement shall be construed as a waiver of any subsequent breach. No waiver of any portion of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted.
- 18. Interpretation.** The captions and headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. This Agreement shall be considered jointly drafted by the Parties, with no presumptions against either party related to ambiguities in the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto the day, month and year first written above.

**NEW PORT TAMPA BAY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

J. H. MCKAY, LLC

By: _____
Its: Manager

Exhibit “A”

New Port Tampa Bay Community Development District

Scope of District Financial Services/Fee Schedule

Operations and Maintenance Special Assessment Allocation Methodology Report, (“Report”)

1. Coordination with and meetings as needed with District staff and other consultants or vendors to obtain necessary understanding of District-owned assets.
2. Coordination with District Management office and review all necessary District documents.
3. Provision of regular updates and reviews of draft O&M Methodology with District counsel and designated member of the Board of Supervisors.
4. Presentation of report at all applicable Board of Supervisors meetings, public hearings, and workshops.
5. Presentation of final Report at public hearing.
6. Any other tasks as necessary or as directed by the Board.

Total Fees **\$10,000.00**

Out-Of-Pocket expenses to be re-imbursed as approved by the Board **TBD**

The District will be invoiced the full amount due for services performed under this engagement contract at the time the O&M Methodology is presented to the Board. Payment for services will be due and payable upon receipt of the invoice and shall not be contingent upon Board adoption, approval, or subsequent implementation of the O&M Methodology.



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
Page 5

Very truly yours,

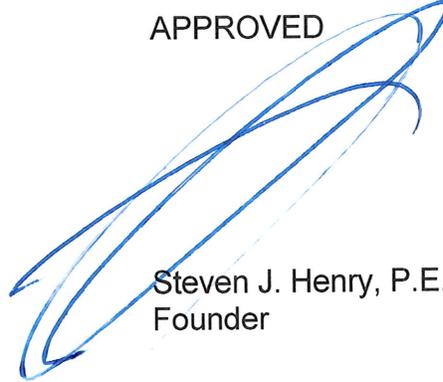
TRAFFIC & MOBILITY CONSULTANTS



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	