

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 Board of Supervisors Workshop Meeting of the New Port Tampa Bay Community Development District ("District"), scheduled to be held on **Wednesday, October 28, 2026, at 11:00 a.m. at 5120 Marina Way, Tampa, Florida, 33611.**

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' WORKSHOP MEETING AGENDA (Meeting will be a joint meeting with CDD supervisors and newly installed post-turnover Master Association Board)

Administrative Matters

- Call to Order
- Roll Call
- Public Comment Period

General Business Matters

1. **Review of Letters sent to the Developer and Master Association regarding Transfer of Operations to the CDD effective 1-1-27**
 - Transfer of Operations to New Port Tampa Bay CDD
 - Remaining Responsibilities to New Port Tampa Bay CDD
 - Discuss completion of/ Funding for Guardhouse
 - Removal of Gangway and Floating Dock
 - Proof of Proper Filing and Documentation regarding Property transferred to the District
2. **Discussion and Update regarding Site Inspection with Florida Insurance Alliance**
3. **Review of Railing Installation Proposal**
4. **Discussion of Draft agreement Between the District and MPE Authorizing Parking management and Towing on District Property on Peninsula**
5. **Review and update of open maintenance projects within the District for purpose of the transition and for remainder of 2026**
6. **Review of Existing Contracts**
7. **Other Matters**

Adjournment





New Port – Tampa Bay Community Development District

Review of Letters sent to the Developer and Master Association regarding Transfer of Operations to the CDD effective 1-1-27

- **Transfer of Operations to New Port
Tampa Bay CDD**
- **Remaining Responsibilities to New Port
Tampa Bay CDD**
 - **Discuss completion of/ Funding for
Guardhouse**
 - **Removal of Gangway and Floating
Dock**
 - **Proof of Proper Filing and
Documentation regarding
Property transferred to the
District**

Straley Robin Vericker

Attorneys at Law

1510 W. Cleveland St.
Tampa, Florida 33606
Tel: (813) 223-9400

Writer's Direct Dial: (813)321-4107
Writer's Email: vbabbar@svlegal.com
www.srvlegal.com

October 12, 2026

Via Email

Westshore Marina District Master Association, Inc. (the “**Master Association**”)
c/o Di Masi Burton, P.A.
Attn: Helena G. Malchow
hgmachow@orlando-law.com

Re: Transition of Operations to New Port Tampa Bay Community Development District (the “**CDD**”)

Dear Ms. Malchow,

Our firm serves as general counsel to the CDD. As you know, the *Operating Agreement* dated February 7, 2017 between the CDD and the Master Association was terminated by the CDD pursuant to a later dated March 27, 2026, with an effective date of January 1, 2027.

Pursuant to the letter from the Declarant of the Master Association dated September 22, 2026 we understand that the Declarant and the Master Association have elected not to contest the termination of the agreement and that the Declarant will be transitioning control of the Master Association to its members (scheduled for Wednesday October 14, 2026).

The CDD desires a smooth transition from the Master Association's services under the agreement (the “**Services**”) to the CDD's assumption of such responsibility. To that end, the Board of Supervisors of the CDD requested that I send out this letter outlining some of the key items the CDD is requesting from the Master Association:

1. Provide a list of all vendors performing Services along with their proposals/agreements/contracts. We respectfully request this by Wednesday October 21, 2026.
2. Inform the Master Association's insurance carrier and all vendors performing Services that the Master Association will no longer be authorized to coordinate the Services and terminate the agreements with such vendors as of December 31, 2026 and encourage them to submit proposals to the CDD so the CDD can engage them directly.
3. Install the railing near the transient marina docks walkway to avoid a trip hazard previously reported to both the Master Association and CDD
4. Budget and collect funds through December 31, 2026 to perform the Services to such date.
5. Transfer all records and reports required under the agreement or in support of the Services under the agreement to the CDD.
6. Transfer all funds (including reserves) related to obligations under the agreement to the CDD by January 15, 2027.
 - a. We realize that there may be a need to hold back a small amount of operating funds to pay any remaining outstanding 2026 obligations. We also know that there may be some insurance policy refunds remitted after 12/31/26 due to early cancellation, so these additional funds can be transferred no later than February 15, 2027 with a full accounting.

7. Please provide copies of year end bank statements once received in January 2027.
8. Please provide the current list of all outstanding maintenance items denoting their status.

The CDD also invites the Master Association to a joint workshop to be held on Wednesday October 28, 2026 at 11am to further these discussions.

Sincerely,

Vivek K Babbar

Attorney at Law

*Board Certified in City, County, and
Local Government Law*

cc via email: Jane Gaarlandt, District Manager, gaarlandtj@pfm.com
Ron Swichkow, Chair of the Board of Supervisors of the CDD rswichkow@gmail.com
Lisa Dixon, Master Association Manager, LDixon@triadassocmgmt.com

Straley Robin Vericker

Attorneys at Law

1510 W. Cleveland St.
Tampa, Florida 33606
Tel: (813) 223-9400

Writer's Direct Dial: (813)321-4107
Writer's Email: vbabbar@svlegal.com
www.srvlegal.com

October 19, 2026

Via First Class Mail and Email

New Port Tampa CDD Holdings, LLC (Developer, Submerged Land Lease Holder, and Declarant of Master Association)

Marina Landings Holdings, LLC (Developer)

Marina Pointe Central Developer, LLC (Lots 3 and 4 Landowner)

Marina Pointe West Developer, LLC (Lot 5 Landowner)

Westshore Marina Developer, LLC (Marina Developer)

Collectively referred to as the “**Developer Entities**”

401 E. Las Olas Boulevard
Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Kevin Mays
kmays@btipartners.com

Re: Remaining Responsibilities to the
New Port - Tampa Bay Community Development District (the “**CDD**”)

Dear Kevin,

The CDD understands that the Developer Entities are marketing their remainder property and development rights for sale due to the market conditions not supporting the prior development plans. To that end, the Board of Supervisors of the CDD requested that I send out this letter outlining some of the key items the CDD is requesting from the Developer Entities. Most of these remainder responsibilities arise from the ancillary agreements and requirements from the District's issuance of its \$11,580,000 Special Assessment Bonds, Series 2021 or other agreements between the parties as referenced below.

1. Completion of the guardhouse as described in the *Engineer's Report* dated February 20, 2020
 - a. We understand that the Developer Entities' position has historically been that the guardhouse will be completed after Towers 2 and 3 are developed to ensure the heavy-duty vehicles and equipment needed for such development can access the property.
 - b. The CDD requests that the Developer Entities provide the funds for the completion of the guardhouse for the CDD to hold in escrow to be able to cause completion of the Improvements. This may enable the parties to execute a satisfaction of the Developer Entities' responsibilities under the Development Acquisition and Advanced Funding Agreement dated February 20, 2020 and the Agreement Regarding the Completion of Certain Improvements dated February 8, 2021 (which creates a joint and several obligation to fund the completion of the Improvements – including all administrative, legal, warranty, engineering, permitting, or other related soft costs) and will likely facilitate the marketing of the property.

- c. This is the last portion of the Improvements that needs to be completed before the CDD can declare the project complete.
2. The CDD is concerned with the condition of the floating dock and requests that it be removed and disposed of. While it is cordoned off, it is still a safety hazard.
 - a. In the event it was not already terminated, the CDD is hereby terminating the Floating Dock License Agreement dated June 1, 2021.
 - b. The CDD also requests that the gangway connecting the floating dock and the seawall be disconnected and removed.
3. Under the Agreement for Reimbursement and Coordination of Public Grants for Marina Project dated April 10, 2018 the parties agreed to coordinate and cooperate with each other to ensure that their obligations with respect to the Grants are complied with and they remain in good standing under the Grants.
 - a. Please advise if the Developer Entities plan to assign this responsibility to a potential purchaser.
4. The recent conveyance of Sunset Park was done without the CDD's knowledge or authorization.
 - a. As required under the bond documents, please provide satisfactory evidence of title confirming that the grantor had fee simple title, and that it is free and clear of liens and encumbrances for the CDD's records.
5. Ensure that any required disclosure of the status of the development and potential sale of the property is posted on EMMA pursuant to the obligations under the Disclosure Agreement.
6. Provide records related to the water and electrical (for the irrigation system and streetlights) infrastructure for CDD property that was connected to Marina Pointe Tower 1 property.
 - a. It is being reported that some representations were made that this was knowingly done as a temporary measure as part of the development but appears to have been forgotten about.

The CDD has a vested interest in ensuring the properties in the CDD's boundary are developed and stands ready to support the Developer Entities' efforts in ensuring a subsequent developer can finish the development. The CDD has no desire to stand in the way or disrupt any endeavors of the Developer Entities in making this happen, but would like to remain informed and involved as appropriate.

Sincerely,

Vivek K Babbar

Attorney at Law

*Board Certified in City, County, and
Local Government Law*

cc: Jane Gaarlandt, District Manager, gaarlandtj@pfm.com
Ron Swichkow, Chair of the Board of Supervisors of the CDD rswichkow@gmail.com

Westport Capital Partners, LLC
300 Atlantic Street, Suite 1110
Stamford, Connecticut 06901
Attn: General Counsel

Mike Eckert, Developer Counsel
michael.eckert@kutakrock.com



New Port – Tampa Bay Community Development District

**Discussion and Update regarding Site
Inspection with Florida Insurance Alliance**



New Port – Tampa Bay Community Development District

Review of Railing Installation Proposal

BEST MADE ENTERPRISES, INC.

FENCING - ORNATE IRON & MORE

4133 CAUSEWAY BLVD
TAMPA, FL 33619-5123
ONE STOP SHOP

Voice: (813) 248-5266

Fax: (813) 248-1299

Email: Info@BestMadeFence.com

QUOTATION

Quote Number: 21391

Quote Date: Sep 8, 2026

Page: 1

Sales Rep Cell#: ART 813-477-4539

Sales Rep Email: Art@BestMadeFence.com

Quoted To:		Job Address:	
BW Firm LLC 320 W Kennedy Blvd Ste 220 Tampa, FI 33606 AP@SiteServeUSA.com; Chris@SiteServeUSA.com; Jon@SiteServeUSA.com		Westshore Marina District Master Rails & Fencing Tampa, FL	
Customer ID		Good Thru	Sales Rep
BW Firm LLC		9/15/26	ART 813-477-4539
Payment Terms		Net 30 Days	
Quantity	Description	Unit Price	Amount
	Best Made Proposes To Construct And Supply All Of The Following. 467" or (39') of 42" tall custom fabricated welded aluminum 2 line picket railing, material as follows, 1.50" square tubing riser railing framing, with .50" square solid pickets, railing to be manufactured with base plated railing post mill finished aluminum ONLY. 23" or (2'3") of 36" tall custom fabricated welded aluminum 1 line 1.50" round pipe riser railing with base plated railing post mill finished aluminum ONLY. Best Made to install all the above stated material in Tampa, FI. NOTE - Pricing maybe subject to change after Best Made makes site visit to verify measurements and installation area, Pricing is good for 7 days MAX		8,775.00
			337.50
			1,250.00

TOTAL QUOTE 10,362.50

PERMITS, SHOP DRAWINGS, ELECTRICAL, WIREWAYS & PHONE LINES ARE NOT A PART OF THIS QUOTE UNLESS OTHERWISE STATED. This quote shall be a binding Contract when signed by the buyer. The buyer agrees to pay a 50% Deposit at time of Acceptance & the Balance Upon Completion The seller agrees to sell & furnish in a good workmanlike manner, materials & labor for the improvement specified above on the premises at the job address listed. The buyer agrees to purchase the goods & services as outlined above. All work is custom made & not cancellable & deposits not refundable unless otherwise indicated. Any particulars not specified in this quote is left up to the seller's discretion. The seller will do the work to the best of his knowledge & ability. Buyer agrees to pay for additional work & changes that are not written in this quote. Should the buyer default on this Contract in any manner, buyer agrees to pay Attorney fees for the seller if any legal action is necessary in the fulfillment of this Contract. By signing below, Best Made Enterprises, Inc. is authorized to furnish all labor & materials needed to complete the work mentioned in the above quote.

Accepted by Buyer: (SIGN)	Accepted by Buyer: (PRINT)	DATE:
---------------------------	----------------------------	-------



New Port – Tampa Bay Community Development District

**Discussion of Draft agreement Between the
District and MPE Authorizing Parking
management and Towing on District
Property on Peninsula**



New Port – Tampa Bay Community Development District

**Review and update of open maintenance
projects within the District for purpose of
the transition and for remainder of 2026**



New Port – Tampa Bay Community Development District

Review of Existing Contracts



New Port – Tampa Bay Community Development District

Other Matters