

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 Proposals**
4. **Discussion of Draft agreement Between the District and MPE Authorizing Parking management and Towing on District Property on Peninsula**
 - **Draft Parking Enforcement and Towing Authorization License Agreement**
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
hgmalchow@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:

BW Firm LLC 813-955-7866 Chris
320 W Kennedy Blvd 813-270-0980 Jon
Ste 220
Tampa, FI 33606 813-335-1442 Denise

AP@SiteServeUSA.com;

Chris@SiteServeUSA.com; Jon@SiteServeUSA.com

Job Address:

Westshore Marina
District Master
Rails & Fencing
Tampa, FL

Customer ID		Good Thru	Payment Terms	Sales Rep	
BW Firm LLC		9/15/26	Net 30 Days	ART 813-477-4539	
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:
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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**

- **Draft Parking Enforcement and
Towing Authorization License
Agreement**

Parking Enforcement and Towing Authorization License Agreement

This Parking Enforcement and Towing Authorization License Agreement (this “**Agreement**”) is entered into as of November 1, 2026, by and between the **New Port - Tampa Bay Community Development District** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”) and **Marina Pointe East Condominium Association, Inc.**, a Florida not-for-profit corporation (the “**Association**”).

Background Information

The District owns Tract A of Marina Pointe, according to the plat thereof recorded in Plat Book 137 Pages 229-233, of the Public Records of Hillsborough County, Florida (the “**Plat**”). Tract A is described as Eventide Drive on the Plat, and is also known as Marina Way (referred to herein as “**Marina Way**”). The District also owns Tract 3 of the Plat, which includes approximately 20 on-street parking spaces (the “**CDD Parking Spaces**”) among other common areas.

Other entities own the property (Tracts 6-9, 10A, 10B, 11-15 of the Plat) where other parking spaces are located adjacent to Marina Way and they are not included in the scope of this Agreement.

The Association requested authorization from the District to implement parking and towing policies and hire vendors to tow vehicles and/or vessels parked on Marina Way and the CDD Parking Spaces. The District is willing to grant such authorization subject to the terms of this Agreement.

Operative Provisions

1. **Background Information.** The above background information is true and correct and is incorporated herein by this reference and made a material part of this Agreement.
2. **Grant of License.**
 - a. The District hereby grants the Association and/or the Association’s designated officers, agents, vendors, contractors, and/or towing operator (collectively, the “**Parking Enforcer**”) a non-exclusive license in, on, over, and/or through Marina Way and the CDD Parking Spaces to oversee administration of parking and/or vehicle enforcement.
 - b. The District hereby further grants the Association and/or the Parking Enforcer a non-exclusive license to, on, over, in, and/or through Marina Way, the CDD Parking Spaces, and/or any other portion of the District property to post necessary and/or required signage to have vehicles and/or vessels towed and/or removed from Marina Way or the CDD Parking Spaces; provided, however, the location of the signage is approved in advance by the District.
 - c. Subject to the District’s prior written approval, which may be withdrawn at any time, the Association is authorized to create and enforce parking and towing policies (including, but not limited to, issuing parking passes and limiting the time a vehicle may be parked in the CDD Parking Spaces), provided that the Association does not interfere with (1) the right of the District and its agents, vendors, and contractors to park on Marina Way and in the CDD Parking Spaces to perform their duties or (2) the right of members of the general public to park in the CDD Parking Spaces for the purpose of attending the public meetings or workshops of the District, and no vehicle described in clause (1) or (2) shall be towed or removed.
3. **Responsibilities of Association.** Association shall engage and utilize a duly licensed and insured towing operator to tow and/or remove vehicles and/or vessels parked in and/or on Marina Way and/or the CDD Parking Spaces in violation of the above referenced parking and towing policies.

Subject to the terms of this Agreement, the Association shall have the sole and exclusive authority to select the towing operator.

4. **Responsibility of Parking Enforcer.** The Association shall cause the Parking Enforcer to photograph or video the vehicle and/or vessel to sufficiently detail the violation for which the vehicle and/or vessel is being towed and/or removed. The photographs or video shall be maintained by the Parking Enforcer and/or the Association for a minimum of 12 months and be produced upon request by the District or any law enforcement agency.
5. **Compliance with Laws and Regulations.** The Association and Parking Enforcer shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder (including, specifically, Sections 190.012, 713.78, and 715.07 of the *Florida Statutes*, as each may be amended and/or renumbered from time to time). The Association will be responsible for, and shall reimburse the District for, any fines or penalties assessed against the District as a result of any of the operations authorized under this Agreement.
6. **Signage.** The Association and/or Parking Enforcer shall, at the Association's sole cost and expense, either provide and maintain in good condition the signage required by applicable laws and regulations (including Section 715.07, Florida Statutes) or inspect and certify to the District that any existing signage complies with the applicable laws and regulations.
7. **Term, Renewal, and Termination.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term. Either party may terminate this Agreement at any time, without cause, upon 30 days' advance written notice to the other party. Notwithstanding the foregoing, the District may terminate this Agreement immediately upon written notice if the Association or the Parking Enforcer fails to maintain the insurance required by Section 9 or otherwise breaches this Agreement, or if the District determines that termination is necessary to protect the public health, safety, or welfare. Upon expiration or termination, the Association shall, at its sole cost, remove all signage installed under this Agreement within 30 days and restore District property to its prior condition.
8. **No Monetary Compensation between the Parties.** Both parties acknowledge and agree that the District has authorized the Association to engage in the towing services described in this Agreement without monetary obligation of any type. Neither the District nor the Association shall receive any fee, rebate, or other consideration from the Parking Enforcer for towing and/or removal services as outlined in this Agreement. The Association and/or Parking Enforcer shall ensure that all fees to be charged for towing and storage shall not exceed the amounts that may be established by Hillsborough County, Florida.
9. **Insurance.** The Association and Parking Enforcer shall each maintain commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and the towing operator shall additionally maintain commercial automobile liability insurance of not less than \$1,000,000.00 combined single limit, including, but not limited to, coverage for personal injury or death and real or personal property damage. The foregoing insurance shall name the District as an additional insured. All insurance premiums in connection with the above-referenced insurance coverage shall be promptly paid and a certificate of insurance evidencing the existence of same shall be provided to the District prior to the commencement of any towing and upon each renewal of coverage. Such certificate of insurance shall provide the

applicable insurance coverage shall not be modified or cancelled without 30 days prior written notice to the District.

10. Indemnification.

- a. The Association hereby agrees, at its own expense, to defend, indemnify, and hold the District, its supervisors, staff, and consultants harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of or relating to this Agreement or any towing, removal, or parking enforcement activities of the Association, the Parking Enforcer, or persons employed or utilized by the Association, except to the extent caused by the gross negligence or willful misconduct of the District. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings).
- b. The Association shall require, in all vendor agreements regarding towing, that the Parking Enforcer defend, indemnify, and hold harmless the District, its supervisors, staff, and consultants to the same extent as the Association under this Section, and name the District as an additional insured, and shall provide the District a copy of each such agreement upon request.
- c. The duty to defend applies even if the claim is groundless, false, or fraudulent. It begins when the claim is first made, not when fault is decided. The Association shall use legal counsel reasonably acceptable to the District. The District may take part in its own defense with counsel of its choice at its own expense. If the Association fails to begin the defense within 10 days after receiving written notice of a claim, the District may defend itself, and the Association shall repay the District for all reasonable attorneys' fees and costs it incurs. The Association shall not settle any claim in a way that admits fault by, or places any obligation on, the District, its supervisors, staff, or consultants without the District's prior written consent.
- d. The obligations under this section shall survive the termination of this Agreement.

11. No Waiver of Sovereign Immunity. Nothing herein shall be deemed a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability, which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, as it may be amended and/or renumbered from time to time, and/or any other applicable statutes.

12. Relationship Between the Parties. It is understood that the Association is an independent entity and shall perform the services contemplated under this Agreement and/or have the services performed that are contemplated under this Agreement. As an independent entity, nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, affiliate, and/or employer-employee relationship between the Association and the District. The Association shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Association assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions that may be imposed or required of the Association during the operations under this Agreement, if any.

13. No Violation of Bond Covenants, FWC Boating Grants, and Maintenance and Hold Harmless Agreements. Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to the District's issuance of tax-exempt bonds either in the past or in the future, in the FWC Boating Grants given to the District, or any Maintenance and Hold Harmless Agreement with the City of Tampa. In the event any or all of the obligations

contained in this Agreement would constitute a violation of such documents, the parties to this Agreement hereby agree to negotiate revisions to this Agreement to avoid such violations while maintaining the parties' intent and/or purpose in entering into this Agreement.

14. **No Ownership Interest in District Property.** The Association agrees that it does not and shall not claim at any time an ownership interest or estate of any kind or extent whatsoever in Marina Way or the CDD Parking Spaces by virtue of this Agreement, the Association's occupancy or use hereunder, and/or the license granted pursuant to this Agreement.
15. **Controlling Law.** This Agreement is and shall be governed under the laws of the State of Florida with venue for any dispute being a court of competent jurisdiction in Hillsborough County, Florida.
16. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, the Association must provide an affidavit, signed by an officer or a representative of the Association, under penalty of perjury, attesting that the Association does not use coercion for labor or services as defined in the statute.
17. **Public Records.** The Association understands and acknowledges that all documents of any kind relating to this Agreement may be subject to Chapter 119, *Florida Statutes*, as it may be amended and/or renumbered from time to time (Florida's Public Records law), and those documents shall be treated as such by the Association in accordance with applicable Florida law. As such, the Association and the Parking Enforcer shall also comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by this reference. As required under Section 119.0701, *Florida Statutes*, the Association and/or the Parking Enforcer shall:
 - a. keep and maintain public records required by the District in order to perform and/or carry out the service described in this Agreement;
 - b. upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
 - c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement; and
 - d. following the completion, termination, and/or expiration of this Agreement, if the Association does not transfer the records to District, meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Association and/or Parking Enforcer upon termination, cancellation, and/or expiration of this Agreement and shall then destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records, information, and/or documents that may be stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION AND/OR PARKING ENFORCER HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407.723.5900, OR BY EMAIL AT

GAARLANDTJ@PFM.COM, OR BY REGULAR MAIL AT 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FL 32817.

18. **Enforcement of Agreement.** In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees incurred at pre-trial, trial, post-trial, and/or all appellate levels against the non-prevailing party.
19. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
20. **Amendment.** This Agreement cannot be altered or modified except by a written instrument signed by both the District and the Association.
21. **No Assignment.** No party to this Agreement may assign this Agreement without written authorization from the other party.
22. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
24. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this Agreement.
25. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the Association:
c/o FirstService Residential
5120 Marina Way
Management Office
Tampa, FL 33611
Attn: Alex Johnson
alex.johnson@fsresidential.com

To the District:
c/o PFM
3501 Quadrangle Boulevard,
Suite 270, Orlando, FL 32817
Attn: Jane Gaarlandt
GaarlandtJ@pfm.com

26. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed to be effective as of the date above.

**Marina Pointe East
Condominium Association, Inc.**

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

Sherry Blanc
President

Ron Swichkow
Chair of the Board of Supervisors



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

Westshore Marina District Master Association, Inc.

Contracts / Proposal List

Vendor	Vendor Type	Contract Start Date
BrightView	Landscape	8/1/21
DoodyCalls	Dog Stations	5/1/25
BW Firm, LLC-DBA Site Services	Maintenance	4/1/18
TRIAD Association Management	Management	11/1/25
DiMasi/Burton PA	Legal Counsel	5/20/24
Sihle Insurance	Insurance	
Rocket Pest Control/formerlly-Green Solutions Lawn & Pest	Lawn Pest Control	
EZ Mulch	Mulch	
David Harvey Electric	Electrician	
New Port Tampa Bay Agrmt	CDD Agreement	

LANDSCAPE SERVICES AGREEMENT

Date: October 16, 2023

BrightView: BrightView Landscape Services, Inc.

Client: The Pier at Westshore Marina

Contract Start Date: November 1, 2023

Contract End Date: October 31, 2024

Service Fee*: \$18,948.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

LANDSCAPE SITE: The Pier at Westshore Marina 4900 Bridge Street, Tampa, FL 33611
CLIENT BILLING ADDRESS: PFM Group Consulting 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 ATTN: Chris Bodie PHONE: 813 955-7866 BILLING EMAIL: chris@siteserveusa.com
BRIGHTVIEW CONTACT: Lloyd Radder, Senior Business Developer lloyd.radder@brightview.com

The Term shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall **(select one)**

☒ renew automatically for successive one-year periods, (each, a "Renewal Term"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the start of the next Renewal Term.

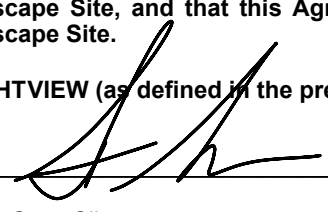
☐ terminate on the Contract End Date.

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within fifteen (15) days of invoice date.

BrightView and Client agree to all of the Terms and Conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

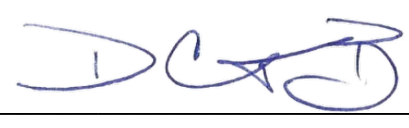
By: 

Name: Scott Sikora

Title: VP General Manager

Date: 10.18.23

CLIENT

By: 

Name: Chris Bodie

Title: Manager

Date: 10.16.23

Scope of Landscape Services

Description of Services (attach diagrams if necessary):



Marina Pointe District

10.09.2023

BrightView Landscape Services, Inc. Service Summary & Pricing

FREQUENCY

▶ Base Maintenance - Mowing and Trimming Service Commercial mowing, edging, string trimming, and blowing Prune, trim, weed, detail all beds & plant material Trim all trees under 8 feet & palms under 12 feet	42 Occurrences / Yr	\$ 17,118.00
▶ Irrigation Inspection Monthly irrigation wet check of all zones Monthly irrigation report	12 Occurrences / Yr	\$ 1,080.00
▶ Turf Fertilization and Weed Control Fertilize turf 4 time with suggested fertilizer	4 Apps / Yr	\$ 500.00
▶ Shrub and Bed Fertilization Fertilize shrubs and beds with suggested fertilizer	4 Apps / Yr	\$ 250.00

Total Annual Investment for Services Listed Above:	Per Year	\$18,948.00
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Per Month	\$1,579.00
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Terms and Conditions

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

2. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

3. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

5. Service Fee.

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an "Overage"), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

Terms and Conditions

6. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (b) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

7. General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (b) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (c) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (d) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (e) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of

the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. Further, In no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

- (f) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (g) Unless otherwise expressly provided in a provision that cross-references this Section 7(g), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (h) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Joshua Stroop
Address: 9713 Palm River Road
Tampa, FL 33619

With a copy to:
Office of the General Counsel
980 Jolly Rd., Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Chris Bodie
Address: 4900 Bridge Street
Tampa, FL 33611

With a copy to:

Attn: _____
Address: _____

PFM Group Consulting LLC
3501 Quadrangle Boulevard,
Suite 270
Orlando, FL 32817

- (i) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (j) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf, keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

April 1, 2018

Attn: Beck Daniel

Sent via Email to: (bdaniel@btipartners.com)

Company: Westshore Marina District Master Association Inc.

RE: Westshore Marina District Master Association Inc. - Site Services

Mr. Beck Daniel,

BW Firm LLC is pleased to present this proposal/contract for the scope of work detailed below:

Scope of Work:

I. Ongoing Site Coordination & Maintenance

- Tasks and services will include
 - Securing the completed infrastructure from damage by development teams
 - Documenting any damage that may occur
 - Notifying project managers immediately of any issues with their employees or subcontractors
 - Surveying in-place completed work daily, with specific focus on irrigation and landscaping as detailed in training with irrigation and landscape consultants
 - Monitoring HOA service contractor visits and quality of work
 - Ensuring that all contractors and workers keep a clean site
 - Coordinating site work done by small contractors on behalf of NPTH or the CDD
 - Assisting Terra Management as a day-to-day contact for site related issues
 - Parking and staging coordination
 - Detailed Daily logs will need to be maintained
 - Weekly site progress reports should be submitted as well
 - Bidding of certain BW work will be part of the job
 - Performance of a la carte services that BW typically offers (ex. Fence installation) will be billed separately in addition to monthly payment
 - Provide and wear proper PPE gear, have access to email and cellular phone service always, have a high-resolution camera for daily documentation as well

II. Hourly Breakdown **April – December**

- Be on site 8 hours a day Monday – Friday
- Average Month has 21 working days x 8 hours = 168 hours/month x \$36/hour
= \$ 6,048/mo
- Total of 196 Working Days X 8hrs a day = \$56,448.00

Total Contract Amount.....\$ 56,448.00

Agreed to by the parties on this 1 day of April, 2018.

OWNER:

Signature

TB Daniel
Print Name

BW Firm LLC (CONTRACTOR):

Signature

D. Christopher Bodie
Print Name

Thank you for the opportunity to provide this proposal. We look forward to working with you on this project.

Kindest regards,

Chris Bodie

Cell: (813) 955-7866

Email: chrisbodie123@gmail.com



DI MASI || BURTON P.A.

John L. Di Masi, Partner
Patrick J. Burton, Partner

801 N. Orange Ave., Ste. 500
Orlando FL 32801
Patrick J. Burton, Esquire
407-839-3383, Ext. 204
pburton@orlando-law.com

Brian S. Hess, Esq.
Helena G. Malchow, Esq.
Eileen Martinez, Esq.
Eryn M. McConnell, Esq.
James E. Olsen, Esq.
Alicia S. Perez, Esq.
Toby Snively, Esq.
Rebecca Blechman Sutton, Esq.

May 16, 2024

PRIVILEGED/CONFIDENTIAL

WESTSHORE MARINA DISTRICT MASTER ASSOCIATION, INC.

c/o PFM Advisors

3501 Quadrangle Blvd., Ste. 270

Orlando, FL 32817

Venessa Ripoll, District Mng. LCAM

ripollv@pfm.com

Re: Engagement Letter – WESTSHORE MARINA DISTRICT MASTER ASSOCIATION, INC.

Dear Board Members:

The purpose of this letter is to provide you with information about our Firm and generally set forth our understanding of the legal services to be performed, including our fee structure and standard procedures. We are more than happy to meet with you, at no charge to the Association, and discuss our representation and the benefits we can provide your community.

By way of background, we represent over 800 homeowners and condominium associations throughout the State of Florida, including Orange, Osceola, Seminole, Lake, Polk, Marion, Hillsborough, Brevard, Pinellas and other Central Florida counties. We have been practicing Community Association Law since 1995. Our Community Association team of knowledgeable attorneys includes John L. Di Masi, Patrick J. Burton, Helena G. Malchow, James E. Olsen, Toby Snively, Brian Hess, Eryn McConnell, Eileen Martinez, and Rebecca Blechman Sutton along with an experienced staff of paralegals. Our attorneys specialize in every aspect of association law which gives us a well-rounded, informed approach to achieve our clients' goals.

SCOPE OF WORK:

The Association's engagement for representation is indicated below with an "x".

A. X **FULL REPRESENTATION (Collections, Covenant Enforcement and General Work)**

Our representation includes matters that the client (via its officers, directors, or manager) assigns from time-to-time. This may include:

- Collection efforts
- Assessment lien foreclosures
- Compliance issues and disputes
- Covenant enforcement, including mediation and litigation
- Association procedures
- Preparation of Association documents and document interpretation
- Document amendments and modifications

- Vendor disputes
- Board governance issues

FEES¹:

- General Representation. Our fee for services, other than flat fee matters and collection/covenant matters, is \$275.00 per hour.

Simple Solution²

Collections

- o Collection actions under Simple Solution are designed to help associations address their account receivable issues at a reasonable cost that is easy to budget. All work performed prior to filing a lawsuit is at no cost to the Association. Lien foreclosure lawsuits are performed for a flat fee of \$1,050.00 (which includes all attorney's fees and costs) through issuance of a Certificate of Sale. This includes all costs of filing the suit, hiring a process server, processing the sale of the property, etc.
- o If the Association elects not to proceed on a file prior to a lawsuit being filed, the Association is not responsible for any further costs or fees. If the Association elects not to proceed on a file with our Firm while it is in litigation, the Association is only responsible for ½ of the fees and costs that we have incurred through the date we receive a termination notice. Finally, Simple Solutions does not apply to any litigation outside of the prosecution of the foreclosure action (including, without limitation, appeals, defending cross-claims, counter-claims or other legal actions apart from the direct collection of delinquent assessments). In such cases, we will bill our time at our hourly rate.

Covenant Enforcement

- o Covenant enforcement accounts under Simple Solution are designed to help Associations resolve covenant violation matters at a reasonable cost that is easy to budget. Generally, these issues involve lack of maintenance on a property or an unapproved alteration. Work on Simple Solution files to enforce the Association's covenants prior to a lawsuit being filed is at no cost to the Association except as noted below.
- o In the event a homeowner agrees to participate in pre-suit mediation, our time preparing for and conducting the mediation will be billed to the Association at our hourly rate and the Association's portion of the cost of the mediator is invoiced to the Association.
- o In the event a lawsuit is necessary, the entire lawsuit from filing to issuance of a final judgment is performed for a **Flat Fee** to the Association for litigation through issuance of a Final Judgment is \$1,050.00, which includes all costs and attorney's fees. Time spent resolving issues that occur after the issuance of a Final Judgment is billed to the Association as our normal hourly rate.
- o In the event the Association asks us to close our file prior to filing a lawsuit, and our fees have not already been paid by the homeowner, the Association's cost for work performed is a flat fee \$1,050.00. If the Association elects not to proceed on a file with our Firm while it is in litigation, the Association is only responsible for ½ of the fees and costs that we have incurred through the date we receive a termination notice.

¹ The Firm reserves the right to modify the fee and cost schedules contained herein upon 30 days prior written notice to the Association, specifying the modification and the effective date of such modification.

² The Firm retains the right to receive any governing document authorized, statutory, and prevailing party attorneys fees and costs from the homeowner. Should anyone other than the Association be required to pay the Firm's attorneys fees, the hourly rate for such fees shall be \$275.00 per hour or whatever amount is awarded by a court of law whichever is higher. Any payments

received from any party shall first be applied to the Firm's outstanding fees and costs with the balance remitted to the Association. If a party is required to be served outside of the state of Florida, the Association is responsible for the cost of the process server. The Association will be notified of this prior to incurring the cost.

REPRESENTATION: We agree to represent your Association regarding the various legal issues that you present to us. We ask that you designate the person or person(s) to whom we are to communicate with on behalf of the Association. If the Association ends our representation, it agrees to reimburse our Firm for any fees and costs outstanding or incurred during the process of closing the files and matters we are working on for your Association, unless such fees and costs were incurred on a collection or covenant enforcement matter that originated at our Firm and were included in Simple Solution in which case the terms of Simple Solution shall apply. Once a matter at our office is closed, the Firm reserves the right to destroy documents related to the matter after the passage of two years. If the Association would like copies of relevant documents prior to this date the Association must inform us of this in writing prior to this date. In the event the Association does not prevail in any litigation filed by our Firm and the Association is ordered to pay prevailing party fees, our Firm is not responsible for the payment of such amounts. In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party its reasonable attorney's fees and costs, whether suit be filed or not.

We look forward to working with you.

Sincerely,

/s/ John L. Di Masi, Esq.

John L. Di Masi, Esquire.

The Association accepts and agrees to the terms of this Agreement and the attachments there to.

AGREED TO AND ACCEPTED this 20 day of MAY, 2024.

Westshore Marina District Master Association, Inc.

Sign: [Signature]

Print: KEVIN MAYES

As its: President

Vick

Bankruptcies

Bankruptcy Monitoring Flat Fee - \$750.00

Perform review of bankruptcy petition; monitor case until conclusion.

Mortgage Foreclosures**

Answer Complaint and Monitoring Mortgage Foreclosure Action Flat Fee - \$600.00

Review mortgage foreclosure complaint; draft appropriate Answer and Affirmative Defenses on behalf of the Association. Monitor the mortgage foreclosure action to its conclusion and advise association of the cases progress.

* All attorney court appearances or attorney drafted filings including a proof of claim (if necessary) are billed at our standard rate of \$275.00 an hour pursuant to the association's engagement letter.

** All attorney court appearances or attorney drafted filings beyond the answer and affirmative defenses are billed at our standard rate of \$275.00 per hour pursuant to the association's engagement letter.

BOARD OF DIRECTORS

Director

(Print Name)

Address:

PHONE:

Email:

Fax:

Director

(Print Name)

Address:

PHONE:

Email:

Fax:

Director

(Print Name)

Address:

PHONE:

Email:

Fax:

Director

(Print Name)

Address:

PHONE:

Email:

Fax:

Director

(Print Name)

Address:

PHONE:

Email:

Fax:

Director

(Print Name)

Address:

PHONE:

Email:

Fax:

CONTACT INFORMATION

John L. Di Masi, Esquire

Phone: (407) 839-3383 ext. 215

Cell: (407) 497-1111

E-mail: jdimasi@orlando-law.com

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Toby Snively, Esquire

Phone: (407) 839-3383 ext. 217

E-mail: tsnively@orlando-law.com

Rebecca Blechman Sutton, Esquire

Phone: (407) 839-3383 ext. 107

E-mail: rblechman@orlando-law.com



DoodyCalls[®]
Pet Waste Management

New Port Tampa Bay CDD Pet Waste Station Service

New Port Tampa Bay CDD

3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

Vanessa Ripoll

ripollv@pfm.com
+14077235900

Gazmin Kerr

kerrg@pfm.com
407.723.5900

Reference: 20250530 154502293

Quote created: May 30, 2025

Quote expires: August 31, 2025

Quote created by: Marla Moran

Managing Member

mmoran@doodycalls.com

+19419815268

Comments from Marla Moran

Thank you for allowing our family business to serve your community. We would like to extend a 20% discount on your service due to your station purchase. The discount is reflected in this quote.

Products & Services

Item & Description	Quantity	Unit Price	Total
Pet Waste Station Service	5	\$15.00	\$60.00 / week
weekly Pet waste station service		/ week	after 20% discount
DoodyCalls Pet Waste Station Service includes:			
Removing the existing waste can liner and replacing it with a new liner.			
Restocking the litter bag dispenser as needed.			
Inspecting the station for functionality and defects that may cause a service, aesthetic, or safety concern to the community.			
Communicating any issues to the Community Manager.			
Thoroughly disinfect stations to ensure a nice clean look and proper sanitation.			
Removing waste left on the ground within a 6-foot radius of the pet waste station.			
Weekly subtotal			\$60.00
			after \$15.00 discount
Total			\$60.00

Purchase terms

1. Pet waste bags will be replenished as needed and charged \$6.80 per box.
2. DoodyCalls requires the approval of pet waste station locations before they can be installed.
3. We believe the estimate for common area cleaning allows sufficient time to clean all designated common areas. If some areas have so much trash or waste that we cannot complete all areas as noted above, we will clean the remaining areas on subsequent scheduled visits. If the cleaning is scheduled for one time only, we will obtain approval before continuing.
4. Equipment prices do not include state and local sales tax.
5. Waste and trash collected will be placed in the community's waste area or can be removed and disposed of according to state and local codes and guidelines at an additional cost.
6. DoodyCalls reserve the right to charge an annual Administrative Fee of up to \$125*
7. Requests to be listed as an addition insured may incur an annual fee of up to \$150*
8. DoodyCalls will provide the community with 60 days' notice of any price changes. Either party may cancel the work with 60 days written notice.
9. This proposal is valid for 90 days.
10. Term Net 30

*These items fluctuate depending on the New Port Tampa Bay CDD vendor requirements.

Signature

Choose a profile to start the e-signature process.

Vanessa Ripoll
ripollv@pfm.com

Vanessa Ripoll

Questions? Contact me



Marla Moran
Managing Member
mmoran@doodycalls.com
+19419815268

Doody Calls on the Suncoast
Parrish, FL 34219

Title	New Port Tampa Bay CDD Pet Waste Station Service
File name	redir
Document ID	289467a60ddf17eca9f427889f8028766c21d2fb
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

Document History



06 / 13 / 2025
13:56:36 UTC

Sent for signature to Vanessa Ripoll (ripollv@pfm.com) from
esign@hubspot.com
IP: 54.174.52.20



06 / 18 / 2025
16:52:47 UTC

Viewed by Vanessa Ripoll (ripollv@pfm.com)
IP: 155.190.7.20



06 / 18 / 2025
16:53:15 UTC

Signed by Vanessa Ripoll (ripollv@pfm.com)
IP: 155.190.7.20



COMPLETED

06 / 18 / 2025
16:53:15 UTC

The document has been completed.



DoodyCalls®
Pet Waste Management

Increased Pet Waste Station Service

New Port Tampa Bay CDD

3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

Dominic Pickering

Reference: 20251104 155625865

Quote created: November 4, 2025

Quote expires: February 28, 2026

Quote created by: Marla Moran

Managing Member

mmoran@doodycalls.com

+19419815268

Comments from Marla Moran

Thank you for allowing us to serve your community! This proposal is to recommend an increase in service to keep up with the heavy usage your stations have experienced since installation. Increasing service will keep that stations well maintained ensuring you never have unsightly, overflowing stations. Your communities 20% discount will be applied to any additional services and is reflect on this proposal.

Products & Services

Item & Description	Quantity	Unit Price	Total
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Pet Waste Station Service	5	\$30.00	\$120.00 / week
2x a Week Pet Waste Station Service		/ week	20% discount

DoodyCalls Pet Waste Station Service includes:

Removing the existing waste can liner and replacing it with a new liner.

Restocking the litter bag dispenser as needed.

Inspecting the station for functionality and defects that may cause a service, aesthetic, or safety concern to the community.

Communicating any issues to the Community Manager.

Thoroughly disinfect stations to ensure a nice clean look and proper sanitation.

Removing waste left on the ground within a 6-foot radius of the pet waste station.

Roll Bags (Box of 200)	10	\$6.80 / month	\$68.00 / month
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Weekly subtotal	\$120.00
	after \$30.00 discount

Monthly subtotal	\$68.00
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Total	\$188.00
Total contract value	\$7,056.00

Purchase terms

- 1. Pet waste bags will be replenished as needed and charged \$6.80 per box - quantity on quote is estimated based on past usage.
- 2. DoodyCalls requires the approval of pet waste station locations before they can be installed.
- 3. We believe the estimate for common area cleaning allows sufficient time to clean all designated common areas. If some areas have so much trash or waste that we cannot complete all areas as noted above, we will clean the remaining areas on subsequent scheduled visits. If the cleaning is scheduled for one time only, we will obtain approval before continuing.
- 4. Equipment prices do not include state and local sales tax.
- 5. Waste and trash collected will be placed in the community's waste area or can be removed and disposed of according to state and local codes and guidelines at an additional cost.
- 6. DoodyCalls reserve the right to charge an annual Administrative Fee of up to \$125*
- 7. Requests to be listed as an addition insured may incur an annual fee of up \$150*
- 8. DoodyCalls will provide the community with 60 days' notice of any price changes. Either party may cancel the work with 60 days written notice.
- 9. This proposal is valid for 90 days.
- 10. Term Net 30

*These items fluctuate depending on the New Port Tampa Bay CDD vendor requirements.

Signature

Signed by:

B07230EC2B804C8...

Signature

11/20/2025

Date

Dominic Pickering

Printed name

Questions? Contact me



Marla Moran
Managing Member
mmoran@doodycalls.com
+19419815268

Doody Calls on the Suncoast
Parrish, FL 34219

- Lawn Care
- Shrub Care

- Household Pest Control
- Termite

- Mosquito Reduction
- Rodent Control



PROPOSAL FOR SERVICE

Entire Lawn

St. Augustine

Square footage 8580

Initial Insect + Disease treatment needed ☒ NO
☐ YES

Turf Care Program:

This service includes all fertilization, pH testing, pH adjustment, weed control, turf damaging insect control, and disease control for the lawn. We provide 12 planned applications to the lawn per year, and the treatments are about 4 weeks apart. We include 5 granular and 7 liquid fertilizer treatments per year. We also include pre-emergence (preventative) herbicides annually and post-emergence (curative) herbicide applications on each visit to your property. If service is necessary in-between applications, there is no charge for these service calls.

See the Pricing Summary below for applicable discounts and billing options.

Pricing Summary

We offer three billing options.

- 1) Monthly Paperless Billing System (MPBS) – This is a “green” way to set your billing up and enjoy a significant discount! By automating the payment process we enjoy significant efficiencies in the office, and we pass them along to you. We will provide you with a 5% discount if you use our MPBS, which requires an email address and a credit card on file for automated, prorated monthly billing.
- 2) Annual Prepayment - We will also offer you the 5% discount if you prepay for 1-year’s service in advance. If you cancel your service before the end of the pre-paid period, we will refund the prorated amount of remaining service back to you.
- 3) Per Application Billing – With this method of payment you are invoiced at the time of service for the applications as they are performed. You can submit payment via check, over the phone, with a credit/debit card online, or with PayPal. This form of payment does not include the 5% discount.

Service	Number of Applications	Price Per Application	Annual Cost	Monthly Price with 5% Discount Applied	Annual Cost with 5% Discount Applied
Turf Care	12	120.11	1441.32	114.10	1369.25

Highlights

Please remember the following as you consider us for your service provider.

- We have 2 university-educated turf agronomists on staff and 1 university-educated horticulturalist on staff.
- We have a great reputation, and we are proud of it. We encourage you to check our reviews online at Better Business Bureau, Google, and YELP!. Additionally, we have been awarded the Angies List Super Service Award for the last 2 years. Only the top 5% of businesses earn this prestigious award.
- We provide an online portal with which you can access information about your account, treatments, and billing information at your leisure.
- We are fully insured and we carry workers comp. Proof is available upon request.
- Typically, you will have the same technician on your property for each treatment.
- Employees are all drug-tested and background checked for your peace of mind.
- NO CONTRACTS
- FREE SERVICE CALLS

If you have questions, please don't hesitate to call.

Best regards,

Timm

Green Solutions Lawn Care & Pest Control

813-684-7336

www.GreenSolutionsLPC.com



Green Solutions Pest
Control
4002 Garden Lane
Tampa, FL 33610
813-684-7336

June 26, 2023

Westshore Marina
Chris Bodie
4900 Bridge St
Tampa, FL 33611-3201

Dear Chris:

Proposal for Service

Palm Care Program:

This service includes fertilization, and control of insects and diseases for the specimen palms on your property. Our Florida soil lacks the nutrients many palms need to survive. Through the use of both granular and liquid fertilizers we can provide all the nutrition the palms need. We also drench the roots with systemic fungicides and insecticides to help provide immunity from insect and disease damage. We make four Palm Care applications per year. If service is necessary in-between applications, there is no charge for these service calls.

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See the Pricing Summary below

	Price per		Price/Month w/5%	Price/Year w/5%
Service	Application		Discount Applied	Discount Applied
Quarterly Palm Care	\$1,700		538.33	6,460.00

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Best regards,

Green Solutions Lawn Care & Pest Control
813-684-7336

www.GreenSolutionsLPC.com



Proposal for Service

Shrub Care Program:

This service includes fertilization, and control of insects and diseases for the shrubs and small trees (< 3" caliper). We make four Tree/Shrub Care applications per year. Our treatments work to control things like scale, aphids, thrips, caterpillars, and the like. We also treat to prevent fungus and assorted diseases on shrubs. If service is necessary in-between applications, there is no charge for these service calls.

See the Pricing Summary below for applicable discounts and billing options.

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Service	Number of Applications	Price Per Application	Annual Cost	Monthly Price with 5% Discount Applied	Annual Cost with 5% Discount Applied
Shrub Care	12	359	4308.00	341.05	4092.60

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New Port – Tampa Bay Community Development District

Other Matters