

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 Meeting of the New Port Tampa Bay Community Development District ("District"), scheduled to be held on **Wednesday, October 7, 2026, at 1:00 p.m. at 5120 Marina Way, Tampa, Florida, 33611. The attendance of three Board Members is required to constitute a quorum.**

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

Call in number: 1-844-621-3956

Passcode: 2539 895 0958 #

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Call to Order
- Roll Call to confirm quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the:**
 - **August 20, 2026, Board of Supervisors Meeting**
- 2. **Administer Oath of Office to Newley Elected Board member**
 - Jay Plamann

General Business Matters

3. **Discussion Regarding Marina Property Transfer and Access**
 - Insurance Update
4. **Discussion Regarding the Migration of the CDD taking over the Operations of the Master Association Beginning 1-1-27**
 - Field Management
5. **Consideration of Rizetta & Company Proposal for Community Asset Management**
6. **Discussion Regarding Traffic / Parking Violations/Towing on CDD Property**
 - Traffic Safety Concerns – Request for Speed Limit Signage
 - Traffic Evaluation Comparison
7. **Discussion Regarding Installation of Railing along Seawall Walkway**
8. **Discussion Regarding CDD Expenses Covered by Tower 1**
 - Separate Meters for Water and Power for Park and Walkway Lights
 - Discussion regarding Reimbursement of Charges to Tower 1 Association for Back Years
9. **Additional Follow Up Items from Workshop Meeting**
10. **Consideration of Resolution 2027-01, Adopting a Records Retention Policy (*provided under separate cover*)**
11. **Discussion and Consideration of MPE fee for Meeting Space and Set-up**
12. **Review and Acceptance of Fiscal Year 2025 Audit Report**
13. **Ratification of Payment Authorizations Nos. 251 – 257**

14. Review of District Financial Position

Other Business

Staff Reports

- **District Counsel**
 - **Transition Correspondence to Master Association**
- **District Engineer**
 - **Update Regarding Traffic Study & City Take Back Status**
- **District Manager**
 - **Next Meeting: October 15, 2026**
- **Site Manager / Westshore Marina District Master Association Manager**
 - **Maintenance Updates**

Audience Comments

Supervisors Requests

Adjournment



New Port – Tampa Bay Community Development District

Consideration of the Minutes of the:

- **August 20, 2026, Board of Supervisors
Meeting**

MINUTES OF MEETING

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

Thursday, August 20, 2026, at 11:00 a.m.

5120 Marina Way, Tampa, FL 33611

Board Members in attendance:

Ron Swichkow	Vice Chairperson
Don Bodie Jr.	Assistant Secretary
Scott Dutton	Assistant Secretary
Tim Cox	Assistant Secretary

Also present:

Jane Gaarlandt	PFM	
Gazmin Kerr	PFM	
Audrey Ryan	PFM	
Mark Straley	Straley Robin Vericker	
Joseph Kim	Straley Robin Vericker	
Craig Carden	Ardurra	
Annamie Lenne	Marina Pointe	(via phone)
Kevin Mays	BTI	
Mark Wiggins	Public	(via phone)
Bryan Sofner	Public	(via phone)
Andre Blanc	Public	
Sara Hewitt	Public	
Alina Gabbard	Public	
Sherry Blanc	Public	
George Telegadis	Public	
Peter Loux	Public	
Nicole Morgan	Public	
David Morgan	Public	
Joeseeph Oliver	Public	
Judith Blanton	Public	
Beth Higgins	Public	
John Joiue	Public	
Cliff Labarde	Public	
Janice Champion	Public	
Betsy Esquire	Public	
Debbie Bodie	Public	
Sanjay Sappe	Public	

W. Dale Gabbard
Audrey Gabbard

Public
Public

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Gaarlandt called the New Port - Tampa Bay Community Development District Board of Supervisors Meeting to order at 11:00 a.m. Those in attendance are outlined above.

Public Comment Period

Ms. Blanc commented that Marina Port East has been paying for utilities for the past two years and would like to know when the meters will be corrected.

Mr. Dutton provided an overview.

A resident commented on the deed transfer and asked if the grantee accepted the transfer.

Mr. Mays gave an overview on the tri-party agreement. He explained that the agreement was in place for years and included the transfer of the property to the District, but the transfer was not in effect until June 10, 2026.

Mr. Blanc asked what liability is placed on the District due to the delay of the deed transfer.

Mr. Straley stated that the District should contact insurance to insure the deeded property is now covered under the Districts insurance.

Mr. Cox noted the significant number of repairs completed on the property while it was still owned by the Developer but should have been transferred to the District.

Mr. Bodie Jr. discussed the Maintenance agreement that is in place. He encouraged the Board members to review that agreement.

Mr. Cox asked about the developer plan to continue building on the marina.

There was discussion regarding the dock and parking spaces.

Mr. Labarde commented on the deed transfer and the associated costs.

Mr. Swichkow comment regarding the parking spaces now being a part of District property after the transfer.

There was a lengthy discussion regarding the public access to those spaces.
Mr. Swichkow asked that District counsel to provide clarity on ownership.

Ms. Blanc commented on the guard house that has not been built as of yet.
There were no further public comments.

Ms. Gaarlandt noted that two letters of resignation were received, Noah Breakstone, Seat 4 and Dominic Pickering, Seat 5. She stated that both seats were up for general election.

On MOTION by Mr. Bodie Jr., seconded by Mr. Dutton, with all in favor, the Board accepted the letters of resignation from Noah Breakstone, Seat 4 and Dominic Pickering, Seat 5.

Ms. Gaarlandt requested nominations for seat 4 and seat 5.

On MOTION by Mr. Swichkow, seconded by Mr. Dutton with all in favor, the Board nominated Tim Cox for Seat 4 and Jay Plamann for Seat 5.

Mr. Gaarlandt swore in Tim Cox, Seat 4. Mr. Plamann was not present.

Consideration of the Minutes of the:

- **March 26, 2026, Special Board of Supervisors Meeting**
- **April 2, 2026, Continued Board of Supervisors Meeting**
- **April 28, 2026, Board of Supervisors Meeting**
- **June 4, 2026, Board of Supervisors Meeting**

Ms. Gaarlandt noted the minutes were sent to the Board in advance for review. Mr. Swichkow's comments were incorporated.

Mr. Dutton noted a typo on the March 26, 2026, minutes that needs correction.

On MOTION by Mr. Swichkow, seconded by Mr. Bodie Jr., with all in favor, the Board approved the Minutes of the March 26, 2026, Special Board of Supervisors Meeting, the Minutes of the April 2, 2026, Continues Board of Supervisors Meeting, the Minutes of the April 28, 2026, Board of Supervisors Meeting and the Minutes of the June 4, 2026, Board of Supervisors Meeting with the noted revision.

Consideration of Resolution 2026-05, Adopting the Annual Meeting Schedule for Fiscal Year 2026-2027

Ms. Gaarlandt reviewed the meeting schedule with the Board and suggested noticing monthly meetings and If there is no need to meet meetings can be cancelled.

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board approved Resolution 2026-05, Adopting the Annual Meeting Schedule for Fiscal Year 2026-2027, meeting on the third Thursday of every month at 11:00 a.m. at 5120 Marina Way, Tampa, FL 33611.

A resident asked if the meetings were public and how they could find out when the meetings were being held.

Consideration of Resolution 2026-06, Performance Measures, Standards and Annual Reporting

Ms. Gaarlandt noted this is a statutory requirement and no changes have been made to the current goals in place.

On MOTION by Mr. Swichkow, seconded by Mr. Cox, with all in favor, the Board approved Resolution 2026-06, Performance Measures, Standards and Annual Reporting and authorized the chair to execute the Fiscal Year 2026 Report.

SECOND ORDER OF BUSINESS

General Business Matters

Public Hearing on the Adoption of the District's Annual Budget and Levy of O&M Assessments

- **Public Comments and Testimony**
- **Board Comments**
 - A. Consideration of Resolution 2026-07, Adopting the Fiscal Year 2027 Budget and Appropriating Funds**
 - B. Consideration of O&M Assessments Methodology**
 - C. Consideration of Resolution 2026-08, Levying O&M Assessments and Certifying an Assessment Roll**

Ms. Gaarlandt called for a motion to open the public hearing. She noted this hearing was noticed per statutory requirements.

On MOTION by Mr. Bodie Jr., seconded by Mr. Cox, with all in favor, the Board opened the Public Hearing.

Mr. Gaarlandt noted two letters of objection were received from Marina Pointe Central Developer LLC and Marina Pointe West Developer LLC and were circulated to the board prior to today's hearing.

A resident inquired about Holiday decorations.

Mr. Cox noted that the District has available funds in the budget and proposals are being received.

A resident commented on the Landscaping expenses and wanted to know how the numbers were determined.

Mr. Cox gave an update on the projected projects and additional improvements needed if the budget allows.

Ms. Blanc mentioned a broken light that needs replaced and asked if the Budget accounts for that expense.

A resident commented on the palm trees replacement.

Mr. Bodie Jr. noted that there are 74 trees that need to be removed and replaced.

A resident commented on the funding issues from the apartments and wanted to know when it would be resolved.

Mr. Cox noted there was a meeting with the developer to discuss the funding.

A resident commented on the for-sale sign on Bridge Street and noted it was blocking the retail space signage.

A resident noted the signage on the fencing is falling off.

A resident questioned if road maintenance was City or District responsibility.

The Board confirmed that road maintenance is the District's responsibility.

There was a lengthy discussion regarding the Tri- party agreement with the Master Association.

On MOTION by Mr. Swichkow, Mr. Bodie Jr., seconded by Mr. Bodie Jr., with all in favor, the Board closed the public hearing.

A board member questioned if there was a need for an updated reserve study.

On MOTION by Mr. Bodie Jr., seconded by Mr. Cox, with all in favor, the Board approved Resolution 2026-07, Adopting the Fiscal Year 2027 Budget and Appropriating Funds.

Mr. McKay noted that the methodology report was presented in detail at the June 2026 Board meeting. The only changes made were to Field Services from \$600,000.00 to \$700,000.00.

There were no public comments.

On MOTION by Mr. Swichkow, seconded by Mr. Dutton, with all in favor, the Board approved the updated O&M Assessment Methodology.

Ms. Gaarlandt noted that a portion of the debt service assessment has previously been collected off roll and everything is now going on roll.

There were no public comments.

There were no Board comments.

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board approved Resolution 2026-08, Levying O&M Assessments and Certifying an Assessment Roll.

Consideration of PFM Fee Increase Letter

Ms. Gaarlandt noted that the increase was previously approved through the Fiscal Year 2026-2027 budget. The letter is for PFM internal purposes.

On MOTION by Mr. Swichkow, seconded by Mr. Bodie Jr., with all in favor, the Board approved PFM Fee Increase Letter.

Consideration of 2021-2026 26 Arbitrage Rebate Report

The Board reviewed the 2021-2026 26 Arbitrage Rebate Report.

Ms. Gaarlandt noted that there is no tax liability.

On MOTION by Mr. Swichkow, seconded by Mr. Bodie Jr., with all in favor, the Board accepted 2021-2026 26 Arbitrage Rebate Report.

**Consideration of 2026-2027
Arbitrage Rebate Engagement
Letter with LLS Tax Solutions, Inc.**

The Board reviewed the 2026-2027 Arbitrage Rebate Engagement Letter with LLS Tax Solutions, Inc.

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board accepted 2020-2027 Arbitrage Rebate Engagement Letter with LLS Tax Solutions, Inc.

**Discussion Regarding Threatened
Litigation**

Mr. Swichkow noted that this was related to the termination of the Tri-party agreement with the Master Association.

Mr. Dutton noted that he met with a candidate for potential outside counsel. The meeting was preliminary to go over fees.

**Discussion Regarding Status of
Engagement of Outside Counsel**

The Board had a brief discussion regarding the engagement of outside counsel.

**Discussion Regarding Marina
Property Transfer and Access**

This item was discussed earlier in the meeting.

**Discussion Regarding
Traffic/Parking Violations/Towing
on CDD Property**

- Traffic Safety Concerns - Request for Speed Limit Signage

Mr. Gaarlandt noted there was a request for signage.

Mr. Bodie Jr. discussed the possibility of working with a towing company.

There was brief discussion regarding Traffic control.

Ms. Hewitt noted that a resident has had repeated incidents operating a vehicle at excessive speed while leaving the parking garage. Currently there are no posted speed limit signs on a District maintained road. She is advocating community safety and would like additional safety measures to be put in place.

There was discussion amongst the Board about possible solutions and getting the police involved.

A resident commented on the safety concerns with pedestrians and the roundabouts.

The Board discussed repainting the crosswalks.

Discussion Regarding Marina Installation of Railing along Seawall Walkway

Mr. Swickow noted he thought the Developer was going to install the railing and they did not.

Mr. Mays noted that they have received quotes but there is no requirement for a railing to be installed.

There was brief discussion regarding whether the railing would be installed on Newport or District property.

Mr. Mays stated the Developer is willing to contribute to the cost.

Mr. Cox stated he will work with the Master Association in regard to ownership.

Discussion Regarding CDD Expenses Covered by Tower 1

- Separate Meters for Water and Power for Park and Walkway Lights
- Discussion regarding Reimbursement of Charges for Tower 1 Association for Back Years

This item was discussed under public comment searlier in the meeting.

**Ratification of Payment
Authorization Nos. 241 - 250**

Ms. Gaarlandt noted these were previously approved and were for ratification only. These are all standard District expenses.

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board ratified Payment Authorization Nos. 241 – 250.

**Review of District Financial
Position**

The Board reviewed the District's financial position through the end of July 2026.

No action was required by the Board.

FOURTH ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer –

- **Update Regarding Traffic Study & City Take Back Status**

District Manager – Ms. Gaarlandt noted that the next board meeting will be in September at the current location.

Ms. Gaarlandt noted that she will be sending Mr. Cox and email regarding the Form 1 filing requirements and the Sunshine law.

Site Manager –

- **Maintenance Updates**

Ms. Gaarlandt noted that she was notified that Mr. Bodie had submitted his resignation.

**Supervisor Requests and
Audience Comments**

There was discussion amongst the Board regarding the Fiscal Year 2027 starting in October and funds not being available until December.

Mr. Bodie, Jr., noted that the letters sent to the public should be pre-noticed to Board members.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Swickow, seconded by Mr. Bodie Jr., with all in favor, the Board of Supervisors for the New Port Tampa District adjourned the August 20, 2026, Board of Supervisors' Meeting.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson



New Port – Tampa Bay Community Development District

**Administer Oath of Office to Newly Elected
Board member**

- **Jay Plamann**

OATH OR AFFIRMATION OF OFFICE

I _____, a Citizen of the State of Florida and of the United State of America, and being an officer of the New Port Tampa Bay Community Development District and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties delegated to me as a member of the Board of Supervisors of the New Port Tampa Bay Community Development District, Hillsborough County, Florida.

Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) before me this ____day of _____, 2026, by _____, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____



New Port – Tampa Bay Community Development District

Discussion Regarding Marina Property Transfer and Access

- **Insurance Update**



New Port – Tampa Bay Community Development District

**Discussion Regarding the Migration of the
CDD taking over the Operations of the
Master Association Beginning 1-1-27**

- **Field Management**



New Port – Tampa Bay Community Development District

Consideration of Rizetta & Company Proposal for Community Asset Management



Rizzetta & Company
Professionals in Community Management



PROPOSAL

COMMUNITY ASSET MANAGEMENT

Prepared for: New Port Tampa Community Development District

STEWARDSHIP of EXCEPTIONAL
COMMUNITY ENVIRONMENTS



COMMUNITY ASSET MANAGEMENT

Some of the largest expenses in any planned community are the wide-ranging community assets – from immaculate recreational facilities and sparkling pools to meandering trails and lush landscapes. Why not have professional, experienced community asset managers ensuring they are thriving and beautifully framing the community as they were intended?

Our Community Asset Management team includes landscape designers, former commercial landscape & irrigation maintenance company account managers and horticulturists and former on-site maintenance specialists well versed in many standard operating procedures required to keep communities running like well-oiled machines. Rizzetta & Company's Community Asset Management team has a combined total of more than 75 years' experience keeping Florida's ever-expanding communities thriving!

Our team is committed to elevating the ambiance in your community by conducting detailed inspections, providing formal reporting, landscape planning, and effective vendor management strategies.

A community's environment can convey a "Wow" factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. The Rizzetta & Company Community Asset Management team provides the expertise needed for a well-planned, well-maintained community now and for the future.





INSPECTIONS AND OTHER SERVICES

Our community asset management team is committed to preserving and enhancing the community environment with detailed inspections, formal reporting, enhancement planning, and effective vendor communication strategies.

Community Asset Management Plan: Upon request and following fee agreement, perform a complete inventory of the community's assets and provide an inventory report to the board.

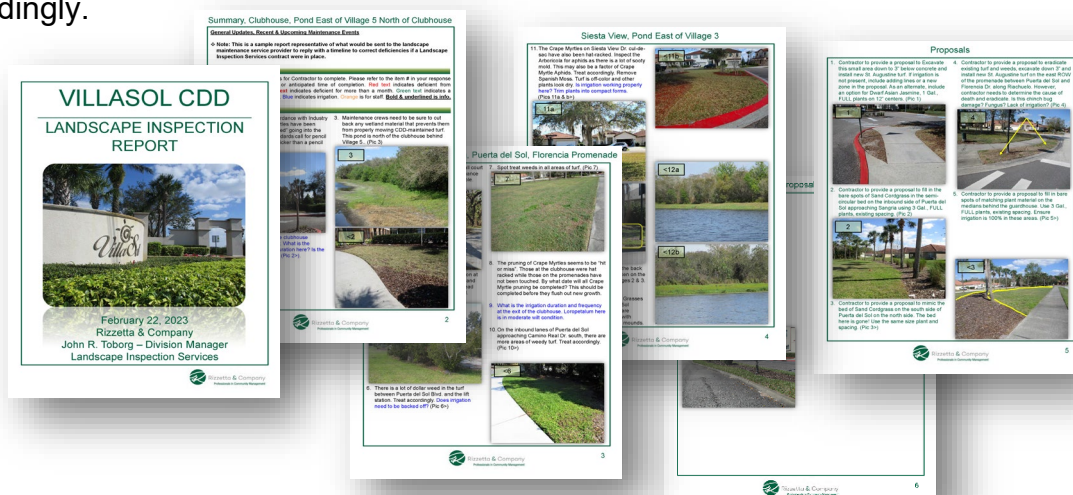
Landscape Design: Landscape designers on staff available for landscape consultation, enhancements, and design upon request and following fee agreement.

Landscape & Irrigation Maintenance Scope of Services Development: Upon request and following fee agreement, develop a Request For Proposal (RFP) or Invitation To Quote (ITQ) document to include a customized set of standards and specifications based on the community needs and budget. We will conduct the bidding process, review, and prepare bid tabulation documents for the board and assist the board with evaluating the bid tabulation and other pertinent information.

Community Asset Inspections: Perform grounds inspections, provide the board with an inspection report, notify maintenance contractor(s) of deficiencies in service, and obtain proposals for incidental landscape and other asset enhancement projects.

Landscape Turnover Inspections: Upon request, attend landscape turnover on-site meetings and participate in the inspection on behalf of the board. Follow up report provided.

Master Task Project Plan for Mature Communities: Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.





SCOPE OF SERVICES

Rizzetta & Company is pleased to provide this proposal for professional Community Asset Management Inspections. These services will be provided on a recurring basis, with a detailed description provided below.

Community Asset Management

Standard Services

Conduct regular on-site meetings with the irrigation and landscape maintenance vendors to ensure all landscape deficiencies are being corrected and that all irrigation systems are programmed properly to adhere to all municipal ordinances and restrictions.

Regular policing of the CDD-maintained property (see attached CDD Maintenance Areas Exhibit for limits) to report on any required repairs, replacements or damage to landscape, irrigation and other community assets to include:

- tree and palm trimming
- shrub pruning
- dead turf removal and replacement
- dead shrub removal and replacement
- lifting of trees above roadways and sidewalks
- accent lighting, street lighting, bollard lighting, trash receptacles, dog waste stations
- signage, both traffic and community directionals/informational
- handrails
- sidewalks, curbs, asphalt
- On those specific occasions when fertilizers are to be applied to turf and plant materials, confirm on site the correct formulas and quantities are being delivered and distributed.

Conduct a bi-weekly (every other week) evening inspection to ensure all CDD-maintained lighting (decorative bollard-style as well as streetlights) and signage are operating properly. Coordinate with vendors should repairs/replacements be required. When complete, confirm all repairs/replacements have been made to the satisfaction of the District.

Produce a monthly summary of all tasks completed for the month and provide it to the board of supervisors.



SCOPE OF

SERVICES cont.

Community Asset Management

Additional Services

- “After the Storm” Recovery Management and oversight
- Complete administration of a formal Request for Proposals (RFP) process for landscape & irrigation maintenance
- Landscape enhancement design services

* Any marina or seawall oversight is excluded from this proposal.



COMMUNITY ASSET MANAGEMENT INSPECTION SERVICES FEE

Based on the Scope of Services, Rizzetta & Company proposes the following Community Asset Management Inspection Services fee:

Option 1. – Scope of Services as presented (service fee will be billed monthly):

- \$4905 (includes management fee)

Submitted

By: _____

Lucianno Mastrionni

Vice President, Business Operations
Rizzetta & Company

Date: _____

Accepted

By: _____

Print: _____

For: New Port Tampa Community Development
District

Date: _____

WE BUILD

PARTNERSHIPS

THAT LAST



Rizzetta & Company

Professionals in Community Management

CORPORATE OFFICE

3434 Colwell Avenue, Suite 200, Tampa, FL 33614

888-208-5008 | rizzetta.com

CONTRACT FOR PROFESSIONAL COMMUNITY ASSET MANAGEMENT SERVICES

DATE: November 1, 2026

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Community Asset Manager**")

AND: **NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT**
3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817
(Hereinafter referred to as "**District**," and together with Community Asset Manager, the "**Parties**.")

- I. The purpose of this contract for professional community asset management services (hereinafter referred to as "**Contract**") is for the Community Asset Manager to provide professional field services to the District pursuant to industry standards and best practices. A detailed description of these services is provided below.

A. STANDARD ON-GOING SERVICES. The Community Asset Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. Perform regular community asset/landscape maintenance inspections to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts. Also included in this inspection will be other assets such as street lighting, traffic signage, fences, superficial clubhouse repairs and amenity assets.
- ii. Perform an evening inspection to ensure all CDD-maintained lighting and signage are operating properly, at a frequency of twice



Rizzetta & Company

(2) per month.

- iii. Provide the District with one (1) monthly community asset management report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- iv. Upon request of the District, attend up to twelve (12) District board meetings in person, per fiscal year, to review community asset management report, or discuss other landscape and/or community asset-related issues.
- v. Notify landscape and other maintenance contractors about deficiencies in service or need for additional care.
- vi. Monitor the progress of landscape maintenance and other contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time.
- vii. Provide input for preparation of the District's annual budget.
- viii. Upon request, and following fee agreement, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. Additional requests for this service shall require a proposal be presented to the Board and approval by the District prior to conducting such additional services.
- ix. Obtain landscape maintenance proposals as well as other proposals for the repair/replacement of other community assets as requested by the District and provide them to the District Manager.

B. TIME FRAME. The Standard On-Going Services shall be provided as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Community Asset Manager. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to, attendance at additional meetings. If any additional services are required or requested, the Community Asset Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Community Asset Manager shall undertake



Rizzetta & Company

the additional services after the District has issued its written approval of the description and fees for such services to the Community Asset Manager.

- III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Community Asset Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Community Asset Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Community Asset Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Community Asset Manager.
- IV. TERM.** The Community Asset Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Community Asset Manager acknowledges that the prices of this Contract are firm and that the Community Asset Manager may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Section I of this Contract is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Community Asset Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit A**. Unless otherwise specified by this Contract, the Community Asset Manager shall invoice the District for the Community Asset Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund



Rizzetta & Company

Budget shall not constitute the District's consent for payment of any expenses.

- iii. In the event the District authorizes a change in the scope of services requested, Community Asset Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Community Asset Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Community Asset Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.
- v. Fees for services to be billed on an hourly basis shall be billed at the Community Asset Manager's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit A**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Community Asset Manager's current hourly rates are shown in **Exhibit A** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.
- ii. **Additional Services.** Additional Services shall be billed monthly on an hourly basis for the hours incurred at the Community Asset Manager's current hourly rate as shown in **Exhibit A**.



Rizzetta & Company

iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the Community Asset Manager's current hourly rate as shown in **Exhibit A**.

iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Community Asset Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

VI. SUSPENSION OF SERVICES FOR NON-PAYMENT. The Community Asset Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Community Asset Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Community Asset Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

VII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

VIII. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Community Asset Manager.

IX. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Community Asset Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Community Asset Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Community Asset Manager. Community Asset Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.



X. DISAGREEMENTS BETWEEN DISTRICT AND LANDSCAPE CONTRACTOR.

Rizzetta & Company

Community Asset Manager shall, as necessary, render a written opinion on all claims of District and the landscape contractor relating to the acceptability of the landscape contractor's work or the interpretation of the requirements of the landscape and irrigation contract documents pertaining to the progress of landscape contractor's work.

XI. TERMINATION. This Contract may be terminated as follows:

- A.** By the District for "good cause" with a ten (10) day notice which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Community Asset Manager. Termination for "good cause" shall be effected by written notice to the Community Asset Manager at the address noted herein.
- B.** By the Community Asset Manager for "good cause", with a ten (10) day notice which shall include, but is not limited to, failure of the District to timely pay Community Asset Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Community Asset Manager to undertake any action or implement a policy of the Board which Community Asset Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.
- C.** By the Community Asset Manager or District, for any reason, upon provision of a minimum of sixty (60) days' written notice of termination to the address noted herein.
- D.** Upon any termination, Community Asset Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Community Asset Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within forty-five (45) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees



Rizzetta & Company

and costs incurred in determining entitlement to and reasonableness of such fees and costs.

- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Polk County, Florida.
- E. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Community Asset Manager
- E. The Community Asset Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Community Asset Manager agrees to take steps to repair any damage resulting from the Community Asset Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Community Asset Manager, the District agrees to indemnify, defend, and hold harmless the Community Asset Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Community Asset Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Community Asset Manager may be entitled and shall continue after the Community Asset Manager has ceased to be engaged under this Contract.



Rizzetta & Company

COMMUNITY ASSET MANAGER INDEMNIFICATION. The Community Asset Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Community Asset Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Community Asset Manager has ceased to be engaged under this Contract.

B. INDEMNIFICATION OBLIGATIONS. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

The terms of this Section shall survive the termination of this Contract.

XIV. INSURANCE.

- A.** The District shall provide and maintain Directors and Officers Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Community Asset Manager shall always provide and maintain the following levels of insurance coverage throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.



Rizzetta & Company

- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Community Asset Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
 - C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Community Asset Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
 - D. If the Community Asset Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Community Asset Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Community Asset Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Community Asset Manager or the District without the prior written approval of the other party is void.
- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

New Port Tampa Bay CDD
3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817
Attn: District Manager

With a copy to:

Attn: District Counsel

If to the Community Asset Manager:

Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614



Rizzetta & Company

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Community Asset Manager may deliver Notice on behalf of the District and the Community Asset Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Community Asset Manager and shall remain effective until terminated by either the District or the Community Asset Manager in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Community Asset Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Community Asset Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Community Asset Manager, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Community Asset Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the



Rizzetta & Company

provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Community Asset Manager and their respective representatives, successors, and assigns.

- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Community Asset Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the Community Asset Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Community Asset Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Community Asset Manager as an arm's length transaction. The District and the Community Asset Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract 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.
- XXV. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Community Asset Manager represents that Community Asset Manager is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- B.** If the District has a good faith belief that the Community Asset Manager has knowingly violated Section 448.09(1), Florida Statutes, the District shall



Rizzetta & Company

terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Community Asset Manager otherwise complied with its obligations thereunder, the District shall promptly notify the Community Asset Manager, and the Community Asset Manager shall immediately terminate its contract with the subcontractor.

- C. If this Agreement is terminated in accordance with this section, then the Community Asset Manager shall be liable for any additional costs incurred by the District.

XXVI. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by Community Asset Manager. If Community Asset Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the Community Asset Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit employees from going to the areas managed by the District to provide services upon written notice to the District. During the period of time that employees are prohibited from going to areas managed by the District, the Community Asset Manager shall have no responsibility for performance of services under this Contract. Further, the Community Asset Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the Community Asset Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the Community Asset Manager's employees are prevented from going to areas managed by the District.

XXVII. FORCE MAJEURE. The parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by the Community Asset Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party



Rizzetta & Company

(other than payment to the Landscape Inspection by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVIII. DISCLAIMER. Landscape/Community Asset Inspections are not responsible to detect or uncover dangerous conditions in water or on land, construction defects, environment or hazardous material issues, water intrusions, mold, fungi, spores or other defects and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not Community Asset Manager's responsibility to determine whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the District. Any third-party contractor, vendor, professional, or other consultant providing goods or performing services to District is solely responsible for the performance of the work or the quality of the goods. In addition, Community Asset Manager shall not be liable to District or residents, guests, or invitees for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for District. Community Asset Manager disclaims any and all liability related to, arising out of or associated with the services referenced in this paragraph and Community Asset Manager has no liability for any claims or lawsuits related to, arising out of, or associated with the services referenced in this paragraph or for any lack of response or effort by vendors and contractors, lack of quality of any parts or work performed by contractors, or their negligent or wrongful acts or inaction, including those actions which may result in the destruction of any property, injury or death of any person. This paragraph survives the expiration or termination of this Contract.

XXIV. DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(remainder of page intentionally left blank)



Rizzetta & Company

Therefore, the Community Asset Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & CO., INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Witness

Print Name of Witness

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT
DISTRICT**

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____
Secretary/Assistant Secretary
Board of Supervisors

Print Name



Rizzetta & Company

EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule beginning November 1, 2026:

MONTHLY

\$4,905

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
President	\$500.00
Chief Financial Manager	\$450.00
Vice President	\$400.00
Regional District Manager	\$300.00
Accounting Manager	\$300.00
Finance Manager	\$300.00
District Manager	\$250.00
Amenity Services Manager	\$250.00
Clubhouse Manager	\$250.00
Community Asset Management Division Manager	\$250.00
Community Asset Managers	\$200.00
Senior Accountant	\$225.00
Staff Accountant	\$150.00
Financial Associate	\$150.00
Administrative Assistant	\$100.00
Administration Clerk	\$100.00



Rizzetta & Company

EXHIBIT B

Nongovernmental Entity
Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

Rizzetta & Company, Incorporated,
a Florida Corporation

By: _____

Name: William J. Rizzetta

Title: President



Rizzetta & Company

EXHIBIT C

Municipal Advisor Disclaimer

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



Rizzetta & Company



New Port – Tampa Bay Community Development District

Discussion Regarding Traffic / Parking Violations/Towing on CDD Property

- **Traffic Safety Concerns – Request for
Speed Limit Signage**
- **Traffic Evaluation Comparison**



New Port – Tampa Bay Community Development District

**Discussion Regarding Installation of Railing
along Seawall Walkway**



New Port – Tampa Bay Community Development District

Discussion Regarding CDD Expenses Covered by Tower 1

- **Separate Meters for Water and Power for
Park and Walkway Lights**
- **Discussion regarding Reimbursement of
Charges to Tower 1 Association for Back
Years**



New Port – Tampa Bay Community Development District

Additional Follow Up Items from Workshop Meeting



New Port – Tampa Bay Community Development District

**Consideration of Resolution 2027-01,
Adopting a Records Retention Policy**
(provided under separate cover)



New Port – Tampa Bay Community Development District

**Discussion and Consideration of MPE fee for
Meeting Space and Set-up**



New Port – Tampa Bay Community Development District

Review and Acceptance of Fiscal Year 2025 Audit Report

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA**

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to Financial Statements	13-21
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	22
Notes to Required Supplementary Information	23
OTHER INFORMATION	
Data Elements required by FL Statute 218.39 (3) (c)	24
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	25-26
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	27
MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	28-29



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
New Port Tampa Bay Community Development District
City of Tampa, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of New Port Tampa Bay Community Development District, City of Tampa, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 25, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

February 25, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of New Port Tampa Bay Community Development District, City of Tampa, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$4,288,930.
- The change in the District's total net position in comparison with the prior fiscal year was \$342,524, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$1,143,195, an increase of \$276,745 in comparison with the prior fiscal year. The total fund balance is non-spendable for deposits and prepaid items, restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2025	2024
Assets, excluding capital assets	\$ 1,158,007	\$ 883,684
Capital assets, net of depreciation	14,234,969	14,401,945
Total assets	15,392,976	15,285,629
Liabilities, excluding long-term liabilities	194,046	199,223
Long-term liabilities	10,910,000	11,140,000
Total liabilities	11,104,046	11,339,223
Net position		
Net investment in capital assets	3,386,389	3,307,487
Restricted	731,580	499,685
Unrestricted	170,961	139,234
Total net position	\$ 4,288,930	\$ 3,946,406

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues:		
Charges for services	\$ 980,518	\$ 545,637
Operating grants and contributions	40,073	263,142
Capital grants and contributions	2,856	202,717
General revenues:		
Unrestricted investment earnings	7,948	8,542
Total revenues	1,031,395	1,020,038
Expenses:		
General government	71,675	69,074
Maintenance and operations	183,176	183,176
Interest and other charges	434,020	440,548
Total expenses	688,871	692,798
Change in net position	342,524	327,240
Net position - beginning	3,946,406	3,619,166
Net position - ending	\$ 4,288,930	\$ 3,946,406

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$688,871. The costs of the District's activities were primarily funded by program revenues. Program revenues, while comprised primarily of assessments for the current fiscal year, also include investment earnings. In total, expenses decreased slightly from the previous year due to the decrease in interest expense.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$15,124,152 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$889,183 has been taken, which resulted in a net book value of \$14,234,969. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$10,910,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

For the subsequent fiscal year, the District anticipates that the cost of general operations will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the New Port Tampa Bay Community Development District's Finance Department at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida, 32817.

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 162,170
Interest receivable	3,314
Deposits and prepaid expenses	11,091
Restricted assets:	
Investments	981,432
Capital assets:	
Nondepreciable	10,128,639
Depreciable, net	<u>4,106,330</u>
Total assets	<u>15,392,976</u>
 LIABILITIES	
Accounts payable and accrued expenses	1,550
Retainage payable	13,262
Accrued interest payable	179,234
Non-current liabilities:	
Due within one year	235,000
Due in more than one year	<u>10,675,000</u>
Total liabilities	<u>11,104,046</u>
 NET POSITION	
Net investment in capital assets	3,386,389
Restricted for debt service	731,580
Unrestricted	<u>170,961</u>
Total net position	<u>\$ 4,288,930</u>

See notes to the financial statements

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 71,675	\$ 71,675	\$ -	\$ -	\$ -
Maintenance and operations	183,176	23,779	-	2,856	(156,541)
Interest on long-term debt	434,020	885,064	40,073	-	491,117
Total governmental activities	688,871	980,518	40,073	2,856	334,576
General revenues:					
Unrestricted investment earnings					7,948
Total general revenues					7,948
Change in net position					342,524
Net position - beginning					3,946,406
Net position - ending					\$ 4,288,930

See notes to the financial statements

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 162,170	\$ -	\$ -	\$ 162,170
Investments	-	907,748	73,684	981,432
Interest receivable	-	3,066	248	3,314
Deposits and prepaid items	10,341	-	750	11,091
Total assets	<u>\$ 172,511</u>	<u>\$ 910,814</u>	<u>\$ 74,682</u>	<u>\$ 1,158,007</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 1,550	\$ -	\$ -	\$ 1,550
Retainage payable	-	-	13,262	13,262
Total liabilities	<u>1,550</u>	<u>-</u>	<u>13,262</u>	<u>14,812</u>
Fund balances:				
Nonspendable:				
Deposits and prepaid items	10,341	-	750	11,091
Restricted for:				
Debt service	-	910,814	-	910,814
Capital projects	-	-	60,670	60,670
Unassigned	160,620	-	-	160,620
Total fund balances	<u>170,961</u>	<u>910,814</u>	<u>61,420</u>	<u>1,143,195</u>
Total liabilities and fund balances	<u>\$ 172,511</u>	<u>\$ 910,814</u>	<u>\$ 74,682</u>	<u>\$ 1,158,007</u>

See notes to the financial statements

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds	\$ 1,143,195
-----------------------------------	--------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	15,124,152	
Accumulated depreciation	<u>(889,183)</u>	14,234,969

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(179,234)	
Bonds payable	<u>(10,910,000)</u>	<u>(11,089,234)</u>

Net position of governmental activities	<u><u>\$ 4,288,930</u></u>
---	----------------------------

See notes to the financial statements

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 95,454	\$ 885,064	\$ -	\$ 980,518
Net investment earnings	7,948	40,073	2,856	50,877
Total revenues	103,402	925,137	2,856	1,031,395
EXPENDITURES				
Current:				
General government	71,675	-	-	71,675
Debt service:				
Principal	-	230,000	-	230,000
Interest	-	436,775	-	436,775
Capital outlay	-	-	16,200	16,200
Total expenditures	71,675	666,775	16,200	754,650
Excess (deficiency) of revenues over (under) expenditures	31,727	258,362	(13,344)	276,745
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(29,222)	29,222	-
Total other financing sources (uses)	-	(29,222)	29,222	-
Net change in fund balances	31,727	229,140	15,878	276,745
Fund balances - beginning	139,234	681,674	45,542	866,450
Fund balances - ending	\$ 170,961	\$ 910,814	\$ 61,420	\$ 1,143,195

See notes to the financial statements

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ 276,745
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	16,200
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.	(183,176)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	230,000
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>2,755</u>
Change in net position of governmental activities	<u>\$ 342,524</u>

See notes to the financial statements

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

New Port Tampa Bay Community Development District ("District") was established on August 25, 2005, by Ordinance 2005-233 of the City of Tampa, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District. The District has entered into an infrastructure management agreement with Westshore Marina District Master Association, Inc. (the "Association"), in which the Association has agreed to assess and collect dues from property owners within the District in order to incur all expenses related to the maintenance of the infrastructure improvements that are owned by the District. The agreement with the Association is for a 50 year term.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, two of the five Board members are affiliated with the Developer.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to debt covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure	20 - 30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized cost	Credit Risk	Maturities
U.S. Bank Gcts 0490	\$ 981,432	N/A	N/A
Total Investments	<u>\$ 981,432</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1: Investments* whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025, were as follows:

Fund	Transfer in	Transfer out
Debt service	\$ -	\$ 29,222
Capital projects	29,222	-
Total	<u>\$ 29,222</u>	<u>\$ 29,222</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indenture.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 10,112,439	\$ 16,200	\$ -	\$ 10,128,639
Total capital assets, not being depreciated	10,112,439	16,200	-	10,128,639
Capital assets, being depreciated				
Infrastructure	4,995,513	-	-	4,995,513
Total capital assets, being depreciated	4,995,513	-	-	4,995,513
Less accumulated depreciation for:				
Infrastructure	706,007	183,176	-	889,183
Total accumulated depreciation	706,007	183,176	-	889,183
Total capital assets, being depreciated, net	4,289,506	(183,176)	-	4,106,330
Governmental activities capital assets, net	\$ 14,401,945	\$ (166,976)	\$ -	\$ 14,234,969

Prior to issuing the Series 2021 Bonds the District had \$3,996,000 in capital assets. The total projected cost of the 2021 project has been estimated at approximately \$10,229,060. These amounts are to be funded with proceeds from Series 2021 Bonds with the remainder funded by the Developer. In addition, upon completion, certain improvements are to be conveyed to other entities for ownership and maintenance.

The Developer has guaranteed to provide approximately \$125,000 in funding for the construction of a guard house for the benefit of the District. As of September 30, 2025, the guard house has not been constructed.

NOTE 7 – LONG-TERM LIABILITIES

Series 2021

On January 22, 2021, the District issued \$11,580,000 of Capital Improvement Revenue Bonds, Series 2021 consisting of various term bonds with various maturity dates from May 1, 2026, to May 1, 2052, and with fixed interest rates ranging from 2.875% to 4.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023, through May 1, 2052.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be transferred to the acquisition and construction trust account to pay for project costs in accordance with the bond indenture; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2021	\$ 11,140,000	\$ -	\$ 230,000	\$ 10,910,000	\$ 235,000
Total	\$ 11,140,000	\$ -	\$ 230,000	\$ 10,910,000	\$ 235,000

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 235,000	\$ 430,163	\$ 665,163
2027	245,000	423,406	668,406
2028	255,000	414,831	669,831
2029	260,000	405,906	665,906
2030	270,000	396,806	666,806
2031-2035	1,515,000	1,828,025	3,343,025
2036-2040	1,850,000	1,510,938	3,360,938
2041-2045	2,245,000	1,116,219	3,361,219
2046-2050	2,760,000	614,213	3,374,213
2051-2052	1,275,000	79,406	1,354,406
Total	\$ 10,910,000	\$ 7,219,913	\$ 18,129,913

NOTE 8 – DEVELOPER TRANSACTIONS AND CONCENTRATION

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – GRANT

During the fiscal year ended September 30, 2024, the District received a grant of \$199,900 from the State of Florida to cover a portion of the cost of a dock built by the Developer on behalf of the District. According to the Grant Agreement, the District agreed to dedicate the property to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 12 – INFRASTRUCTURE OPERATING/MANAGEMENT AGREEMENT

On February 7, 2017, the District entered into an agreement with Westshore Marina District Master Association, Inc. (the “Association”), whereby the Association will assume all responsibility for and provide all necessary and required operational, maintenance, repair and replacement services for the public infrastructure and common areas for which the District bears responsibility including all existing infrastructure and infrastructure improvements that may be constructed in the future. The agreement shall continue for an initial term of 50 years and, provided the agreement is not terminated by either party, shall automatically renew for two successive 25 year terms.

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 93,955	\$ 95,454	\$ 1,499
Net investment earnings	-	7,948	7,948
Total revenues	<u>93,955</u>	<u>103,402</u>	<u>9,447</u>
EXPENDITURES			
Current:			
General government	93,955	71,675	22,280
Total expenditures	<u>93,955</u>	<u>71,675</u>	<u>22,280</u>
Net change in fund balances	<u>\$ -</u>	<u>31,727</u>	<u>\$ 31,727</u>
Fund balance - beginning		<u>139,234</u>	
Fund balance - ending		<u>\$ 170,961</u>	

See notes to required supplementary information

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
CITY OF TAMPA, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	2
Employee compensation	\$0
Independent contractor compensation	\$42,126
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$77.34 Debt service - \$1,882.19
Special assessments collected	\$980,518
Outstanding Bonds:	
Series 2021, due May 1, 2052	\$10,910,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
New Port Tampa Bay Community Development District
City of Tampa, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of New Port Tampa Bay Community Development District, City of Tampa, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated February 25, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 25, 2026



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
New Port Tampa Bay Community Development District
City of Tampa, Florida

We have examined New Port Tampa Bay Community Development District, City of Tampa, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of New Port Tampa Bay Community Development District, City of Tampa, Florida and is not intended to be and should not be used by anyone other than these specified parties.

February 25, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
New Port Tampa Bay Community Development District
City of Tampa

Report on the Financial Statements

We have audited the accompanying basic financial statements of New Port Tampa Bay Community Development District, City of Tampa, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated February 25, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 25, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of New Port Tampa Bay Community Development District, City of Tampa, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank New Port Tampa Bay Community Development District, City of Tampa, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

February 25, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.



New Port – Tampa Bay Community Development District

**Ratification of Payment Authorizations Nos.
251 – 257**

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 251
7/31/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
26-02683H	Business Observer (NEW2)	07/31/2026	New Port Tampa Bay CDD	76.56
004224	LLS Tax Solutions Inc. (NEW2)	07/30/2026	New Port Tampa Bay CDD	2,500.00
Total:				2,576.56

Assistant Secretary

Ron Swickow

Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 252
8/7/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
8780	VGlobalTech (NEW2)	08/01/2026	New Port Tampa Bay CDD	125.00
Total:				125.00

Assistant Secretary

Ronald Swickow

Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 253
8/14/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
10701-081126	Tampa Electric Company (NEW2)	08/11/2026	New Port Tampa Bay CDD	729.44
23215-081126	Tampa Electric Company (NEW2)	08/11/2026	New Port Tampa Bay CDD	67.04
Total:				796.48

Ronald Swickow

Assistant Secretary

Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 254
8/21/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-08-2026-52	PFM Management Services LLC (NEW2)	08/06/2026	New Port Tampa Bay CDD	1,875.00
OE-EXP-08-2026-34	PFM Management Services LLC (NEW2)	08/07/2026	New Port Tampa Bay CDD	221.52
28896	Straley Robin Vericker (NEW2)	08/14/2026	New Port Tampa Bay CDD	2,697.50
Total:				4,794.02

Assistant Secretary

Ron Swickow

Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 255
8/28/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
20695	Traffic & Mobility Consultants (NEW2)	06/30/2026	New Port Tampa Bay CDD	5,000.00
Total:				5,000.00

Ron Swickow

Assistant Secretary

Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 256
9/11/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
26-03272H	Business Observer (NEW2)	09/11/2026	New Port Tampa Bay CDD	63.44
10701-091026	Tampa Electric Company (NEW2)	09/10/2026	New Port Tampa Bay CDD	728.41
23215-091026	Tampa Electric Company (NEW2)	09/10/2026	New Port Tampa Bay CDD	67.04
Total:				858.89

Assistant Secretary

Ron Swickow

Chairman / Vice Chairman

**NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 257

9/18/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
143964	PFM Management Services LLC (NEW2)	09/17/2026	New Port Tampa Bay CDD	1,250.00
OE-EXP-09-2026-27	PFM Management Services LLC (NEW2)	09/17/2026	New Port Tampa Bay CDD	0.78
Total:				1,250.78

Ron Swickow

Assistant Secretary

Chairman / Vice Chairman



New Port – Tampa Bay Community Development District

Review of District Financial Position



New Port Tampa Bay CDD

August 2026 Financial Package

August 31, 2026

PFM Management Services
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
407-723-5900



New Port Tampa Bay CDD
Statement of Financial Position
As of 8/31/2026

	General	Debt Service S2021 Bond	Capital Projects	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 199,914.14				\$ 199,914.14
Prepaid Expenses	1,773.38				1,773.38
Debt Service Reserve Series 2021		\$ 665,971.88			665,971.88
Revenue Series 2021		251,514.32			251,514.32
Acquisition/Construction Series 2021			\$ 98,597.06		98,597.06
Deposits			750.00		750.00
Total Current Assets	\$ 201,687.52	\$ 917,486.20	\$ 99,347.06	\$ -	\$ 1,218,520.78
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 917,486.20	\$ 917,486.20
Amount To Be Provided				9,757,513.80	9,757,513.80
Total Investments	\$ -	\$ -	\$ -	\$ 10,675,000.00	\$ 10,675,000.00
Total Assets	\$ 201,687.52	\$ 917,486.20	\$ 99,347.06	\$ 10,675,000.00	\$ 11,893,520.78
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$ 9,794.02				\$ 9,794.02
Total Current Liabilities	\$ 9,794.02	\$ -	\$ -	\$ -	\$ 9,794.02
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$ 10,675,000.00	\$ 10,675,000.00
Total Long Term Liabilities	\$ -	\$ -	\$ -	\$ 10,675,000.00	\$ 10,675,000.00
Total Liabilities	\$ 9,794.02	\$ -	\$ -	\$ 10,675,000.00	\$ 10,684,794.02
<u>Net Assets</u>					
Net Assets, Unrestricted	\$ 408,418.13				\$ 408,418.13
Net Assets - General Government	(237,457.15)				(237,457.15)
Current Year Net Assets - General Government	20,932.52				20,932.52
Net Assets, Unrestricted		\$ 910,813.70			910,813.70
Current Year Net Assets, Unrestricted		6,672.50			6,672.50
Net Assets, Unrestricted			\$ (216,609.46)		(216,609.46)
Current Year Net Assets, Unrestricted			37,927.52		37,927.52
Net Assets - General Government			278,029.00		278,029.00
Total Net Assets	\$ 191,893.50	\$ 917,486.20	\$ 99,347.06	\$ -	\$ 1,208,726.76
Total Liabilities and Net Assets	\$ 201,687.52	\$ 917,486.20	\$ 99,347.06	\$ 10,675,000.00	\$ 11,893,520.78



New Port Tampa Bay CDD
Statement of Activities
As of 8/31/2026

	General	Debt Service S2021 Bond	Capital Projects	General Long- Term Debt	Total
Revenues					
On-Roll Assessments	\$ 139,893.86				\$ 139,893.86
On-Roll Assessments		\$ 223,936.33			223,936.33
Off-Roll Assessments		440,572.41			440,572.41
Inter-Fund Group Transfers In		(22,099.85)			(22,099.85)
Other Income & Other Financing Sources			\$ 13,262.31		13,262.31
Inter-Fund Transfers In			22,099.85		22,099.85
Total Revenues	<u>\$ 139,893.86</u>	<u>\$ 642,408.89</u>	<u>\$ 35,362.16</u>	<u>\$ -</u>	<u>\$ 817,664.91</u>
Expenses					
Public Officials' Liability Insurance	\$ 3,014.00				\$ 3,014.00
Trustee Services	4,211.25				4,211.25
Management	20,625.00				20,625.00
Engineering	7,678.00				7,678.00
Disclosure Agent	3,750.00				3,750.00
District Counsel	30,215.00				30,215.00
Assessment Administration	20,000.00				20,000.00
Audit	4,300.00				4,300.00
Arbitrage Calculation	2,500.00				2,500.00
Tax Preparation	6.42				6.42
Postage & Shipping	254.29				254.29
Legal Advertising	2,201.93				2,201.93
Miscellaneous	3,892.99				3,892.99
Reserve	5,000.00				5,000.00
Web Site Maintenance	2,275.00				2,275.00
Dues, Licenses, and Fees	175.00				175.00
Electric	10,933.06				10,933.06
General Insurance	5,598.00				5,598.00
Principal Payment		\$ 235,000.00			235,000.00
Interest Payments		430,162.52			430,162.52
Total Expenses	<u>\$ 126,629.94</u>	<u>\$ 665,162.52</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 791,792.46</u>
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$ 7,668.60				\$ 7,668.60
Interest Income		\$ 29,426.13			29,426.13
Interest Income			\$ 2,565.36		2,565.36
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 7,668.60</u>	<u>\$ 29,426.13</u>	<u>\$ 2,565.36</u>	<u>\$ -</u>	<u>\$ 39,660.09</u>
Change In Net Assets	<u>\$ 20,932.52</u>	<u>\$ 6,672.50</u>	<u>\$ 37,927.52</u>	<u>\$ -</u>	<u>\$ 65,532.54</u>
Net Assets At Beginning Of Year	<u>\$ 170,960.98</u>	<u>\$ 910,813.70</u>	<u>\$ 61,419.54</u>	<u>\$ -</u>	<u>\$ 1,143,194.22</u>
Net Assets At End Of Year	<u><u>\$ 191,893.50</u></u>	<u><u>\$ 917,486.20</u></u>	<u><u>\$ 99,347.06</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,208,726.76</u></u>



New Port Tampa Bay CDD
Budget to Actual
For the month ending 08/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
On-Roll Assessments	\$ 139,893.86	\$ 126,147.08	\$ 13,746.78	\$ 137,615.00	101.66%
Interest Income	7,668.60	-	7,668.60	-	0.00%
Net Revenues	\$ 147,562.46	\$ 126,147.08	\$ 21,415.38	\$ 137,615.00	107.23%
General & Administrative Expenses					
Public Officials' Liability Insurance	\$ 3,014.00	\$ 3,025.00	\$ (11.00)	\$ 3,300.00	91.33%
Supervisor Fees	-	2,383.33	(2,383.33)	2,600.00	0.00%
Trustee Services	4,211.25	4,125.00	86.25	4,500.00	93.58%
Management	20,625.00	20,625.00	-	22,500.00	91.67%
Engineering	7,678.00	9,166.67	(1,488.67)	10,000.00	76.78%
Disclosure Agent	3,750.00	4,583.33	(833.33)	5,000.00	75.00%
District Counsel	30,215.00	13,750.00	16,465.00	15,000.00	201.43%
Assessment Administration	20,000.00	9,166.67	10,833.33	10,000.00	200.00%
Arbitrage Calculation	2,500.00	-	2,500.00	-	0.00%
Reamortization Schedule	-	229.17	(229.17)	250.00	0.00%
Audit	4,300.00	4,400.00	(100.00)	4,800.00	89.58%
Legal Advertising	2,201.93	1,833.33	368.60	2,000.00	110.10%
Miscellaneous	3,892.99	2,016.67	1,876.32	2,200.00	176.95%
Website Fees	2,275.00	2,475.00	(200.00)	2,700.00	84.26%
Utilities	10,933.06	14,666.67	(3,733.61)	16,000.00	68.33%
Postage /Shipping	254.29	183.33	70.96	200.00	127.15%
Tax Preparation Fee	6.42	9.17	(2.75)	10.00	64.20%
Reserve	5,000.00	27,500.00	(22,500.00)	30,000.00	16.67%
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00	100.00%
General Insurance	5,598.00	5,848.33	(250.33)	6,380.00	87.74%
Total General & Administrative Expenses	\$ 126,629.94	\$ 126,147.08	\$ 482.86	\$ 137,615.00	92.02%
Total Expenses	\$ 126,629.94	\$ 126,147.08	\$ 482.86	\$ 137,615.00	
Net Income (Loss)	\$ 20,932.52	\$ -	\$ 20,932.52	\$ -	



New Port – Tampa Bay Community Development District

Staff Reports



New Port – Tampa Bay Community Development District

District Counsel

- **Transition Correspondence to
Master Association**



New Port – Tampa Bay Community Development District

District Engineer

- **Update Regarding Traffic Study &
City Take Back Status**



New Port – Tampa Bay Community Development District

**Site Manager / Westshore Marina
District Master Association Manager**

- **Maintenance Updates**