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 **Thursday, November 19, 2026, at 11:00 a.m. at Jan Kaminis Platt Regional Library, Storytime Room, 3910 S. Manhattan Avenue 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
- Swearing in Newly Elected Supervisors

1. **Consideration of Resolution 2027-01, Election of Officers**
2. **Consideration of Resolution 2027-02, Adopting an Amended Fiscal Year 2026 O&M Budget**
3. **Consideration of Resolution 2027-03, Designating A Registered Agent of the District**
4. **Consideration of Resolution 2027-04, Records Retention Policy**
5. **Consideration of the Minutes of the:**
    - **September 24, 2026, Workshop Meeting**
    - **October 7, 2026,Board of Supervisors Meeting**
    - **October 7, 2026, Workshop Meeting**

General Business Matters

6. **Discussion and Update on the Migration of the CDD taking over the Operations of the Master Association Beginning 1-1-27**
    - **Discussion Regarding Marina Property Transfer and Access**
    - **Risk Services Site Visit Report**
    - **Transition Items**
    - **PFM Management Services, LLC Readiness to Assume Responsibility for Master Association Operations Effective 1-1-27**
7. **Consideration of Rizetta & Company Agreement for Community Asset Management**
8. **Consideration Parking Enforcement Agreement Between the District and MPE Authorizing Parking management and Towing on District Property on Peninsula**
9. **Discussion Regarding Traffic / Parking Violations/Towing on CDD Property**
    - **Update Regarding Traffic Study & City Take Back Status**
10. **Discussion Regarding Possible Safety Concerns:**

- **Installation of Railing along Seawall Walkway**
- **Added Fencing In Front Of The Floating Dock and status of removal by developer**
- **Cut down Metal Signpost Along Walkway**

11. Update Regarding CDD Expenses Covered by Tower 1

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

12. Additional Follow Up Items from Workshop Meeting
13. Ratification of Payment Authorizations Nos. 258 – 259
14. Review of District Financial Position

Other Business

Staff Reports

- **District Counsel**
  - **Update Regarding Correspondence to Master Association/ Developer**
- **District Engineer**
- **District Manager**
  - **Next Meeting: December 17, 2026**
- **Site Manager / Westshore Marina District Master Association Manager**
  - **Maintenance Updates**

Audience Comments
Supervisors Requests

Adjournment

pfm

New Port – Tampa Bay Community Development District

Consideration of Resolution 2027-01, Election of Officers

RESOLUTION 2027-01

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

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

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

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

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice Chairperson.

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

Section 4. Jennifer Glasgow is elected Treasurer.

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

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

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

PASSED AND ADOPTED THIS 19TH DAY of NOVEMBER, 2026.

ATTEST:

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair

New Port – Tampa Bay Community Development District

Consideration of Resolution 2027-02, Adopting an Amended Fiscal Year 2026 O&M Budget

RESOLUTION 2027-02

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF THE NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026

WHEREAS, the New Port Tampa Bay Community Development District Board of Supervisors (the "Board") previously approved and adopted an annual budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

1. BUDGET

a. That the Board of Supervisors has reviewed the District Manager's Proposed Budgets, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. That the District Manager's Proposed Budgets, attached hereto as Exhibit "A," are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2025-2026.

c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Revised Budget for the New Port Tampa Bay Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026", as adopted by the Board of Supervisors on November 19, 2026.

2. APPROPRIATIONS

There is hereby appropriated out of the revenues of New Port Tampa Bay Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	$_____
TOTAL ALL FUNDS	$_____

3. SUPPLEMENTAL APPROPRIATIONS

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.

b. Board may authorize an appropriation from the unappropriated balance of any fund.

c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand ($10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than $10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

4. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON NOVEMBER 19, 2026.

Attest:

New Port-Tampa Bay Community Development District

Print Name:_____
Secretary / Assistant Secretary

Print Name:_____
Chair/Vice Chair of the Board of Supervisors

New Port Tampa Bay CDD

Proposed Revised FY 2026 Budget

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

EXHIBIT A

New-Port Tampa Bay Community Development District

Proposed Revised Fiscal Year 2026 Annual Operations & Maintenance Budget

	Actual Through 9/30/26	Anticipated Sept.	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2026 Proposed Revised Budget
Revenues					
On-Roll Assessments	$ 140,955.50	$ -	$ 140,955.50	$ 137,615.00	$ 140,955.50
Interest Income	8,187.96	-	8,187.96	-	8,187.96
Net Revenues	**$ 149,143.46**	**$ -**	**$ 149,143.46**	**$ 137,615.00**	**$ 149,143.46**
General & Administrative Expenses					
Public Officials' Liability Insurance	$ 3,014.00	$ -	$ 3,014.00	$ 3,300.00	$ 3,300.00
Supervisor Fees	-	-	-	2,600.00	-
General Insurance	5,598.00	-	5,598.00	6,380.00	5,600.00
Trustee Services	4,211.25	-	4,211.25	4,500.00	4,500.00
District Management Fees	22,500.00	-	22,500.00	22,500.00	22,500.00
Assessment Administration	20,000.00	-	20,000.00	10,000.00	20,000.00
Arbitrage	2,500.00	-	2,500.00	-	2,500.00
Reamortization Schedule	-	-	-	250.00	250.00
Disclosure Agent	5,000.00	-	5,000.00	5,000.00	5,000.00
Engineering Fees	10,000.00	-	10,000.00	10,000.00	10,000.00
District Counsel	34,925.00	-	34,925.00	15,000.00	34,925.00
Audit Fees	4,300.00	-	4,300.00	4,800.00	4,800.00
Legal Advertising	2,265.37	-	2,265.37	2,000.00	2,265.37
Website Maintenance Fee	2,700.00	-	2,700.00	2,700.00	2,700.00
Utilities	12,684.36	-	12,684.36	16,000.00	13,000.00
Postage/ Shipping	437.47	-	437.47	200.00	437.47
Miscellaneous Charges	3,892.99	-	3,892.99	2,200.00	4,180.62
Tax Preparation Fee	6.42	-	6.42	10.00	10.00
Reserve	13,000.00	-	13,000.00	30,000.00	13,000.00
Dues, Licenses & Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	**$ 147,209.86**	**$ -**	**$ 147,209.86**	**$ 137,615.00**	**$ 149,143.46**
Net Income (Loss)	**$ 1,933.60**	**$ -**	**$ 1,933.60**	**$ -**	**$ -**

Current Year Proposed	Net Per Unit		$ 106.48
1292 Units	Gross per Unit		$ 113.28

Prior Year Adopted	Net Per Unit	$ 72.70
1292 Units	Gross per Unit	$ 77.34

New Port – Tampa Bay Community Development District

Consideration of Resolution 2027-03, Designating A Registered Agent of the District

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the New Port Tampa Bay Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tampa, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Jane Gaarlandt is hereby designated as Registered Agent for the New Port Tampa Bay Community Development District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this resolution with the City of Tampa and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 19th day of November, 2026**.**

ATTEST:

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice-Chair

New Port – Tampa Bay Community Development District

Consideration of Resolution 2027-04, Records Retention Policy

RESOLUTION 2027- 04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the New Port Tampa Bay Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board and the District's records custodian shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;

B. Coordinate the District's records inventory;

C. Maintain records retention and disposition forms;

D. Coordinate District records management training;

E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;

F. Participate in the development of the District's electronic record keeping systems;

G. Submit annual compliance statements;

H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and

I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District shall retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with Section 668.50, Florida Statutes, and Section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby deemed duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ___ day of _____, 2026.

ATTEST:

NEW PORT TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson / Vice Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules Established by the Division

ADVERTISEMENTS: LEGAL (Item #25)
The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after all related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)
The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)
The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)
The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)
The District shall retain the record copy of local government annual financial reports for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)
The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS) (Item #4)
The District shall retain audio and video recordings of Board meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)
The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)
The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)
The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

New Port – Tampa Bay Community Development District

Consideration of the Minutes of the:

- **September 24, 2026, Workshop Meeting**
- **October 7, 2026, Board of Supervisors Meeting**
- **October 7, 2026, Workshop Meeting**

MINUTES OF MEETING

NEW PORT -TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
WORKSHOP MEETING MINUTES
Thursday, September 24, 2026, at 11:00 a.m.

Board Members in attendance:

Ron Swichkow	Chairman	
Don Bodie, Jr.	Vice Chairperson	
Scott Ward Dutton	Assistant Secretary	
Tim Cox.	Assistant Secretary	
Jay Playmann	Assistant Secretary	(via Webex)

Also present:

Jane Gaarlandt	PFM	
Gazmin Kerr	PFM	
Audrey Ryan	PFM	(via Webex)
Lisa Dixon	Westshore Marina – TRIAD	(via Webex)
Vivek Babbar	Straley Robin Vericker	
Craig Carden	Ardurra	
Bryan Coxman	Public	(via Webex)
Sara Hewitt	MPE	
Sherry Blanc	MPE	
Andre Blanc	MPE	
Alina Gabbard	MPE	
Anthony Tyson	MPE	
Betsy E.	MPE	
George Telegadis	MPE	
Norm Ninow	MPE	
Peter Loux	MPE	

FIRST ORDER OF BUSINESS **Administrative Matters**

Call to Order and Roll Call

The New Port - Tampa Bay Community Development District Continued Workshop Meeting was called to order at 11:00 a.m. Those in attendance are outlined above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS **Discussion Regarding Traffic Evaluation Findings and Recommendations**

Mr. Carden gave an overview of the traffic study and noted three separate accounts. The traffic study established two weekday peaks, am/pm peaks and a Saturday to reference weekend peaks. The traffic study discovered pass through movements on Tyson Avenue impacting traffic. He noted an influx on Saturdays. He stated the numbers do not indicate unexpected traffic; however, it does show an influx it cannot handle. He suggested speed tables or traffic tables that will slow traffic or inconvenience drivers from cutting through the area. Mr. Carden will work with the County to implement.

Mr. Dutton inquired about the projected traffic impact during community planning to perform a comparison against current impact and to plan for a reasonable forecast and find a solution.

Mr. Carden stated that the issues have been identified but none of them are significant.

Mr. Dutton noted there is a tremendous hazard and impact taking a left from Gandy Boulevard. He noted the high-speed volume and the lack of police control.

There was continued discussion regarding traffic patterns.

Mr. Cox referenced previous traffic plans from the city that are no longer in the current plans for comparison.

A resident noted that on the corner of Bridge Street and Gandy Boulevard a lot just sold and is currently in architectural review. He noted this is hotel property and there is going to be a significant impact on traffic. He inquired about preventative measures now to solve the issues before this new development.

Mr. Bodie Jr. Noted that the traffic study report is missing 200 vacancies and possibly 400 additional cars and the impact on the roadways.

Mr. Bodie Jr. noted that this issue arose during the reserve study and there was a significant amount of money dedicated to maintenance of the road.

Mr. Carden stated he was going to look at the original report and compare. He also noted he will look for future build outs to include.

A resident asked for an update on the Gandy Bridge expansion.

There was brief discussion regarding the expansion project, and it was stated that the project is not going to be completed.

THIRD ORDER OF BUSINESS **Discussion Regarding Undisclosed Property Transfer by Marina Entity and Access and Parking Control of Current Resident**

Mr. Babbar reviewed the deed. He noted this relates to tract 3 of the Marina Pointe plat, which includes most of the Sunset park area. He stated this was an obligation of the District under the Phase 2 Maintenance and Hold Harmless Agreement from 2017. Mr. Babbar stated this should have been maintained by the Master Association.

Mr. Babbar suggested the District complete a site inspection to ensure no concerns need to be addressed as a part of the transfer. He noted these inspections should be done monthly.

There was discussion amongst the Board members regarding maintaining property that the District does not own.

Mr. Swichkow expressed liability concerns with the railing and floating dock and maintaining property insurance coverage.

There was brief discussion regarding parking control.

Mr. Bodie Jr. noted that he has been informed that a number of spaces be maintained for the Marina and the District needs verification.

Mr. Babbar noted an agreement can be prepared between the District and MPE regarding parking.

Mr. Dutton noted the need to review liability and budgetary impacts regarding the property transferred to the District.

FOURTH ORDER OF BUSINESS **Discussion Regarding CDD/Master Association Expenses Covered by Tower 1 for Past 40 Months and Corrective Measures Going Forward**

Mr. Swichkow asked what would be the Districts next steps regarding irrigation and electrical concerns regarding Tower 1.

Mr. Babbar inquired about the vendors serving the community, and what it will take to get Tower 1 on a separate meter. He noted the first step would be to request a list of current vendors.

Mr. Cox noted that this is an MPE issue with the developer and that the developer attached something to the building that should not have been done. He noted there is notan issue covering the bill proactively moving forward; however, 40 months in arrears with only an estimate is not reasonable. He suggested entering into an agreement with MPE.

Mr. Telegadis questioned who hired who at the time the infrastructure was built and who is the accountable entity.

There was brief discussion amongst the members on possible solutions.

FIFTH ORDER OF BUSINESS

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

- **Declarant Letter to Members**
- **Discussion Regarding Retention of Outside Counsel**

Mr. Cox noted the Master Association will have extra funds as 2026 wraps up and will eventually be turned over to the District. He asked what the legal requirements are if the master does not dissolve.

Mr. Babbar noted that it is a grey area and not specified in the contract.

The members briefly discussed the Master Association and the Districts authority and when the District will take over the Master Associations's responsibilities.

Mr. Swichkow noted the Master Association did not have a lot of bill pay activity; however, PFM Management Services LLC is able to take that on moving forward at the Boards

discretion.

There was brief discussion amongst the members regarding the plan on taking over for the Master Association.

Mr. Swichkow requested Mr. Babarr put together a checklist for vendors and insurance coverages.
There was brief discussion regarding updating insurance policies and adding property to ensure all District property is covered.

There was brief discussion regarding the sea wall.

There was brief discussion regarding the guard shack.

Mr. Babarr explained the obligation of project completion in regard to the guardhouse.

He noted a letter can be sent to the Developer requesting plans of completion.

SIXTH ORDER OF BUSINESS **Discussion Regarding Installation of Railing**

Mr. Dutton noted that BTI suggested they would be willing to share in the costs associated with the railing.

Mr. Cox noted the railing quote is for basic railing. He suggested matching the railings already installed in proximity and they are working on a quote.

SEVENTH ORDER OF BUSINESS **Discussion Regarding Speeding/ Parking / Towing Violations on CDD Property**

Mr. Dutton noted the need to talk about speeding challenges. He asked if signs are a possibility.

Mr. Cox noted the possibility of a speed table.

Mr. Cox noted the possibility of transferring the road to Tower 2 and Tower 3 to be all MPE in the future and out of the Districts responsibility.

EIGHTH ORDER OF BUSINESS **Other Matters**

Mr. Babbar asked who was following up regarding Tower 1 electrical.

There was a suggestion to look at the chief engineering report of the original design.

Mr. Babbar noted he would look into parking requirements for the FWC grants.

There was brief discussion regarding the contract and legal requirements.

NINTH ORDER OF BUSINESS **Adjournment**

The Board adjourned the September 24, 2026, Continued BOS Workshop Meeting at 12:51 p.m. at the current location.

_____ _____

Secretary/Assistant Secretary Chairperson-Vice-Chairperson

MINUTES OF MEETING

NEW PORT - TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES
Wednesday, October 7, 2026, at 1:00 p.m.
5120 Marina Way, Tampa, FL 33611

Board Members in attendance:

Ron Swichkow	Chairperson
Don Bodie Jr.	Vice Chairperson
Tim Cox	Assistant Secretary
Jay Playmann	Assistant Secretary

Also present:

Jane Gaarlandt	PFM	
Gazmin Kerr	PFM	(via phone)
Audrey Ryan	PFM	(via phone)
Vivek Babbar	Straley Robin Vericker	(via phone)
Craig Carden	Ardurra	
Thomas Wiggins	Traffic Mobility	(via phone)
Haley Pryor	Rizetta	(via phone)
Taylor Nielson	Rizetta	
Sherry Blanc	Public	(via phone)
Alina Gabbard	Public	
D. Temple	Public	
Betsy Esquire	Public	
Peter Loux	Public	
Tony Tyson	Public	
Mark Higgins	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 1:04 p.m. Those in attendance are outlined above.

Public Comment Period

There were no public comments.

Consideration of the Minutes of the:

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

The Board reviewed the minutes of the August 20, 2026, Board of Supervisors meeting.

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board approved the Minutes of the August 20, 2026, Board of Supervisors Meeting.

Administer Oath of Office to Newly Elected Board Member

- Jay Playmann

Ms. Gaarlandt noted that Mr. Playmann was sworn in prior to the meeting.

SECOND ORDER OF BUSINESS

General Business Matters

Discussion Regarding Marina Property Transfer and Access

Mr. Swichkow gave an overview of the property transfer to the District. He noted the Board does not believe further action needs to be taken. When adding to the insurance, the underwriter will consider the entire property, and one District Supervisor is allowed to walk the property with the underwriter. This will take place over the next couple of weeks.

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

- Field Management

Mr. Swichkow noted there will be a joint workshop in late October to further discuss the migration.

It was noted that the Master Association's Counsel has stated their budget has to be made official within 48 hours of their meeting.

Discussion regarding Traffic / Parking Violations/Towing on CDD Property

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

Mr. Carden noted more time is needed to provide the requested updates and comparison.

This item was deferred.

It was noted that Mr. Playmann joined the meeting.

Consideration of Rizzetta & Company Proposal for Community Asset Management

Mr. Swichkow gave an overview of the needs of the District related to community asset management and the Board reviewed the proposal.

Ms. Pryor and Mr. Nielson gave an overview of their company.

There was brief discussion about the possibility of implementing a resident reporting system through the website to allow residents to submit maintenance concerns. The recommendation was to include a reporting form on the District's website.

Rizzetta & Company continued their presentation and noted opportunities for advancements and enhancements for the property.

There was discussion regarding vendor communication and approving expenditures in between meetings.

There was a brief Q&A session with the Board and Rizzetta & Company. This included discussion regarding the expanded scope of coverage and terms within the agreement.

There was discussion regarding the current landscaping vendor contract and the water meter/tower.

There was discussion regarding the contract terms. Mr. Babbar noted that he reviewed the agreement and does not have any concerns.

Mr. Cox will work with Mr. Babbar and Rizzetta & Company on finalizing the contract terms.

On MOTION by Mr. Bodie Jr., seconded by Mr. Playmann, with all in favor, the Board approved the Proposal for Community Asset Management with Rizzetta & Company and authorized Mr. Cox to work with Counsel and the vendor on the contract terms.

Discussion Regarding Installation of Railing along Seawall Walkway

Mr. Swichkow noted the installation of the railing along the seawall is moving forward.

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

There was brief discussion regarding the CDD expenses covered by Tower 1.

Mr. Babbar noted that he did not find anything in the grants to allocate the parking spaces.

Additional Follow-up Items from Workshop Meeting

There were no additional items at this time.

Consideration of Resolution 2027-01, Adopting a Records Retention Policy

Ms. Gaarlandt gave an overview of the resolution that will be brought to the Board at the next meeting.

This item was deferred.

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

Ms. Blanc noted that the owners are charged a fee for using the space. There is a need for two staff members to set up and clean up the meeting space. It was noted that a $150 fee would cover this additional need.

Mr. Cox suggested moving the meetings to the library.

On MOTION by Mr. Cox, seconded by Mr. Bodie Jr., with all in favor, the Board approved moving the majority of the District meetings to the local Library and accepted the $150 MPE fee when necessary to use the MPE meeting room.

Review and Acceptance of Fiscal Year 2025 Audit Report

Ms. Gaarlandt noted the audit report was previously presented to the Board in draft form. The final report is included to be accepted into the District's records.

There was brief discussion regarding the audit report.

On MOTION by Mr. Swichkow, seconded by Mr. Bodie Jr., with all in favor, the Board accepted the Fiscal Year 2025 Audit Report.

Ratification of Payment Authorization Nos. 251 - 257

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

There was brief discussion regarding payment of the traffic study prior to its completion. It was noted the vendor provided the services outlined in the agreement.

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board ratified Payment Authorization Nos. 251 - 257.

There was brief discussion regarding the District's power bills.

Review of District Financial Position

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

Ms. Gaarlandt noted the Board will be approving the amended Fiscal Year 2026 budget at the next meeting.

No action was required by the Board.

FOURTH ORDER OF BUSINESS **Other Business**

Staff Reports

District Counsel – Mr. Babbar asked the Board if they wanted to send an official letter to the Master Association prior to the turnover or if they prefer to ratify afterwards. The Board agreed to send the letter.

On MOTION by Mr. Cox, seconded by Mr. Playmann, with all in favor, the Board approved Mr. Swichkow to work with Mr. Babbar to send a letter to the Master Association prior to turnover.

District Engineer –

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

Mr. Cox noted he spoke to Mr. Carden about the speeding issue and remedy options. It was noted the raised table is significantly more expensive and not necessary.

There was discussion regarding the implementation of speed deterrents. Mr. Babbar noted the Master Association can implement the speed bumps based on recommendation from the District.

District Manager – Ms. Gaarlandt noted that the next Board meeting on October 15, 2026, will be cancelled. There will be a workshop on October 28, 2026, at 11:00 a.m. The District Manager will follow up with the library to for availability for the workshop.

Mr. Cox asked Mr. Babbar how he needed to handle being on the Board of Supervisors and the Master Association Board. Mr. Babbar noted he can file a Form 8b, conflict disclosure paperwork, within 15 days of the Board meeting, if needed.

Site Manager – No report.

Supervisor Requests and Audience Comments

There were no Supervisor requests or further audience comments.

FIFTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Bodie Jr., seconded by Mr. Swichkow, with all in favor, the Board of Supervisors for the New Port Tampa District adjourned the October 7, 2026, Board of Supervisors' Meeting.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice-Chairperson

MINUTES OF MEETING

NEW PORT -TAMPA BAY COMMUNITY DEVELOPMENT DISTRICT
WORKSHOP MEETING MINUTES
Wednesday, October 7, 2026, at 11:00 a.m.

Board Members in attendance:

Ron Swichkow	Chairman
Don Bodie, Jr.	Vice Chairperson
Tim Cox	Assistant Secretary
Jay Playmann	Assistant Secretary

Also present:

Jane Gaarlandt	PFM	
Gazmin Kerr	PFM	(via Webex)
Audrey Ryan	PFM	(via Webex)
Vivek Babbar	Straley Robin Vericker	(via Webex)
Sherry Blanc	MPE	
Andre Blanc	Public	

FIRST ORDER OF BUSINESS **Administrative Matters**

Call to Order and Roll Call

The New Port - Tampa Bay Community Development District Workshop Meeting was called to order at 11:01 a.m. Those in attendance are outlined above

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS **Discussion Regarding Speeding /Parking/Towing Violations on CDD Property**

Ms. Blanc noted that an agreement between the CDD and Marina Pointe East authorizing MPE to tow illegally parked vehicles is forthcoming. The main parking issues are in front of the tower.

Mr. Bodie, Jr., noted that he contacted Newport and their counsel to find out if there are restrictions, but there has not been a resolution. It was noted there may be a requirement to have public parking.

Mr. Babbar noted that there is nothing noted in the documents or files that would indicate parking requirements.
Mr. Babbar gave a historical overview related to the parking requirements within the District and noted

the requirements need to be verified.

There was discussion regarding the parking issues and tentative resolution.

Ms. Blanc reviewed the current parking rules and noted the parking spots are for guests, not ongoing owner parking.

There was discussion regarding an agreement between the CDD and MPE outlining the guest parking spaces and towing regulations.

Mr. Bodie, Jr., will follow up regarding the Port Authority agreement and MPE will send the requested bullet points to Mr. Babbar to prepare an agreement.

THIRD ORDER OF BUSINESS

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

- **Declarant Letter to Members**
- **List of transition Items**
- **Letter to Developer written by counsel: Expectations and timeline**

Mr. Swichkow requested follow up from Mr. Babbar regarding sending a letter to the Master Association that included expectations and timelines.

Mr. Babbar noted he has not received any feedback from other Supervisors but can send out a letter this week. It was noted the Master Association turnover meeting is taking place next week.

The Board reviewed the items needed for the transition.

There was discussion regarding the Master Association's amendment to maintain control of the Architectural Review Committee for the empty lots and their rights as the Declarant.

There was continued discussion regarding the items needed for transition, including utilities.

Mr. Babbar gave an overview of the tentative letter to the Developer regarding the expectations and timeline.

There was lengthy discussing regarding the letter to the Developer regarding the shared utilities. District Counsel recommended that MPE send a letter to the CDD and to the Developer regarding the issue.

FOURTH ORDER OF BUSINESS **Discussion regarding CDD/Master Association Expenses Covered by Tower 1 for past 42 months and Corrective Measures going forward**

Mr. Cox noted that if this was a Developer issue, it would be the responsibility of MPE to negotiate a resolution with the Developer. He noted there is a four-year statute of limitations, and the District is currently at 45 months. He suggested Mr. Babbar draw up a letter to encourage a resolution.

Mr. Babbar gave a brief overview of the legal requirements and the need for proof of responsibility.

There was brief discussion amongst the Board regarding suggested agreements.

FIFTH ORDER OF BUSINESS **Discussion Regarding Undisclosed Property Transfer by Marina Entity And Access and Parking Control Concerns of Current Residents**

- **Recorded Deed**
- **Discussion of Proposed CDD Written Response**

There was discussion regarding the recent transfer and acceptance of property to the CDD.

Mr. Babbar reviewed the transfer of the property and noted that it was determined there were no structural issues and mostly aesthetics that need to be maintained.

Mr. Cox requested documentation related to the maintenance of property that the CDD did not own prior to transfer of ownership.

Mr. Babbar noted he will follow up.

SIXTH ORDER OF BUSINESS **Discussion Regarding Installation of Railing**

There was discussion regarding the cost of a new railing, the liability of the railing, and the obligation of the Master Association.

It was noted that when the new Master Association Board takes over, the railing needs to be a priority. An additional railing quote will be received by October 22nd.
There was brief discussion regarding the new District Management fee.

Ms. Gaarlandt gave an overview of the current fee and reviewed the different stages related to District Management fees. It was requested that an amendment to the scope, if necessary, be brought before the Board.

SEVENTH ORDER OF BUSINESS **Other Matters**

Mr. Babbar recommended that the insurance be completed by November. He suggested scheduling a joint workshop for the Board of Supervisors and the new board for the Master Association.

There was brief discussion regarding tentative dates to hold a joint workshop. It was recommended to hold the workshop on October 28th, at 11:00 a.m.

There was also brief discussion about the Master Association's financial obligations.

Mr. Bodie, Jr. requested clarification regarding the restrictions related to subcontracting for the District and the need for multiple bids if over a certain dollar threshold. Mr. Babbar reviewed the thresholds and statutory requirements.

There was brief discussion regarding new vendors and the billing process. Mr. Babbar noted that new contracts should be billed to the District. Ms. Gaarlandt noted that she will work with the vendors.

There was discussion regarding the current vendors and the terms of contracts. Mr. Babbar gave an overview of termination timelines related to vendor contracts.

Mr. Babbar noted that Rizzetta & Company's contract is a standard contract and the Board should discuss their recommendations for changes within the scope of work.

EIGHTH ORDER OF BUSINESS **Adjournment**

The October 7, 2026, BOS Workshop Meeting was adjourned at 12:00 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson-Vice-Chairperson

New Port – Tampa Bay Community Development District

Discussion and Update on the Migration of the CDD taking over the Operations of the Master Association Beginning 1-1-27

- Discussion Regarding Marina Property Transfer and Access
- Risk Services Site Visit Report
- Transition Items
- PFM Management Services, LLC Readiness to Assume Responsibility for Master Association Operations Effective 1-1-27

FLORIDA INSURANCE ALLIANCE

RISK SERVICES
SITE VISIT REPORT



New Port Tampa Bay Community Development District

FIA 360°

VISIT DETAILS

Date
Wednesday, October 21, 2026, at 11:00 AM

Location
4900 Bridge St, Tampa, FL 33611

Managed by
PFM Management Services

DISTRICT CONTACTS

Jane Gaarlandt
District Manager

Gazmin Kerr
Field Manager

ATTENDEES

Dennis Thomas
FIA Risk Services Consultant

Charisse Bitner
EGIS Account Manager

Visit Overview & District Summary

FIA Risk Services conducted a site visit on October 21, 2026, to evaluate the New Port Tampa Bay Community Development District's operations, amenities, and overall risk profile. The visit provided an opportunity to assess the current operational environment and identify potential liability exposures associated with the District's amenities and common areas. This report summarizes observations from the site walkthrough with a focus on practical, risk-based recommendations intended to support the District's ongoing maintenance and loss control efforts. Property updates identified during the walkthrough will be provided to the account manager.

The District is responsible for maintaining community infrastructure and common area improvements, including stormwater systems, landscaping, irrigation, signage, and other related assets. PFM Management Services provides administrative and operational support.

In June 2026, it was discovered during discussions that a portion of shoreline property had previously been deeded to the District by the Developer. This transfer expanded the District's ownership responsibilities and introduced additional maintenance, operational, and risk management considerations associated with the shoreline area.

Historically, the District has not maintained property coverage because it had not identified any significant property exposures requiring insurance. During the site visit, however, it was confirmed that the District owns the security gates and associated access control system. As a result, the District is evaluating whether property coverage should be added to help protect these assets, as well as other District-owned property interests. The District's insurance program otherwise remains focused on liability exposures associated with the ownership, maintenance, and operation of its infrastructure, common areas, and shoreline property. The observations and recommendations provided in this report are intended to support continued efforts in preserving well-maintained facilities.

Since Our Last Visit

PRIOR RECOMMENDATION	STATUS	NOTES
Attractive Nuisance	X Incomplete	Verified at this visit.
Life Ring	X Incomplete	Verified at this visit.
Safety Ladder	X Incomplete	Verified at this visit.
Water Side Signage	X Incomplete	Verified at this visit.
Rules Signage & Policies	X Incomplete	Verified at this visit.

Strengths

- Maintains good housekeeping practices.
- Demonstrates a strong security posture through controlled entry points and monitoring.

Critical Recommendations

Critical recommendations are associated with exposures and hazards that represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution and review by FIA's Risk Services team as indicated in the recommendation description.

1. Attractive Nuisance

Critical

OBSERVATION

While the District has taken proactive steps by issuing formal notice to remove the dock, the current measures in place to restrict access and prevent use do not provide a sufficiently robust means of control.



RECOMMENDATION

To reduce the potential for unauthorized access and associated safety and liability concerns, it is recommended that fencing be installed at the entrance to the gangway to effectively block access to the dock. Adequate signage should also be posted indicating that the dock is closed and not authorized for use.



Important Recommendations

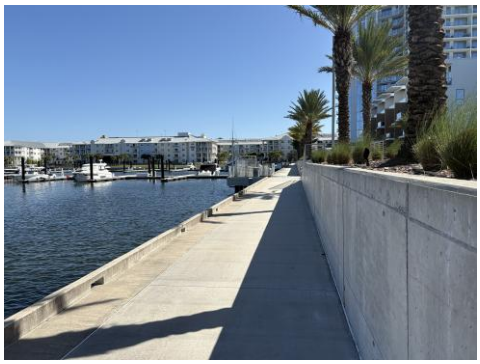
Important recommendations are provided to address exposures that, if not corrected, have the potential to result in moderate injury or property/liability losses. Some of these recommendations have been proposed from prior visits.

2. Protective Railing

IMPORTANT

OBSERVATION

The waterfront walkways lack protective features designed to reduce the risk of individuals accidentally falling into the water.



RECOMMENDATION

It is recommended that the District evaluate the feasibility of installing guardrails, barriers, or other appropriate protective measures along waterfront walkway segments where practical to help reduce the risk of accidental falls into the water.



3. Trip & Fall

IMPORTANT

OBSERVATION

During the site visit, a section of metal from a previously removed signpost was observed protruding from the walking surface.

RECOMMENDATION

Would advise that the protruding metal remnant be removed or cut flush with the walking surface as soon as practicable to eliminate the potential trip and injury hazard. Following removal, the area should be repaired as needed to provide a smooth, even walking surface.

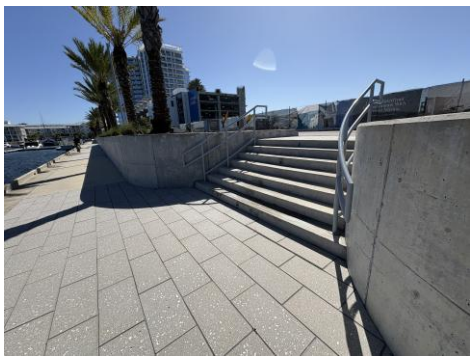


4. Inadequate delineation

IMPORTANT

OBSERVATION

The exterior stairs are of uniform color, which makes it difficult for pedestrians to distinguish where one step ends and the next begins. This is a recognized contributor to falls on stairs, particularly in transitional light.



RECOMMENDATION

Consider highlighting the stair nosing's to clearly delineate each step. This can be achieved with non-slip paint, grip tape, or tread covers. Confirming handrail stability at the same time is a practical addition to the work. ADA requirement 504 addresses stair treads and nosing's, and high-contrast marking is a widely applied fall-prevention practice beyond what the standard requires.



5. Exposed Wires

IMPORTANT

OBSERVATION

A missing cover was observed on an exterior electrical outlet/light fixture located at top of the stairway.



RECOMMENDATION

It is recommended that the missing cover be replaced with an appropriate weather-resistant cover as soon as practicable to protect the outlet or fixture from moisture intrusion, environmental damage, and accidental contact with energized components.



6. Damaged Seating

IMPORTANT

OBSERVATION

A seating structure in the park area was observed to be damaged, potentially creating a safety hazard for users.



RECOMMENDATION

It is suggested that the damaged seating structure be repaired or replaced as soon as practicable to help ensure it remains safe for public use. Until corrective actions are completed, consideration should be given to restricting access to the seating if the damage presents a potential risk of injury.



7. Rules Signage & Policies

IMPORTANT

OBSERVATION

The absence of posted rules and safety signage at a dock can increase both safety and liability exposures by creating uncertainty regarding permitted activities, user responsibilities, and known hazards. Without clearly communicated expectations, residents and guests may engage in unsafe or unauthorized activities such as diving, swimming, fishing, operating watercraft improperly, or accessing the dock after hours.



RECOMMENDATION

It is recommended that a Rules sign be installed at regular intervals throughout the waterfront walkway to ensure users are continually reminded of applicable restrictions, safety expectations, and potential hazards. The signage should clearly communicate permitted and prohibited activities, hours of operation, Use at Own Risk, No Running, No Motorized vehicles. To support the posted signage, the District should also develop and adopt a written policy that mirrors the rules displayed on-site and establishes procedures for enforcement.



8. Life Ring

IMPORTANT

OBSERVATION

No life rings or other readily accessible water rescue equipment were observed along the waterfront walkways during the site visit.



RECOMMENDATION

It is recommended that the District install life rings with attached throw ropes at strategic locations throughout the waterfront walkway to provide readily accessible emergency rescue equipment in the event of a water-related incident.



9. Waterside Signage

IMPORTANT

OBSERVATION

No signage was observed along the shoreline prohibiting mooring or the temporary docking of vessels.



RECOMMENDATION

It is recommended that the District install clearly visible "No Mooring" signs at appropriate intervals along the shoreline and at locations where unauthorized vessel tie-ups are most likely to occur.



Advisory Recommendations

An advisory recommendation is a suggestion meant to provide information to make an informed decision and is generally not mandatory.

10. Gate Signage

Advisory

- **OBSERVATION**
- No signs were observed warning drivers of gates closing immediately after each vehicle.



- **RECOMMENDATION**
- Consider installing clearly visible signage at all gated entrances advising motorists that the gate closes automatically after each vehicle passage. Signage should be positioned in advance of the gate and at the point of entry to provide adequate notice



Thank you for including us in your risk management efforts. We appreciate your collaborative approach and are committed to working together to develop and implement effective risk mitigation strategies.

New Port – Tampa Bay Community Development District

Consideration of Rizetta & Company Agreement for Community Asset Management

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

(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

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

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**.

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.

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

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.

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.

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

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

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

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

(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)

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

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

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

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.

New Port – Tampa Bay Community Development District

Consideration Parking Enforcement Agreement Between the District and MPE Authorizing Parking management and Towing on District Property on Peninsula

Parking Enforcement and Towing Authorization License Agreement

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

Background Information

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

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

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

Operative Provisions

1. **Background Information.** The above background information is true and correct and is incorporated herein by this reference and made a material part of this Agreement.

2. **Grant of License.**
   a. The District hereby grants the Association and/or the Association's designated officers, agents, vendors, contractors, and/or towing operator (collectively, the "**Parking Enforcer**") a non-exclusive license in, on, over, and/or through Marina Way and the CDD Parking Spaces to oversee administration of parking and/or vehicle enforcement.
   b. The District hereby further grants the Association and/or the Parking Enforcer a non-exclusive license to, on, over, in, and/or through Marina Way, the CDD Parking Spaces, and/or any other portion of the District property to post necessary and/or required signage to have vehicles and/or vessels towed and/or removed from Marina Way or the CDD Parking Spaces; provided, however, the location of the signage is approved in advance by the District.
   c. Subject to the District's prior written approval, which may be withdrawn at any time, the Association is authorized to create and enforce parking and towing policies (including, but not limited to, issuing parking passes and limiting the time a vehicle may be parked in the CDD Parking Spaces), provided that the Association does not interfere with (1) the right of the District and its agents, vendors, and contractors to park on Marina Way and in the CDD Parking Spaces to perform their duties or (2) the right of members of the general public to park in the CDD Parking Spaces for the purpose of attending the public meetings or workshops of the District, and no vehicle described in clause (1) or (2) shall be towed or removed.

3. **Responsibilities of Association**. Association shall engage and utilize a duly licensed and insured towing operator to tow and/or remove vehicles and/or vessels parked in and/or on Marina Way and/or the CDD Parking Spaces in violation of the above referenced parking and towing policies.

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

4. **Responsibility of Parking Enforcer**. The Association shall cause the Parking Enforcer to photograph or video the vehicle and/or vessel to sufficiently detail the violation for which the vehicle and/or vessel is being towed and/or removed. The photographs or video shall be maintained by the Parking Enforcer and/or the Association for a minimum of 12 months and be produced upon request by the District or any law enforcement agency.

5. **Compliance with Laws and Regulations.** The Association and Parking Enforcer shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder (including, specifically, Sections 190.012, 713.78, and 715.07 of the *Florida Statutes*, as each may be amended and/or renumbered from time to time). The Association will be responsible for, and shall reimburse the District for, any fines or penalties assessed against the District as a result of any of the operations authorized under this Agreement.

6. **Signage.** The Association and/or Parking Enforcer shall, at the Association's sole cost and expense, either provide and maintain in good condition the signage required by applicable laws and regulations (including Section 715.07, Florida Statutes) or inspect and certify to the District that any existing signage complies with the applicable laws and regulations.

7. **Term, Renewal, and Termination.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term. Either party may terminate this Agreement at any time, without cause, upon 30 days' advance written notice to the other party. Notwithstanding the foregoing, the District may terminate this Agreement immediately upon written notice if the Association or the Parking Enforcer fails to maintain the insurance required by Section 9 or otherwise breaches this Agreement, or if the District determines that termination is necessary to protect the public health, safety, or welfare. Upon expiration or termination, the Association shall, at its sole cost, remove all signage installed under this Agreement within 30 days and restore District property to its prior condition.

8. **No Monetary Compensation between the Parties.** Both parties acknowledge and agree that the District has authorized the Association to engage in the towing services described in this Agreement without monetary obligation of any type. Neither the District nor the Association shall receive any fee, rebate, or other consideration from the Parking Enforcer for towing and/or removal services as outlined in this Agreement. The Association and/or Parking Enforcer shall ensure that all fees to be charged for towing and storage shall not exceed the amounts that may be established by Hillsborough County, Florida.

9. **Insurance.** The Association and Parking Enforcer shall each maintain commercial general liability insurance in an amount not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, and the towing operator shall additionally maintain commercial automobile liability insurance of not less than $1,000,000.00 combined single limit, including, but not limited to, coverage for personal injury or death and real or personal property damage. The foregoing insurance shall name the District as an additional insured. All insurance premiums in connection with the above-referenced insurance coverage shall be promptly paid and a certificate of insurance evidencing the existence of same shall be provided to the District prior to the commencement of any towing and upon each renewal of coverage. Such certificate of insurance shall provide the

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

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

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

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

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

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

14. **No Ownership Interest in District Property.** The Association agrees that it does not and shall not claim at any time an ownership interest or estate of any kind or extent whatsoever in Marina Way or the CDD Parking Spaces by virtue of this Agreement, the Association's occupancy or use hereunder, and/or the license granted pursuant to this Agreement.

15. **Controlling Law.** This Agreement is and shall be governed under the laws of the State of Florida with venue for any dispute being a court of competent jurisdiction in Hillsborough County, Florida.

16. **Anti-Human Trafficking**. Pursuant to Section 787.06, Florida Statutes, the Association must provide an affidavit, signed by an officer or a representative of the Association, under penalty of perjury, attesting that the Association does not use coercion for labor or services as defined in the statute.

17. **Public Records.** The Association understands and acknowledges that all documents of any kind relating to this Agreement may be subject to Chapter 119, *Florida Statutes*, as it may be amended and/or renumbered from time to time (Florida's Public Records law), and those documents shall be treated as such by the Association in accordance with applicable Florida law. As such, the Association and the Parking Enforcer shall also comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by this reference. As required under Section 119.0701, *Florida Statutes*, the Association and/or the Parking Enforcer shall:
    a. keep and maintain public records required by the District in order to perform and/or carry out the service described in this Agreement;
    b. upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
    c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement; and
    d. following the completion, termination, and/or expiration of this Agreement, if the Association does not transfer the records to District, meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Association and/or Parking Enforcer upon termination, cancellation, and/or expiration of this Agreement and shall then destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records, information, and/or documents that may be stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

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

18. **Enforcement of Agreement.** In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees incurred at pre-trial, trial, post-trial, and/or all appellate levels against the non-prevailing party.

19. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

20. **Amendment.** This Agreement cannot be altered or modified except by a written instrument signed by both the District and the Association.

21. **No Assignment.** No party to this Agreement may assign this Agreement without written authorization from the other party.

22. **Arm's Length Transaction**. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

24. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this Agreement.

25. **Notice**. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the Association:	**To the District:**
c/o FirstService Residential	c/o PFM
5120 Marina Way	3501 Quadrangle Boulevard,
Management Office	Suite 270, Orlando, FL 32817
Tampa, FL 33611	Attn: Jane Gaarlandt
Attn: Alex Johnson	GaarlandtJ@pfm.com
alex.johnson@fsresidential.com	

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

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

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

Marina Pointe East Condominium Association, Inc.	**New Port - Tampa Bay Community Development District**
_____	_____
Sherry Blanc President	Ron Swichkow Chair of the Board of Supervisors

New Port – Tampa Bay Community Development District

Discussion Regarding Traffic / Parking Violations/Towing on CDD Property

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

New Port – Tampa Bay Community Development District

Discussion Regarding Possible Safety Concerns:

- Installation of Railing along Seawall Walkway
- Added Fencing In Front Of The Floating Dock and status of removal by developer
- Cut down Metal Signpost Along Walkway

BEST MADE ENTERPRISES, INC.

FENCING - ORNATE IRON & MORE
4133 CAUSEWAY BLVD
TAMPA, FL 33619-5123
ONE STOP SHOP

Voice: (813) 248-5266
Fax: (813) 248-1299

Email: Info@BestMadeFence.com

QUOTATION

Quote Number: 21391
Quote Date: Sep 8, 2026
Page: 1

Sales Rep Cell#: ART 813-477-4539
Sales Rep Email: Art@BestMadeFence.com

Quoted To:

BW Firm LLC
320 W Kennedy Blvd
Ste 220
Tampa, Fl 33606

813-955-7866 Chris
813-270-0980 Jon
813-335-1442 Denise

AP@SiteServeUSA.com;
Chris@SiteServeUSA.com;Jon@SiteServeUSA.com

Job Address:

Westshore Marina
District Master
Rails & Fencing
Tampa, FL

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

Quantity	Description	Unit Price	Amount
	Best Made Proposes To Construct And Supply All Of The Following.		
	467" or (39') of 42" tall custom fabricated welded aluminum 2 line picket railing, material as follows, 1.50" square tubing riser railing framing, with .50" square solid pickets, railing to be manufactured with base plated railing post mill finished aluminum ONLY.		8,775.00
	23" or (2'3") of 36" tall custom fabricated welded aluminum 1 line 1.50" round pipe riser railing with base plated railing post mill finished aluminum ONLY.		337.50
	Best Made to install all the above stated material in Tampa, Fl.		1,250.00
	NOTE - Pricing maybe subject to change after Best Made makes site visit to verify measurements and installation area, Pricing is good for 7 days MAX		

TOTAL QUOTE 10,362.50

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

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

New Port – Tampa Bay Community Development District

Update Regarding CDD Expenses Covered by Tower 1

- **Separate Meters for Water and Power for Park and Walkway Lights**
- **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

Ratification of Payment Authorizations

Nos. 258 – 259

NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 258
9/25/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
191988	Ardurra Group Inc (NEW2)	09/10/2026	New Port Tampa Bay CDD	2,322.00
26-03524H	Business Observer (NEW2)	09/25/2026	New Port Tampa Bay CDD	63.44
26-03525H	Business Observer (NEW2)	09/25/2026	New Port Tampa Bay CDD	67.81
33826	Egis Insurance Advisors, LLC (NEW2)	09/09/2026	New Port Tampa Bay CDD	9,258.00
29056	Straley Robin Vericker (NEW2)	09/23/2026	New Port Tampa Bay CDD	3,045.00
8864	VGlobalTech (NEW2)	09/01/2026	New Port Tampa Bay CDD	125.00
			Total:	**14,881.25**

Ron Swichkow

_____ Assistant Secretary

_____ Chairman / Vice Chairman

NEW PORT TAMPA BAY
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 259
10/2/2026

PAYMENT AUTHORIZATION ONLY - NO FUNDING NEEDED

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
26-03628H	Business Observer (NEW2)	10/02/2026	New Port Tampa Bay CDD	85.31
DM-09-2026-52	PFM Management Services LLC (NEW2)	09/01/2026	New Port Tampa Bay CDD	1,875.00
21138	Traffic & Mobility Consultants (NEW2)	08/31/2026	New Port Tampa Bay CDD	8,000.00
			Total:	**9,960.31**

Ron Swichkow

_____ _____

Assistant Secretary Chairman / Vice Chairman

New Port – Tampa Bay Community Development District

Review of District Financial Position

New Port Tampa Bay CDD

October 2026 Financial Package

October 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 10/31/2026

	General	Debt Service S2021 Bond	Capital Projects	General Long-Term Debt	Total
Assets					
Current Assets					
General Checking Account	$ 173,344.41				$ 173,344.41
Assessments Receivable	892,003.43				892,003.43
Assessments Receivable		$ 663,194.34			663,194.34
Due From Other Funds		1,699.44			1,699.44
Debt Service Reserve Series 2021		665,971.88			665,971.88
Revenue Series 2021		252,985.83			252,985.83
Acquisition/Construction Series 2021			$ 103,070.24		103,070.24
Deposits			750.00		750.00
Total Current Assets	$ 1,065,347.84	$ 1,583,851.49	$ 103,820.24	$ -	$ 2,753,019.57
Investments					
Amount Available in Debt Service Funds				$ 918,957.71	$ 918,957.71
Amount To Be Provided				9,756,042.29	9,756,042.29
Total Investments	$ -	$ -	$ -	$ 10,675,000.00	$ 10,675,000.00
Total Assets	$ 1,065,347.84	$ 1,583,851.49	$ 103,820.24	$ 10,675,000.00	$ 13,428,019.57
Liabilities and Net Assets					
Current Liabilities					
Accounts Payable	$ 15,880.17				$ 15,880.17
Deferred Revenue	892,003.43				892,003.43
Deferred Revenue		$ 663,194.34			663,194.34
Total Current Liabilities	$ 907,883.60	$ 663,194.34	$ -	$ -	$ 1,571,077.94
Long Term Liabilities					
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	$ 907,883.60	$ 663,194.34	$ -	$ 10,675,000.00	$ 12,246,077.94
Net Assets					
Net Assets, Unrestricted	$ 408,418.13				$ 408,418.13
Net Assets - General Government	(235,523.55)				(235,523.55)
Current Year Net Assets - General Government	(15,430.34)				(15,430.34)
Net Assets, Unrestricted		$ 922,570.96			922,570.96
Current Year Net Assets, Unrestricted		(1,913.81)			(1,913.81)
Net Assets, Unrestricted			$ (176,122.57)		(176,122.57)
Current Year Net Assets, Unrestricted			1,913.81		1,913.81
Net Assets - General Government			278,029.00		278,029.00
Total Net Assets	$ 157,464.24	$ 920,657.15	$ 103,820.24	$ -	$ 1,181,941.63
Total Liabilities and Net Assets	$ 1,065,347.84	$ 1,583,851.49	$ 103,820.24	$ 10,675,000.00	$ 13,428,019.57

New Port Tampa Bay CDD
Statement of Activities
As of 10/31/2026

	General	Debt Service S2021 Bond	Capital Projects	General Long-Term Debt	Total
Revenues					
Inter-Fund Group Transfers In		$ (1,913.81)			$ (1,913.81)
Inter-Fund Transfers In			$ 1,913.81		1,913.81
Total Revenues	$ -	$ (1,913.81)	$ 1,913.81	$ -	$ -
Expenses					
Public Officials' Liability Insurance	$ 3,240.00				$ 3,240.00
Trustee Services	1,773.38				1,773.38
Management	4,333.33				4,333.33
Legal Advertising	280.00				280.00
Web Site Maintenance	125.00				125.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	6,018.00				6,018.00
Total Expenses	$ 15,944.71	$ -	$ -	$ -	$ 15,944.71
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	$ 514.37				$ 514.37
Total Other Revenues (Expenses) & Gains (Losses)	$ 514.37	$ -	$ -	$ -	$ 514.37
Change In Net Assets	$ (15,430.34)	$ (1,913.81)	$ 1,913.81	$ -	$ (15,430.34)
Net Assets At Beginning Of Year	$ 172,594.58	$ 922,570.96	$ 101,906.43	$ -	$ 1,197,071.97
Net Assets At End Of Year	$ 157,164.24	$ 920,657.15	$ 103,820.24	$ -	$ 1,181,641.63

New Port Tampa Bay CDD
Budget to Actual
For the month ending 10/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2027 Adopted Budget	Percentage Spent
Revenues					
On-Roll Assessments	$ -	$ 74,333.33	$ (74,333.33)	$ 892,000.00	0.00%
Interest Income	514.37	-	514.37	-	0.00%
Net Revenues	**$ 514.37**	**$ 74,333.33**	**$ (73,818.96)**	**$ 892,000.00**	**0.06%**
General & Administrative Expenses					
Public Officials' Liability Insurance	$ 3,240.00	$ 291.67	$ 2,948.33	$ 3,500.00	92.57%
Supervisor Fees	-	200.00	(200.00)	2,400.00	0.00%
Trustee Services	1,773.38	375.00	1,398.38	4,500.00	39.41%
Management	4,333.33	4,333.33	(0.00)	52,000.00	8.33%
Engineering	-	2,083.33	(2,083.33)	25,000.00	0.00%
Disclosure Agent	-	416.67	(416.67)	5,000.00	0.00%
District Counsel	-	2,083.33	(2,083.33)	25,000.00	0.00%
Assessment Administration	-	833.33	(833.33)	10,000.00	0.00%
Reamortization Schedule	-	20.83	(20.83)	250.00	0.00%
Audit	-	400.00	(400.00)	4,800.00	0.00%
Legal Advertising	280.00	208.33	71.67	2,500.00	11.20%
Miscellaneous	-	93.75	(93.75)	1,125.00	0.00%
Website Fees	125.00	225.00	(100.00)	2,700.00	4.63%
Utilities	-	1,333.33	(1,333.33)	16,000.00	0.00%
Postage /Shipping	-	41.67	(41.67)	500.00	0.00%
Tax Preparation Fee	-	4.17	(4.17)	50.00	0.00%
Contingency	-	2,500.00	(2,500.00)	30,000.00	0.00%
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00	100.00%
General Insurance	6,018.00	541.67	5,476.33	6,500.00	92.58%
Total General & Administrative Expenses	**$ 15,944.71**	**$ 16,000.00**	**$ (55.29)**	**$ 192,000.00**	**8.30%**

New Port Tampa Bay CDD
Budget to Actual
For the month ending 10/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2027 Adopted Budget	Percentage Spent
General & Administrative Expenses					
Management	$ -	$ 1,791.67	$ (1,791.67)	$ 21,500.00	0.00%
Legal Advertising	-	1,666.67	(1,666.67)	20,000.00	0.00%
Website Maintenance Fee	-	100.00	(100.00)	1,200.00	0.00%
Travel and Per Diem	-	16.67	(16.67)	200.00	0.00%
Accounting/audting/tax prep	-	50.00	(50.00)	600.00	0.00%
Postage & Shipping	-	20.83	(20.83)	250.00	0.00%
Copies	-	20.83	(20.83)	250.00	0.00%
Miscellaneous	-	83.33	(83.33)	1,000.00	0.00%
Dues, Licenses, and Fees	-	16.67	(16.67)	200.00	0.00%
Maintenance - Vendor / Contract	-	5,000.00	(5,000.00)	60,000.00	0.00%
Streetlight Repair	-	750.00	(750.00)	9,000.00	0.00%
Insurance - General Liability	-	4,166.67	(4,166.67)	50,000.00	0.00%
Insurance - Property & Casualty	-	500.00	(500.00)	6,000.00	0.00%
Insurance - Umbrella / Excess Coverage	-	2,666.67	(2,666.67)	32,000.00	0.00%
Insurance - D&O	-	250.00	(250.00)	3,000.00	0.00%
Irrigation Repairs	-	1,000.00	(1,000.00)	12,000.00	0.00%
Landscaping Maintenance & Material	-	11,250.00	(11,250.00)	135,000.00	0.00%
Tree Trimming	-	2,500.00	(2,500.00)	30,000.00	0.00%
Fertilizer / Pesticides	-	416.67	(416.67)	5,000.00	0.00%
Flower & Plant Replacement	-	2,500.00	(2,500.00)	30,000.00	0.00%
Mulch	-	1,250.00	(1,250.00)	15,000.00	0.00%
Electricity for Park and south walkway	-	1,000.00	(1,000.00)	12,000.00	0.00%
Water cost for irrigation park and south walkway	-	400.00	(400.00)	4,800.00	0.00%
Pressure Washing	-	625.00	(625.00)	7,500.00	0.00%
Sidewalk Repair	-	2,083.33	(2,083.33)	25,000.00	0.00%
Dog Stations (5)	-	625.00	(625.00)	7,500.00	0.00%
Storm / Hurricane Clean-Up / Repairs	-	1,666.67	(1,666.67)	20,000.00	0.00%
Contingency	-	2,916.67	(2,916.67)	35,000.00	0.00%
Reserve	-	8,833.33	(8,833.33)	106,000.00	0.00%
Prior years reimbursement of utilities to Tower 1	-	4,166.67	(4,166.67)	50,000.00	0.00%
Total General & Administrative Expenses	**$ -**	**$ 58,333.33**	**$ (58,333.33)**	**$ 700,000.00**	**0.00%**
Total Expenses	**$ 15,944.71**	**$ 74,333.33**	**$ (58,388.62)**	**$ 892,000.00**	
Net Income (Loss)	**$ (15,430.34)**	**$ -**	**$ (15,430.34)**	**$ -**	

New Port – Tampa Bay Community Development District

Staff Reports