

**WATER STREET  
TAMPA  
IMPROVEMENT DISTRICT**

**December 2, 2020**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Water Street Tampa Improvement District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

November 25, 2020

**ATTENDEES:**  
Please identify yourself each  
time you speak to facilitate  
accurate transcription of  
meeting minutes.

Board of Supervisors  
Water Street Tampa Improvement District

Dear Board Members:

The Board of Supervisors of the Water Street Tampa Improvement District will hold a Regular Meeting on December 2, 2020 at 1:00 p.m., at Strategic Property Partners, LLC, 615 Channelside Drive, Suite 204, Tampa, Florida 33602. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors, Damian Presiga [SEAT 1] and Michael Spada [SEAT 4] *(the following to be provided in a separate package)*
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Water Street Tampa Improvement District, and Providing for an Effective Date

6. Consideration of Amendment of District Boundaries
  - A. Consider Draft Bill
  - B. Consider Boundary Amendment Funding Agreement
7. Acceptance of Unaudited Financial Statements as of October 31, 2020
8. Approval of September 2, 2020 Telephonic Public Hearing and Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Hopping Green & Sams, P.A.*
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: January 6, 2021 at 1:00 P.M.

○ QUORUM CHECK

Damian Presiga	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Kim Madison	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Rhonda Nelson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Michael Spada	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Josh Taube	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:**

**CALL-IN NUMBER: 1-888-354-0094**

**CONFERENCE ID: 2144145**

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**4**

**RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Water Street Tampa Improvement District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 2018-183, Laws of Florida, being situated entirely within the City of Tampa and Hillsborough County, Florida; and

**WHEREAS**, pursuant to Chapter 2018-183, Laws of Florida, a landowners' meeting is required to be held within 90 days of the District's creation and every two years thereafter for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners' meeting was held on November 17, 2020, and at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT:**

**Section 1.** The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

<u>Damian Presiga</u>	Seat 1	Votes <u>38</u>
<u>Michael Spada</u>	Seat 4	Votes <u>38</u>

**Section 2.** In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

Damian Presiga	4-Year Term
Michael Spada	4-Year Term

**Section 3.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF DECEMBER, 2020.**

Attest:

**WATER STREET TAMPA IMPROVEMENT  
DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**5**

**RESOLUTION 2021-02**

**A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Water Street Tampa Improvement District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 2018-183, Laws of Florida, being situated entirely within the City of Tampa, Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT:**

1. **DISTRICT OFFICERS.** The District officers are as follows:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

Craig Wrathell is appointed Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Daniel Rom is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer



2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**Adopted this 2<sup>nd</sup> day of December, 2020.**

**ATTEST:**

**WATER STREET TAMPA IMPROVEMENT  
DISTRICT**

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Secretary/Assistant Secretary  
Supervisors

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Chair/Vice Chair, Board of

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**6A**

1 A bill to be entitled

2 An act relating to the Water Street Tampa  
3 Improvement District, City of Tampa, Hillsborough  
4 County; amending ch. 2018-183, Laws of Florida, as  
5 amended; revising the boundaries of the Water Street  
6 Tampa Improvement District; requiring a referendum;  
7 providing an effective date.

8  
9 Be It Enacted by the Legislature of the State of Florida:

10  
11 Section 1. Section 4 of chapter 2018-183, Laws of  
12 Florida, is amended to read:

13  
14 Section 4. Legal description of the Water Street Tampa  
15 Improvement District.— The metes and bounds legal description  
16 of the District, within which there are no parcels of property  
17 owned by those who do not wish their property to be included  
18 within the District, is as follows:

19 That part of Section 24, Township 29 South, Range 18  
20 East, AND Section 19, Township 29 South, Range 19  
21 East, all lying within the City of Tampa,  
22 Hillsborough County, Florida, lying within the  
23 following described boundaries to wit:

24  
25 Begin at the intersection of the Centerline of  
26 Morgan Street and the Centerline of Garrison Avenue  
27 as shown on HENDRY & KNIGHT'S MAP OF THE GARRISON,

28 per map or plat thereof as recorded in Plat Book 2,  
29 page 73, of the Public Records of Hillsborough  
30 County, Florida; run thence Easterly, along the  
31 centerline of said Garrison Avenue, (the same being  
32 on un-named street as shown on REVISED MAP OF BELL'S  
33 ADDITION TO TAMPA per map or plat thereof as  
34 recorded in Plat Book 1, page 96 of the Public  
35 Records of Hillsborough County, Florida), to the  
36 Southerly projection of the Easterly boundary of the  
37 Tampa South Crosstown Expressway; run thence  
38 Northerly and Northeasterly, along said Easterly  
39 boundary as established by Official Record Book  
40 3530, page 157, City of Tampa Ordinance 97-240,  
41 Official Record Book 3510, page 1148, Official  
42 Record Book 3509, page 108, City of Tampa Ordinance  
43 2001-128, and Official Record Book 3826, page 184,  
44 of the Public Records of Hillsborough County,  
45 Florida, to the Northern-most corner of said  
46 Official Record Book 3826, page 184, said point  
47 lying on the West boundary of Nebraska Avenue as  
48 shown on aforementioned REVISED MAP OF BELL'S  
49 ADDITION TO TAMPA; run thence Easterly to the  
50 Centerline of said Nebraska avenue, the same being  
51 shown as Governor Avenue on MAP OF FINLEY AND CAESAR  
52 SUBDIVISION per map or plat thereof as recorded in  
53 Plat Book 1, page 84, of the Public Records of  
54 Hillsborough County, Florida; run thence North to  
55 the Centerline of Finley Street as shown on said MAP  
56 OF FINLEY AND CAESAR SUBDIVISION; run thence East to

57 the West boundary of Tangent Avenue (being shown as  
58 on un-named Avenue on said MAP OF FINLEY AND CAESAR  
59 SUBDIVISION; run thence Southerly, along said West  
60 boundary, to the Southeast corner of Lot 13, Block  
61 15 of said Subdivision; run thence Southerly to the  
62 Northeast corner of Lot 6, Block 1 of A.W.

63 GILCHRIST'S OAK GROVE ADDITION TO TAMPA per map or  
64 plat thereof as recorded in Plat Book 2, page 31, of  
65 the Public Records of Hillsborough County, Florida);  
66 run thence South, along the East boundary of Lots 6  
67 and 16, Block 1, Lots 6 and 16, Block 4, and Lot 6,  
68 Block 5, and the projections thereof to the Easterly  
69 projection of the Centerline of Carew Avenue (also  
70 formerly known as Platt Street), as shown on  
71 CHAMBERLINS SUBDIVISION per map or plat thereof as  
72 recorded in Plat Book 1, page 104, of the Public  
73 Records of Hillsborough County, Florida; (the same  
74 being shown on HENDRY & KNIGHT'S MAP OF CHAMBERLAINS  
75 per map or plat thereof as recorded in Plat Book 5,  
76 page 10, of the Public Records of Hillsborough  
77 County, Florida); thence Easterly along said  
78 Centerline projection, to the Northeasterly  
79 projection of the Easterly boundary of Water Lot 70  
80 of aforementioned HENDRY & KNIGHT'S MAP OF  
81 CHAMBERLAINS; run thence Southwesterly along said  
82 projection, Easterly boundary, and its Southwesterly  
83 projection, to the Centerline of Garrison Channel  
84 per the Tampa Port Authority Bulkhead Lines as  
85 established by Hillsborough County Port Authority on

86 September 15, 1960, December 5, 1961, and April 5,  
87 1963, and filed for record in Plat Book 42, page 37,  
88 of the Public Records of Hillsborough County,  
89 Florida; run thence Southwesterly along said  
90 Centerline to the Southerly projection of the  
91 Centerline of Franklin Street as shown on  
92 aforementioned HENDRY & KNIGHT'S MAP OF THE  
93 GARRISON; run thence Northwesterly along said  
94 projection, and said Centerline, to the centerline  
95 of Water Street as shown on said HENDRY & KNIGHT'S  
96 MAP OF THE GARRISON; run thence Northeasterly along  
97 said Centerline to the Centerline of Florida Avenue  
98 as shown on said HENDRY & KNIGHT'S MAP OF THE  
99 GARRISON; run thence Northwesterly along said  
100 Centerline to the Centerline of Carew Avenue as  
101 shown on said HENDRY & KNIGHT'S MAP OF THE GARRISON;  
102 run thence Northeasterly along said Centerline to  
103 the Centerline of Morgan Street as shown on said  
104 HENDRY & KNIGHT'S MAP OF THE GARRISON; run thence  
105 Northwesterly along said Centerline to a point of  
106 intersection with the Southeasterly projection of  
107 the Southwesterly boundary of those lands described  
108 in Official Record Book 3166, page 225 of the Public  
109 Records of Hillsborough County, Florida; run thence  
110 along said projection and said Southwesterly  
111 boundary, to the Northwest corner of said lands; run  
112 thence along the Northerly boundary of said lands,  
113 and its Northeasterly projection, to the Centerline  
114 of aforementioned Morgan Street; run thence

115 Northwestery along said Centerline to the  
116 Centerline of Hampton Avenue (now known as Brorein  
117 Street) as shown on said HENDRY & KNIGHT'S MAP OF  
118 THE GARRISON; run thence Southwesterly along said  
119 Centerline to the Southerly projection of the  
120 Easterly boundary of those lands described in  
121 Official Record Book 22204, page 1038 of the Public  
122 Records of Hillsborough County, Florida; run thence  
123 Northwestery along said projection and said  
124 Easterly Boundary, to the Northeast corner of said  
125 lands; run thence Southwesterly along the Northerly  
126 boundary of said lands, and its Westerly projection,  
127 to the Centerline of Florida Avenue as shown on said  
128 HENDRY & KNIGHT'S MAP OF THE GARRISON; run thence  
129 Northwestery along said Centerline to the Westerly  
130 projection of the Southerly boundary of those lands  
131 shown on map of survey prepared by Curtis G.  
132 Humphreys (Sullivan, Humphreys & Sullivan), dated  
133 November 13, 1958 (Order No. C2592), said map being  
134 on file with the City Tampa Survey Department, said  
135 boundary, being the same line as the North boundary  
136 of those lands described in Official Record Book  
137 3565, page 1895, and Official Record Book 4041, page  
138 1405, of the Public Records of Hillsborough County,  
139 Florida; run thence Northeasterly, along said  
140 boundary and its Easterly projection, to the  
141 Centerline of Morgan Street as shown on  
142 aforementioned REVISED MAP OF BELL'S ADDITION TO  
143 TAMPA; run thence Southeasterly along said

144 Centerline to the centerline of aforementioned  
145 Garrison Avenue; run thence East, 2.0 feet, more or  
146 less, to the Point of Beginning.

147

148 LESS AND EXCEPT THEREFROM:

149

150 Block 99 of HENDRY & KNIGHT'S MAP OF THE GARRISON,  
151 per map or plat thereof as recorded in Plat Book 2,  
152 page 73, of the Public Records of Hillsborough  
153 County, Florida, less that portion thereof conveyed  
154 to Tampa-Hillsborough County Expressway Authority by  
155 deed recorded in Official Record Book 3036, page  
156 1173, of the Public Records of Hillsborough County,  
157 Florida.

158

159 ALSO LESS AND EXCEPT THEREFROM:

160

161 Lots 6, 8, and 10 through 15, inclusive, of Block  
162 11, MAP OF FINLEY AND CAESAR SUBDIVISION per map or  
163 plat thereof as recorded in Plat Book 1, page 84, of  
164 the Public Records of Hillsborough County, Florida,  
165 together with those portions of Finley Street and  
166 vacated alleys abutting thereon.

167

168 ALSO:

169

170 All of Blocks 8, 9 and 10, and Lots 6, 8, and 10 through  
171 15, inclusive, Block 11, MAP OF FINLEY AND CAESAR  
172 SUBDIVISION, according to the map or plat thereof, as



173 recorded at Plat Book 1, page 84, of the Public Records  
174 of Hillsborough County, Florida.

175  
176 CONTAINING A TOTAL AREA OF                      ACRES, PLUS OR MINUS.

177  
178 Section 2. In the election provided for in section 3,  
179 each assessable acre or fraction thereof present in person or  
180 by proxy shall be counted as one vote pursuant to section  
181 5(2) (b) of chapter 2018-183, Laws of Florida.

182        Section 3. This section and section 2 shall take effect  
183 upon this act becoming a law, and section 1 shall take effect  
184 upon approval by a majority vote of the owners of land within  
185 the area described in section 1, who are not exempt from ad  
186 valorem taxes or non-ad valorem assessments and who are  
187 present in person or by proxy at a landowners' meeting to be  
188 held within 90 days after the effective date of this act. Such  
189 landowners' meeting shall be noticed as provided in section  
190 5(2) (a) of chapter 2018-183, Laws of Florida.

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**6B**

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN  
THE WATER STREET TAMPA IMPROVEMENT DISTRICT AND  
STRATEGIC PROPERTY PARTNERS, LLC**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**Water Street Tampa Improvement District**, a local unit of special-purpose government established pursuant to 2018-183, Laws of Florida, being situated in the City of Tampa, Florida with offices at (“District”), and

**Strategic Property Partners**, a Delaware limited liability company and the developer of lands within the District, having a mailing address of 615 Channelside Drive, Suite 201, Tampa, Florida 33602 (“Developer”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 2018-183, Laws of Florida, (the “Act”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently consists of approximately \_\_\_\_\_ acres, more or less, within the City of Tampa as more fully described in the Act; and

**WHEREAS**, the District is presently providing infrastructure systems, facilities, and services to the lands within the District, and

**WHEREAS**, the Developer has approached the District and requested the District to seek to amend its boundaries in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote economical development; and

**WHEREAS**, the District agrees to seek to legislation amend its boundary in accordance with the procedures and processes prescribed by Florida law, and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment, the District desires to authorize the Chairman, Board Members and District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

**WHEREAS**, any such work shall only be performed in accord with the authorizations of the District’s Board of Supervisors; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

**WHEREAS**, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

**NOW, THEREFORE**, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PROVISION OF FUNDS.** The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**2. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accord with Florida law. The District agrees to use good faith best efforts to proceed in an expeditious manner to seek the amendment of the District's boundary and with the prosecution of the procedural requirements prescribed by Florida law. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse the Developer for funds made available under this Agreement.

**3. DEFAULT.** A default by either party under this Agreement 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.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**8. NOTICES.** All notices, requests, consents and other communications under this Agreement (“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:

**A. If to the District:** Water Street Tampa Improvement District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jonathan T. Johnson

**B. If to Developer:** Strategic Property Partners, LLC  
615 Channelside Drive, suite 201  
Tampa, Florida 33602  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 Agreement 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** No party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties.

**11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties to this Agreement and shall remain in effect unless terminated by either of the parties.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

**14. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

**15. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability beyond those contained in Section 768.28, Florida Statutes, or other statutes or law.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**18. WITHDRAWAL OF BOUNDARY AMENDMENT.** The execution of this Agreement does not constitute consent to the proposed boundary amendment. The District and Developer agree that should the Developer determine that the boundary amendment is no longer in its best interest and request that the District withdraw from the boundary amendment petition process, the District will withdraw the boundary amendment. The Developer will remain responsible for all expenses under this Agreement incurred to prior to withdrawal and related to the withdrawal.

**IN WITNESS WHEREOF,** the parties execute this agreement the day and year first written above.

**Attest:**

**WATER STREET TAMPA IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_

**STRATEGIC PROPERTY PARTNERS, LLC**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**6C**



**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT DIRECTING THE CHAIRMAN, BOARD MEMBERS AND DISTRICT STAFF TO SEEK LEGISLATION AMENDING THE DISTRICT BOUNDARIES, APPROVING AGREEMENTS TO FUND THE BOUNDARY AMENDMENT PROCESS AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Water Street Tampa Improvement District (the “District”) is a local unit of special-purpose government organized and existing in accordance with Chapter 2018-183, Laws of Florida, as amended, (the “Act”); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of approximately 69 acres, more or less, within the City of Tampa as more fully described in the Act; and

**WHEREAS**, the District desires to affect legislation to amend its boundaries, as attached hereto as **Exhibit A** and subject to further changes and refinements as may be approved by the Chairman, to add and remove certain lands in accordance with the procedures and processes prescribed by Florida law, and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment, the District desires to authorize the Chairman, Board Members and District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process, and to ratify any actions by such persons taken to date in furtherance of the proposed boundary amendment; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors, which the District wishes to fund through a Boundary Amendment Funding Agreement, the form of which is attached hereto as **Exhibit B**; and

**WHEREAS**, the District also desires to approve the letter agreement, attached hereto as **Exhibit C**, which provides attorney and lobbying representation for the legislative boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT:**

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby directs the Chairman, Board Members and District staff to proceed in an expeditious manner with the preparation and filing of legislation and related materials to seek the amendment of the District’s boundaries and authorizes the prosecution of the procedural requirements detailed in Florida law for the amendment of the District’s boundaries. The Board hereby ratifies any actions by such persons taken to date in furtherance of the proposed boundary amendment.

**SECTION 3.** The District hereby authorizes and approves the execution of the Boundary Amendment Funding Agreement and the letter agreement attached hereto as Exhibits B and C.

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of December, 2020.

ATTEST:

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
\_\_\_\_\_/Board of Supervisors

- Exhibit A:** Draft Legislation
- Exhibit B:** Boundary Amendment Funding Agreement
- Exhibit C:** Letter Agreement

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**7**

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2020**

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2020**

	General Fund	Total Governmental Funds
<b>ASSETS</b>		
Cash	\$ 16,868	\$ 16,868
Total assets	\$ 16,868	\$ 16,868
 <b>LIABILITIES AND FUND BALANCES</b>		
Liabilities:		
Accounts payable	\$ 139	\$ 139
Landowner advance	16,729	16,729
Total liabilities	16,868	16,868
Fund balances:		
Unassigned	-	-
Total fund balances	-	-
 Total liabilities and fund balances	 \$ 16,868	 \$ 16,868

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 14,560	\$ 14,560	\$ 67,265	22%
Total revenues	<u>14,560</u>	<u>14,560</u>	<u>67,265</u>	22%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
District engineer	-	-	2,000	0%
General counsel	-	-	20,000	0%
District manager	2,083	2,083	25,000	8%
Audit	-	-	5,000	0%
Postage	-	-	750	0%
Printing and binding	21	21	250	8%
Insurance - GL & POL	11,839	11,839	11,000	108%
Legal advertising	478	478	1,500	32%
Miscellaneous- bank charges	21	21	675	3%
Website:				
Hosting & updates	-	-	705	0%
ADA compliance	139	139	210	66%
Annual district filing fee	-	-	175	0%
Total professional & administrative	<u>14,581</u>	<u>14,581</u>	<u>67,265</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(21)	(21)	-	
Fund balances - beginning	21	21	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**8**

**MINUTES OF MEETING  
WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

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The Board of Supervisors of the Water Street Tampa Improvement District held a Telephonic Public Hearing and Regular Meeting on September 2, 2020 at 1:00 p.m., at 1-888-354-0094, Conference ID 2144145.

**Present at the meeting were:**

Kim Madison	Chair
Rhonda Nelson	Vice Chair
Damian Presiga	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Daniel Rom	Wrathell, Hunt and Associates, LLC
Jonathan Johnson	District Counsel
Greg Feldkamp	Strategic Property Partners
Sonia Little	Strategic Property Partners
Jim Shimberg	Member of the public

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 1:07 p.m. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor’s Executive Orders, which allows local governmental public meetings to occur via telephone. The meeting was advertised to be telephonic and the meeting agenda was posted on the District’s website.

Supervisors Madison, Nelson, and Presiga were present. Supervisors Kelley and Taube were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.



39 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2020/2021 Budget**

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42 **A. Proof/Affidavit of Publication**

43 The affidavit of publication was provided for informational purposes.

44 **B. Consideration of Resolution 2020-06, Relating to the Annual Appropriations and**  
45 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2020, and Ending**  
46 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**  
47 **Date**

48 Mr. Wrathell reviewed the Fiscal Year 2021 budget line item increases, decreases and  
49 adjustments over the Fiscal Year 2020 budget and the reasons for any changes.

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51 **On MOTION by Ms. Nelson and seconded by Mr. Presiga, with all in favor, the**  
52 **Public Hearing was opened.**

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55 No members of the public spoke.

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57 **On MOTION by Ms. Nelson and seconded by Mr. Presiga, with all in favor, the**  
58 **Public Hearing was closed.**

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61 Mr. Wrathell presented Resolution 2020-06.

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63 **On MOTION by Ms. Nelson and seconded by Ms. Madison, with all in favor,**  
64 **Resolution 2020-06, Relating to the Annual Appropriations and Adopting the**  
65 **Budgets for the Fiscal Year Beginning October 1, 2020, and Ending September**  
66 **30, 2021; Authorizing Budget Amendments; and Providing an Effective Date,**  
67 **was adopted.**

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70 **FOURTH ORDER OF BUSINESS**

**Consideration of Budget Funding  
Agreement for Fiscal Year 2020/2021  
Budget**

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73 Mr. Wrathell presented the Budget Funding Agreement for Fiscal Year 2020/2021.  
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75 **On MOTION by Mr. Presiga and seconded by Ms. Madison, with all in favor, the**  
76 **Budget Funding Agreement for Fiscal Year 2020/2021 Budget, was approved.**

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79 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-07,  
Amending Resolution 2020-02 to Re-Set  
the Date, Time and Place of the Public  
Hearing Regarding the Adoption of Rules  
of Procedure; Ratifying Publication of  
Notice of Such Hearing; and Providing an  
Effective Date**

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87 Mr. Johnson felt it unnecessary to alter the meeting schedule and reset the Public  
88 Hearing to adopt the Rules of Procedure. Mr. Wrathell stated that the Rules of Procedure would  
89 be presented when the proposed Fiscal Year 2022 budget is presented in the spring.

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91 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-08,  
Designating Dates, Times and Locations for  
Regular Meetings of the Board of  
Supervisors of the District for Fiscal Year  
2020/2021 and Providing for an Effective  
Date**

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98 Mr. Wrathell presented Resolution 2020-08. Discussion ensued regarding the updated  
99 meeting schedule. The correct suite number would be confirmed. The following changes would  
100 be made:

101 May 21, 2021: Change "Telephonic Public Meeting" to "Regular Meeting"

102 Meeting: Add November 17, 2020 Landowners' Meeting at 1:00 p.m.

103  
104 **On MOTION by Ms. Nelson and seconded by Mr. Presiga, with all in favor,**  
105 **Resolution 2020-08, Designating Dates, Times and Locations for Regular**  
106 **Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021**  
107 **and Providing for an Effective Date, as amended, was adopted.**

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110 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of July 31, 2020**

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113 Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2020.

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**On MOTION by Ms. Nelson and seconded by Mr. Presiga, with all in favor, the Unaudited Financial Statements as of July 31, 2020, were accepted.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of May 6, 2020 Telephonic Public Meeting Minutes**

Mr. Wrathell presented the May 6, 2020 Telephonic Public Meeting Minutes.

**On MOTION by Mr. Presiga and seconded by Ms. Nelson, with all in favor, the May 6, 2020 Telephonic Public Meeting Minutes, as presented, were approved.**

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: *Hopping, Green & Sams, P.A.***

There being no report, the next item followed.

**B. District Manager: *Wrathell, Hunt and Associates, LLC***

There being no report, the next item followed.

**TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There being no Board Members' comments or requests, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Feldkamp confirmed that the meeting location suite number would be 204 and not 201.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

There being no further business to discuss, the meeting adjourned.

**On MOTION by Ms. Nelson and seconded by Ms. Madison, with all in favor, the meeting adjourned at 1:19 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**9B**

## WATER STREET TAMPA IMPROVEMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

#### LOCATION

*Strategic Property Partners, LLC, 615 Channelside Drive, Suite 204, Tampa, FL 33602*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2020 <b>CANCELED</b>	Regular Meeting	1:00 PM
November 4, 2020 <b>CANCELED</b>	Regular Meeting	1:00 PM
November 17, 2020	Landowners' Meeting	1:00 PM
December 2, 2020	Regular Meeting	1:00 PM
January 6, 2021	Regular Meeting	1:00 PM
February 3, 2021	Regular Meeting	1:00 PM
March 3, 2021	Regular Meeting	1:00 PM
April 7, 2021	Regular Meeting	1:00 PM
May 5, 2021	Regular Meeting	1:00 PM
June 2, 2021	Regular Meeting	1:00 PM
July 7, 2021	Regular Meeting	1:00 PM
August 4, 2021	Regular Meeting	1:00 PM
September 1, 2021	Public Hearing & Regular Meeting	1:00 PM

**Exception:**

*\*January meeting date is one week later to accommodate New Year's Day holiday.*

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.