



Port of the Islands

COMMUNITY IMPROVEMENT DISTRICT

November 17, 2023

MEETING AGENDA

**PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT
REGULAR BOARD MEETING**

Board of Supervisors Agenda for November 17, 2023

Agenda

Friday, November 17, 2023, 9:30 a.m.
Orchid Cove Clubhouse, 25005 Peacock Lane
Naples, FL 34114

Note: Requests to address the Board on subjects which are not on today's agenda, will be accommodated under "Public Comments".

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 592.9115 at least five calendar days prior to the meeting.

1. Pledge of Allegiance
2. Roll Call/Approval of the Agenda
3. Public Comments
4. Approval of Minutes – October 20, 2023
5. Manager's Report
 - a. Engineering Services Agreement, Agnoli, Barber, and Brundage
 - b. Mosquito Control Interlocal Agreement Status
 - c. Bank Services Proposal First Foundation Bank
 - d. Parcel 13 Development
 - e. Resident Email Solicitation
 - f. Utility Rate Analysis Proposal
6. Financials
7. Utility Operations
 - a. Equipment Delivery Status, WWTP Permit Renewal
8. Attorney's Report

Agenda – Port of the Islands CID

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9. Engineer's Report

10. Old Business

a. Drainage Maintenance

b. Meeting Video/Zoom Consideration

11. New Business

12. Supervisors' Request

13. Public Comments

14. Adjourn – Next meeting will be on December 15th , 2023 at 9:30 a.m.

1 **A. Presentation of Audio/Video/Zoom Pilot**

2 Frank Lee presented technology as a beta project to test an audio/video system to
3 enable remote attendance and archiving of CID meetings. He will report their findings to
4 the Board after review.

5 **B. Diesel Spill at POI Marina**

6 Dockmaster Mike Hoekstra shared information per Chairman McNamee's request.
7 There was a diesel spill. Mr. Hoekstra was notified about it via text message by an
8 unknown source who was walking their dog. He received the message at 11:13pm
9 Tuesday evening but was sick and therefore did not see the text message until the next
10 morning. Reggie used the boom material they had on hand along with absorbent pads
11 on Wednesday morning to remove the diesel fuel off the top of the water primarily by A
12 Dock. There was a high concentration of diesel around C-2. As a precaution they put
13 boom material around that boat as it was unknown where the spill was coming from.
14 Reggie got on the boats that he could trying to locate where the spill was coming from
15 with no success. Dockmaster Mike Hoekstra went on every boat on A and C dock
16 between Saturday, Sunday, and Monday, once he was recovered from his virus. On
17 Tuesday he checked out some boats he knew were having issues and the older boats
18 in the marina. He believes the spill originated from a boat on the F dock that also had a
19 spill 6 months ago, but he has no way to prove that it was this boat. On that initial
20 Wednesday afternoon Mr. Hoekstra spoke to the Coast Guard clean up team. Someone
21 reported to the Coast Guard that it was 3 gallons that spilled but Mr. Hoekstra does not
22 know who reported that amount and says it was more than that (the exact amount
23 spilled is unknown). Michael Odom from the County came by Wednesday afternoon and
24 assisted Reggie with the implementation of the boom material to clean up the spill. Mr.
25 Hoekstra shared that moving forward he is going to begin doing weekly checks of older
26 boats or ones that he believes to be problematic and will be checking their bilges to
27 make sure they don't have a sneaky leak. He also receives pictures of all the boats that
28 enter the marina and, with approval, would like to begin checking the year model of
29 them and only permitting boats that were built after a given year (example the year 2000
30 or above). Since Mr. Hoekstra was the only one who received the message about the
31 spill and was sick and could not respond, the Board requested some kind of
32 communication system where other members of Mr. Hoekstra's staff could be notified
33 so something like this would not happen again. Currently, if you call the marina number
34 and no one picks it up in the office it goes through to a cell phone that only Mr. Hoekstra
35 has. The national reporting center also has an 800 number which is posted on the

1 Marina office door that starts the reporting process (“triggers the system”). The Coast
2 Guard regulations are that they will not come out for 25 gallons or less.

3 **PUBLIC COMMENT**

4 **A. Presentation by Collier Mosquito Control District Dep. Executive Director**

5 Deputy executive director of the Collier Mosquito Control District (CMCD), Dr. Keira
6 Lucas gave a brief presentation. She shared that there are 401 square miles of
7 boundary of district. Where they treat depends on season, for example in the late
8 summer/early fall they typically treat inland areas. The CMCD has an interlocal
9 agreement with Ave Maria. They perform mosquito control because of diseases that
10 they transmit. Their mission and vision is to protect public health and comfort. They
11 target mosquitos at the adult and the aquatic stage. There are over 50 species of
12 mosquitos in Collier County because of the varying ecosystems. Ms. Lucas noted that
13 the Salt Marsh mosquitos that are found in Port of the Islands are not known to transmit
14 diseases, but they do come out in high numbers. The CMCD has seen dengue virus in
15 Collier County. There was a malaria outbreak in Sarasota County on the boarder of
16 Manatee County which was the first time in 20 years malaria was seen in the state of
17 Florida. Sarasota County currently has West Nile virus. The CMCD has a board of five
18 elected commissioners. If the CID is brought into the mosquito control district residents
19 would see the Mosquito Control Board election on their ballots. If the CID enters an
20 interlocal agreement instead of being brought into the CMCD’s boundaries, that election
21 would not appear on resident’s ballots. There is a benefit to being in the district and
22 selecting those Board members as they are who sets the budget, defines the CMCD’s
23 goals, and ensures transparency and accountability in what the district does.

24 In their integrated mosquito management services, the CMCD uses a variety of tools to
25 combat mosquitos not just spraying for them. Everything they do is based off of
26 surveillance. They would have field technicians come to the area, stand there for two
27 minutes, and count the number of mosquitos that land on them. They would also put out
28 traps and identify the species of mosquito and determine the problem species and any
29 diseases that might be carried by them. They also test the mosquitos in the area to
30 ensure the products that they use work against those particular mosquitos. They have
31 mosquito fish and larvicide that they can implement. They have large rigs and drones
32 that can implement and apply the treatment. If/when the CMCD comes to POICID they
33 would do extensive surveillance and mapping to understand what kind of mosquitos are
34 present and their source. There is the option on their website to report mosquito
35 sightings and to request a field technician to come out, inspect the sighting, and reduce

1 the source. When the CMCD uses adulticide they only apply less than half an ounce of
2 just the product versus what was previously done with over a gallon of product and
3 diesel fuel.

4 The CMCD is starting to see more of a threat when it comes to mosquito borne disease.
5 The need is to not only provide mosquito control services to the districted areas but to
6 ensure that public health is being protected. Living further east or in Port of the Islands
7 brings residents closer to where the mosquitos are coming from. Since Port of the
8 Islands is surrounded by public lands where they would not be operating, the CMCD
9 would do their best to make agreements as necessary with the land managers of those
10 public areas in order to best treat Port of the Islands.

11 If the CMCD's proposed legislative bill is approved the CMCD charter will be revised
12 and include new boundaries. Those new boundaries would take effect October 2024.
13 They should know by March is the bill is going to go into effect in October. They would
14 like to wait until then to see if it would be best to go into an interlocal agreement with the
15 CID or include them in their new boundaries. If the bill would not go into effect it would
16 be best to enter into an interlocal agreement.

17 Chairman McNamee asked about the price of Ave Maria's monthly average bill. Dr.
18 Lucas did not have this answer but did share that they have in years past spent
19 \$500,000-\$600,000 in mosquito control. Chairman McNamee asked about getting
20 mosquito fish for the small ponds around Port of the Islands. Dr. Lucas shared that if the
21 ponds already have fish in them that those fish will repel or eat the mosquitos but if the
22 ponds do not have fish that mosquito fish are a great option. She said that the CID is
23 more than welcome to get some mosquito fish now via their website. They are native to
24 SWFL and you only need about 10 of them. An audience member asked if there were
25 changes in landscaping that could be made to help lessen the number of adult
26 mosquitos. Dr. Lucas recommended flushing bromeliads out every week or add
27 mosquito bits to them (which can be purchased at Walmart or home stores). Those
28 disease vectors, aedes aegypti, breed in bromeliads. Bromeliads have been the cause
29 of several disease outbreaks especially in Miami. Using laundry detergent as mosquito
30 treatment/prevention is not a recommended practice because of the environmental
31 impact. A board member asked about the difference between the interlocal agreement
32 and being added to the district. Mr. Dorrill asked what their millage rate is. Dr. Lucas
33 said last year it was .663 so about \$16 for every \$100,000 of assessed value. She
34 thinks it may has decreased this year. The CMCD is a special taxing district (ad valorem
35 tax) when within its boundaries but would be contractually paid for instead if an

1 interlocal agreement is entered into. Mosquito control via helicopter was asked about, if
2 that is actually a viable option for the CID. Dr. Lucas explained that since the CID is
3 private land it is absolutely applicable. Ms. Deborah Jansen asked about the impact of
4 the control efforts on other insects and pollinators. Dr. Lucas said that since adulticides
5 are insecticides they do have the potential to impact other insects, pollinators included.
6 They treat at a very low application rate, so it is very specific to small insects like
7 mosquitos. They also typically apply in the very early morning or at night when the
8 pollinators are not out. Dr. Lucas shared that many experiments have been done
9 showing that the application done for mosquito control does not have much of an impact
10 on bees. Mr. Dorrill asked if POI would be treated at the same time as Goodland and
11 Key Marco because of their proximity. Dr. Lucas said it is possible and easier on their
12 aircrafts to do treatments like that. Ms. Carol Williams added that Esplanade and the
13 golf course community down the street also receive CMCD services. Dr. Lucas said that
14 POI treatment would most likely be helicopter treatment due to the size of the area
15 which is different than what Esplanade receives.

16 Dr. Lucas said that if needed, especially as we head into spring, it would be possible to
17 enter into a short interlocal agreement before the legislation would be implemented (if
18 passed) come October. Chairman McNamee requested approximate costs to consider
19 and discuss implementation and entering into an interlocal agreement at the November
20 meeting.

21 **B. Diane Fisher, Newport Drive Condo**

22 Ms. Diane Fisher asked about the people that rent kayaks and if they are leasing
23 building where you enter as living quarters. Chairman McNamee spoke with them and
24 was told that they indeed are trying to make living quarters. The rental company
25 indicated that they are working with the County to get the proper permitting to be able to
26 add bedrooms and zone/code it to be a livable facility. Ms. Fisher questioned if people
27 living in what is meant to be an office type building is appropriate. Unfortunately, the
28 CID has no jurisdiction of what goes in there and can only make sure that the codes are
29 being followed. Chairman McNamee said he will follow up on this and see if a permit
30 has been pulled and an inspection has gone through that would legally allow and zone
31 this unit to be lived in.

32 **C. Steve Gunther, Peacock Lane**

33 Mr. Steve Gunther followed up about the agenda packets being accessible to the
34 residents on the website before the meeting convenes. Mr. Dorrill was directed to post
35 the meeting packets including all the backup material, check registrar, and itemized

1 invoices from engineering firm, attorney, and utility company on the website prior to the
2 meetings for community access and Board transparency. Mr. Dorrill is not sure if the
3 community will incur an additional cost by the website host in doing so.
4

5 Mr. Gunther compiled an email list for the community. The email list would become
6 public record once received by Mr. Dorrill because of his capacity as custodian of public
7 records. Chairman McNamee suggested allowing people to opt in with the
8 understanding that it would be public record. Mr. Dorrill mentioned having a disclaimer
9 explaining that participating in the CID's email database would constitute a public
10 record. Mr. Dorrill will check with MuniBilling to inquire if they would be able to send out
11 a physical or electronic notice regarding this, to include the disclaimer, on the Board's
12 behalf. He will follow back up with Mr. Gunther around Wednesday October 25th after
13 their bi-weekly phone call with MuniBilling.
14

15 Mr. Gunther inquired about the turning over of the U.S. 41 median maintenance. Mr.
16 Baird and Mr. Dorrill have a meeting the week of November 6th requested with
17 Commissioner LoCastro to discuss the issues of residential streets, the U.S. 41 Median
18 maintenance cost, and possibly exploring an interlocal agreement with the County to
19 handle the utility billing long term. Mr. Dorrill or Mr. Baird will follow up with the Board at
20 the November meeting to discuss the outcome of this meeting.
21

22 **D. Deborah Jensen, Sunrise Cay**

23 Ms. Jansen asked if there was an expected way that residents would be notified about
24 the meeting with planning commission regarding Parcel 13. Mr. Dorrill explained the
25 County has a separate process that requires the petitioner send out a public notice for a
26 neighborhood informational meeting if you live within 10,000 feet of the subject location.
27 Chairman McNamee requested this information be posted on the website once
28 received. Attorney Pires noted they have to post large signs, execute a mailing, and
29 publish a newspaper notice. Attorney Pires had an email from Mr. Case's attorney
30 stating that the County wants a sign posted on Orchid Cove property, but the meeting
31 date and information was not given in said email. Chairman McNamee checked with Mr.
32 Pires to confirm that he is billing Mr. Case, not the District, for the work he is doing
33 regarding Parcel 13.

34 **APPROVAL OF MINUTES AUGUST AND SEPTEMBER 2023**

35 Two sets of minutes were presented, both of which have been coordinated prior to this
36 meeting with Ms. Hansen. The minutes were the August 31st and September 15th

1 meeting minutes. The following changes were requested by Attorney Pires for the
2 August 31st set of minutes.

3 Page 2 line 13 should be changed from “non abnormal” to “non ad valorem.”

4 Page 5 line 15 Scott’s last name should be spelled Prepham.

5 Page 6 line 2 the E is missing before RU.

6 Page 9 line 19 “Mr. Pires advised,” should be added.

7 Page 10 line 2 it should be corrected to read “non ad valorem.”

8 The number on page 10 line 5 is incorrect (the correct number was not given at this
9 time).

10 Page 13 line 16 it should be corrected to BCC.

11 Page 16 line 3 should say FDEP.

12 Page 17 line 14 and 19 Sam’s last name should be spelled Leishear.

13 **On a MOTION by Mr. Truckey and a second by Mr. Kish the August 31st minutes**
14 **were unanimously accepted as amended.**

15 The following corrections were given by Attorney Pires for the September 15th set of
16 minutes.

17 Page 2 line 24 displease should be changed to displeasure.

18 Page 3 line 29 bounding should be changed to boundary.

19 Page 6 line 10 does not indicate who made the second for that particular motion. Mr.
20 Kish’s name should be added as the second.

21 **On a MOTION by Mr. McNamee and a second by Mr. Truckey the September 15th**
22 **minutes were approved as amended.**

1 **MANAGER’S REPORT**

2 **A. Agnoli, Barber, & Brundage, Inc. Contract Approval, District Engineering**

3 This is the recommended contract for Agnoli, Barber, and Brundage as a result of the
4 unanimous shortlisting of them as the preferred firm. Mr. Dorrill reported that the current
5 agreement with Hole Montes has a 30-day termination provision. The current engineer
6 has two “open tasks”. One is the permit renewal as discussed with Mr. Gilbert and the
7 second is the preliminary evaluation of a water storage tank. Mr. Dorrill said that there is
8 a provision within their agreement about design documents and records that the District
9 is entitled to. There is a process for all of that to be itemized. If the Board is to move
10 forward with Agnoli, Barber, and Brundage Mr. Dorrill recommends soliciting them
11 (AB&B) to compile a list of requested records that they feel are necessary to retrieve
12 from Hole Montes. Mr. Pires recommends that if the Board approves entering into an
13 agreement with Agnoli, Barber, and Brundage that a more standard form of agreement
14 be entered into because the current proposed is missing a lot of provision. There are
15 standard revisions needed regarding public records, E-Verify, prompt payment, and
16 ownership of records. For example, this says that they own the documents opposed to
17 the current engineering contract that says that the District owns them. Mr. Pires would
18 like to take the current agreement they have and use that for this new agreement with
19 Agnoli, Barber, and Brundage. Mr. Pires said the focus of the suggested edits would be
20 adding the scope and the rates to the standard engineer’s agreement. A board member
21 asked about the 1.5% interest included in the proposed contract and if this would be an
22 issue. Mr. Pires responded mentioning the prompt payment act and that being included
23 in the suggested revisions. Mr. Dorrill said the proposed rates are comparable to the
24 standard engineering firms in the area like Hole Montes, and Johnson Engineering. It
25 was ensured that multiple engineers will not be attending the District’s meeting,
26 reviewing the proposed agenda, and billing unnecessary hours.

27
28 Mr. McNamee asked about why the current engineer was responding to a retaining wall
29 blow out after he had gotten Soto to assist with it. Mr. Dorrill had sent the engineer there
30 in order to respond to a request by the County engineer regarding code enforcement.
31 The engineer was already at a meeting on Marco Island and offered at a nominal cost to
32 go look at it. Mr. Dorrill found it appropriate in order to give an assessment in response
33 to the County Engineer’s request.

34
35 Hole Montes shall continue overseeing the permit renewal process, but the new
36 engineer will oversee the installation of all the equipment at the water treatment facility.
37 The District is entitled to all the records, physical and electronic, that Hole Montes has

1 per their contract and will have them turned over by the company. Mr. Dorrill and Mr.
2 Pires have longstanding professional relationships with the firm and do not foresee
3 issues in retrieving the appropriate records.
4

5 **On a MOTION by Mr. McNamee and a second by Mr. Truckey, Mr. Dorrill was**
6 **approved to send a termination notice as soon as possible to Hole Montes**
7 **including the scope of work still to be performed along with the authorization to**
8 **do so and the time frame it is expected to be completed in.**

9 **On a MOTION by Mr. Truckey and a second by Mr. Kish the Chairman was**
10 **authorized to sign the agreement with ABB subject to Mr. Pires' revisions to the**
11 **agreement.**
12

13 **B. Update on Proposals for Demolition Services, Cays Drive Entry**

14 Three proposals have been solicited for the demolition of entry masonry walls adjacent
15 to Cays Drive. Mr. Baird shared that the average cost of the proposals ranges from
16 \$18,000 to \$28,000. Mr. Baird asked that if they choose to remove the walls will this
17 mean no walls being there at all moving forward. The current walls are on individual
18 property not CID property. Mr. Baird commented that he would like to see the easement
19 extended, purchasing the land from the individual owners, in order to keep the wall and
20 maintain it at a lower cost than demolishing it. The Board went into discussion on what
21 could be offered to the owners. Mr. Kish asked if an appropriate price would be
22 maintenance plus what one of the proposals costs (example, \$9,000 to each owner
23 instead of the \$18,000 demolition). Mr. Pires shared that another approach would be a
24 lease with annual compensation. An audience member asked about potential damage
25 to the trees surrounding the walls if they are demolished. Mr. McNamee said that the
26 root systems would not have penetrated the concrete so they should withstand if the
27 wall is demolished. Frank, the president of Stella Maris, asked the Board to consider the
28 possibility, instead of leasing, of buying one or two of the corners and owning the signs.
29 The signs are on a utility easement which does not allow for anything to be built above
30 the ground. Even though it is only encroaching a few feet Mr. McNamee said it is still
31 inappropriate because any amount on the utility easement is too much. Mr. Pires asked
32 Mr. Dorrill to include a copy of the survey in the November agenda packet. Making a
33 decision was tabled in order to have a conversation with Mr. Sanchez and also see
34 what agreements would be possible. **On a MOTION by Mr. Truckey and a second by**
35 **Mr. Baird there were three affirmative votes to table the discussion until the**
36 **November meeting.** Mr. Baird will talk to the two property owners involved.
37

1 **C. Update on Drainage Maintenance (this item was addressed earlier in the**
2 **meeting after the Marina Spill per Ms. Hansen’s request but has been kept here**
3 **for readability sake)**

4 Ms. Hansen asked Mr. Gilbert about moving the water flush at the end of Venus. Every
5 time it goes off it is filling in their soil and is in the middle of the lot. Mr. Gilbert said he
6 will move it wherever they want. Ms. Hansen shared that she has a project with Soto to
7 clean up all the swales that the CID is responsible for and she doesn’t want to clean up
8 that swale and then have the flush go off. Ms. Hansen is going to be present during all
9 of those cleanings so there is not a start date yet as she has to coordinate her
10 availability with theirs. The total price for this including the grate stakes is \$7,560,19. Mr.
11 Dorrill noted that there are adequate maintenance funds for that work. Mr. McNamee
12 asked how they are going to handle vegetation in the swales with the homeowners. Ms.
13 Hansen said if it’s in the swale and effects the drainage it should be removed but
14 otherwise it can stay. Mr. Dorrill said there is an allowance for landscape restoration for
15 sod. Mr. McNamee said determining if the landscaping is interfering with the water flow
16 it will have to be addressed on an individual site basis. This disclosure will be included
17 in the notice of work when it goes out to the residents. Mr. Carter and Attorney Pires will
18 work on this notice.

19 **D. Munibilling Update**

20 Munibilling is getting ready to do next bill cycle. They have yet to designate who the new
21 ACH vendor will be. They have promised to get this information back to Mr. Dorrill this
22 month. In the interim he has ongoing discussions with Collier County utilities and Fifth
23 Third Bank. The discuss with Fifth Third is with an ACH vendor called World Pay. World
24 Pay is currently evaluating whether the integration of their ACH transaction system
25 would be consistent with Munibilling’s software. Mr. Dorrill reiterated that are currently
26 three on-going discussions regarding ACH, one with Munibilling and their current vendor
27 Heartland, the second through Fifth Third Bank and their vendor World Pay, and the
28 third with Collier County and their new ACH vendor who just started last month called
29 iCloud. The next utility bill is meant to go out early November and will not have ACH
30 available at that time.

31 Mr. McNamee shared that he had discussed the possibility of putting meters on the
32 individual boat slips that have water with one of the Marina board members. The board
33 member brought that up to him. They are a condo association. There has been
34 discussion about paying for general utility services (not to be confused with individual
35 water usage) on the utility bill rather than including them in the non-ad valorem tax bill.
36 This would entail charging a small maintenance fee/availability charge and the way it is

1 now the slip owners only have a very limited number of meters. Adding individual
2 meters to each slip would also allow the amount of water used by each slip to be
3 determined. It would be another method to be able to determine who and how much
4 water is being dispersed out of those units. The way it is right now it's just one meter so
5 they cannot determine usage. Having the individual water meters would also help with
6 the ERC distribution.

7 **E. Gravity Sewer Infiltration Repairs**

8 An engineer has been hired who is in contact with Collier County Engineer Jack
9 Mckenna. Documents are being drawn up and this will all be taken care of.

10 **F. Utility Billing Adjustment; 199 Cays Drive**

11 This \$4,356 bill has been paid in full. This water was used by a new resident who ran it
12 for irrigation (also discussed in Utility Operations section). Chairman McNamee brought
13 up that while he did use this water a leak was also found that went through his meter.
14 He asked if they should be giving him a break since it went through the meter but not
15 the sewer. The owner initially told Mr. Dorrill that is was his fault, but he has just
16 subsequently found a crack and he can prove that he effectuated the repair. If so,
17 there is the mechanism within the current rule that gives the Manager the authority to
18 take giving him relief under consideration. He does not know if there is a cost limit to
19 that process. Mr. McNamee, in fairness to the man, would like to consider giving him
20 that relief. If the resident has a bill from a plumber showing the nature of the repair, if
21 Mr. Dorrill needs to bring that in-front of the Board to make a decision on giving him
22 credit he will. The Board was in unanimous agreement with this process. Mr. Pires
23 confirmed that there is not a dollar limit in the rules.

24 **FINANCIALS**

25 Financials as of the end of August. There is a combined 4.3 million in cash. The
26 operating account has 3 million of that, and two separate utilities and investment
27 accounts have \$623,000 and \$693,000 respectively. There were only \$53,000 in
28 outstanding payables. There were \$16,193 in interest earnings in one month against an
29 original annual forecast of \$2,000. The year to date interest earnings is \$151,000 and
30 the final forecast for the fiscal year is somewhere around \$170,000 in interest earnings
31 that all flow through to the bottom line. Chairman McNamee questioned that while that is
32 great, is it the best the District can get? Mr. Dorrill explained he does not have a prior
33 relationship with the District's bank, Valley Bank, and suggested evaluating other
34 options including First Integrity Bank which has Collier County's comprehensive banking
35 service agreement. The Board discussed moving some of the 3 million dollars which is

1 in an operating checking account into a money market account in order to gain more
2 interest earnings. Mr. Dorrill explained that the current agreement with Valley Bank was
3 through the end of the fiscal year and that was how the account was set up, but their
4 options should be “shopped around” a bit once the current fiscal year and contract
5 concludes. Mr. Dorrill and Mr. Pires discussed evaluating the Clerk’s contract with First
6 Integrity Bank to look into the statues and criteria in order to move some of the District’s
7 operating money into a money market account in order to accumulate more interest. Mr.
8 Dorrill explained that as long as the bank has separate collateral that is shown on their
9 federally reviewed balance sheet it is a Florida Qualified Public Depository. There is
10 more liquidity in a money market account, so the District’s money won’t be tied up while
11 still being able to make more in interest than holding it in a checking account. Mr. Dorrill
12 also suggested exploring some sweep accounts. Mr. Dorrill said the preference would
13 be for the District to “tag onto” the current annual contract that is led by Collier County.
14 In advance of the November meeting, Mr. Dorrill said he can get what those rates would
15 be for both a sweep account as well as some comparable money market account. **On a**
16 **MOTION by Mr. Truckey and a second by Mr. Kish, \$2.5 million total was**
17 **approved to be transferred from the current operating account into a fluid money**
18 **market account with Valley Bank while looking at other banking options.** Mr.
19 Dorrill will report back about the other suggested banking options at the November
20 meeting.

21 Mr. Dorrill has bound insurance coverage. His office has been pursuing this since
22 August. He has already compared this against the District’s premiums from the prior
23 year. The property and liability coverage increased \$17,000, total \$42,000. On the
24 property and liability side it is almost an 100% increase. He believes some of this is in
25 recognition of the claim filed following Hurricane Ian. As part of the analysis, it was
26 determined that in pursuing the Ian claim, all of the well-field assets were not on the
27 schedule so they have denied that portion of the claim. His team has taken the steps to
28 add the well heads, pumps, motors, etc. to make sure they are on the schedule. Mr.
29 Truckey noted that in order to get anything from a FEMA grant you have to exhaust your
30 insurance. On \$4 million worth of stuff they are looking at \$3500 from insurance.

31 The current auditing agreement expired at the end of September. Mr. Dorrill has already
32 run a request for proposals for auditing firms with a deadline at the end of October. The
33 process for that is very similar to have the Board evaluated engineering firms. The
34 Board will have to sit and evaluate the proposals received. There are two firms on the
35 east coast that specialize in special district audits in addition to a local Naples firm, but

1 their fees are much higher. The proposals for auditing services for next year's audit will
2 be presented at the November meeting.

3 With addition of the insurance matter and the RFP for audit proposals, **the financials**
4 **through the month of August were accepted on a MOTION by Chairman McNamee**
5 **with a second by Mr. Kish.**

6 UTILITY OPERATIONS

7 A. Update on WTP Permit Renewal and Equipment Upgrades

8 Mr. Gilbert reported that all of the water quality requirements were met for the water and
9 wastewater treatment plants. At the wastewater treatment plant, they treated 2.14
10 million gallons. At the water plant they made 2.76 million gallons. They distributed 7.36
11 million gallons of reuse. They used 900 gallons of chlorine. They had a failure on Cays
12 Drive for their lift station inspections for the sim card. This has been corrected. No odor
13 complaints.

14 They had an inspection with FDEP as part of their permit renewal. Part of that
15 inspection is some of the equipment that was abandoned when the NBR was installed.
16 FDEP asked since they won't be using the NBR to bring that equipment back to life.
17 Estimates to do that was supplied by Mr. Gilbert.

18 Mr. McNamee asked about excessive water bills that were reported. Mr. Gilbert
19 confirmed that the amount of water billed did go through the meter. Mr. Dorrill reported
20 that they checked it twice to verify that the amount billed was accurate. He said the
21 resident on Cays Drive (at the address mentioned on the agenda) is a new resident who
22 indicated that he did in fact run that amount of water through for irrigation purposes. He
23 has paid his bill in full.

24 Mr. Dorrill asked Mr. Gilbert to expand upon the NBR as it has some capital contribution
25 implications. The NBR is at least \$235,000. Around 2008 there was an upgrade on the
26 wastewater plant and an extensive upgrade on the water plant. When they upgraded
27 the wastewater plant, they decided to go to an NBR system which is a very advanced
28 system to treat wastewater. The one on site was incredibly advanced and only worked
29 for several years with lots of issues. When Mr. Gilbert was hired it was not working and
30 in conjunction with the Board then and the engineer, they decided to get the plant
31 running how it was originally designed without trying to get that NBR system back
32 online. They did this to the best of their ability and put the NBR on hold. It was
33 eventually voted to do away with the NBR and not try to bring it back to life at all. This

1 resulted in one end of the wastewater treatment plant being run as designed. The plant
2 is two drains, two plants so if there is an overload on one there is the ability to run on
3 the second. When they put the NBR in they abandoned quite a bit of equipment with the
4 second plant and some equipment that works for both of those chains. That is the
5 equipment that the DEP is asking them to bring back online. The necessary equipment
6 needed as part of the permit renewal process has been itemized. There is a follow up
7 teleconference scheduled with the DEP for November. There is a redundant system that
8 is not being currently used and that is the system the DEP wants to be operational.

9 The first item needed is an ANOX pump. This is a pump that recycles flow without air. It
10 is part of the treatment process. The cost to replace the motor and repair the pump is
11 \$8,900. The second item is recycled pump and piping. This is a whole section of pumps
12 and piping outside the plant that doubles the capacity of the plant. There needs to be a
13 replacement, a repair, and a new control panel, piping, and valves. The cost of this is
14 \$63,570. Mr. Truckey said some of this, about \$30,000, may be able to be covered by a
15 grant. Mr. Gilbert said all of these prices are based off of their contract price. He said it
16 is their labor with the contract price and the markup that they have in their contract.
17 There are two floating aerators that float in the tanks. They are about \$30,000 each new
18 and can be purchased for around \$8,000 refurbished. To install those and bring them
19 back online is \$31,721. The air header and diffusers in the plant are in poor shape. In
20 order to replace and repair those they have to pump the tanks down one at a time, get
21 in there physically clean them out, make the repairs, and replace the bad piping. This
22 would cost \$79,685. There is one more that is not a must but has been discussed over
23 the years. With the conventional clarifiers you need secondary filtration, the plant uses
24 an updraft sand filter for this. There is only one so if something were to go wrong there
25 is no backup. Mr. Gilbert would like to put in a disc filter for \$225,000. Mr. Truckey noted
26 that the disc filter is in the LMS grant request so the District could possibly get
27 reimbursed for that. The FDEP is requiring all these things apart from the disc filter. It is
28 something that would be really great for the plant. The proposed disc filter is sized at
29 two times the size of the plant so it has redundant capabilities and the sand filter would
30 be the backup. The disc filter as the secondary filtration is just to filter out any small
31 particles remaining so they can meet secondary drinking water standards for the
32 irrigation.

33 The sum total of all of the required equipment upgrades (not including the disc filter) is
34 \$183,880 as outlined in the detailed proposal dated October 6, 2023. Mr. Dorrill said
35 that the pricing is reasonable and motioned for Board approval to place the order in
36 order to share that progress in the teleconference with the FDEP in November. Mr.

1 Dorrill said he would wait on the \$225,000 for the disc filter in order to hear more on the
2 grant. There has to be a permit modification to include the disc filter, so Mr. Gilbert
3 suggested doing it now to save on engineering costs on the back end. They would
4 approve it in the permit and then give the utility team about a year to install it because it
5 has a longer lead time than the other items. Most of the other items could be obtained in
6 months, the disc filter would take about 24-36 weeks. The disc filter is easy to maintain,
7 self-cleans, and if it does need to be manually cleaned you just pressure wash it. The
8 sand filter has to have a truck brought in to clean it out and then is re-bedded with
9 palettes of sand. It costs \$4,000-\$8,000 to do that sand filter cleaning process.

10 Lead samples were previously requested by the Board from the drinking water wells
11 because of their proximity to the gun range. They pulled those samples, no lead. There
12 is a monitoring well close to the gun range back by the curve right by the pond. That
13 monitoring well has had high lead levels multiple times. They have put in a call
14 regarding it to FDEP to get their guidance on it. There are no red flags as of yet but as
15 soon as Mr. Gilbert knows anything he will report back to the Board. There have been
16 no drastic changes in groundwater levels.

17 A board member asked about taking additional water samples from other areas in the
18 District. Mr. Gilbert said that water samples can be taken to the lab to test for whatever
19 desired, but parameters need to be given as to what is being looked for (an example
20 would be testing a water sample for E. coli). The Board wants to have water from the
21 Marina tested on a more regular basis. It was suggested to include testing the Marina
22 water with the quarterly samples done in the test wells.

23 There two elements of the proposal are equipment either repair or replacing that which
24 is existing for \$183,880 and cost to construct new concrete pad and install disk filter is
25 \$225,210. Attorney Pires noted that the first one is maintenance and is under the
26 \$195,000 threshold and the second is construction under the \$500,000 adjusted
27 threshold. Both are under the threshold for competitor *inaudible*. Mr. Gilbert said that if
28 the filter went out for bid he was going to ask the Board to submit another quote
29 because it is at least \$100,000 cheaper than what it would cost if they went out for bid
30 since he has to abide to the rates in the existing contract with the District. **On a**
31 **MOTION by Mr. Truckey and a second by Mr. Kish the equipment updates were**
32 **accepted. On a MOTION by Mr. Truckey and a second by Mr. Kish the quarterly**
33 **test wells were expanded to also include water samples from the marina**
34 **contingent on Mr. Gilbert's lab agreeing to perform the testing.** Mr. Truckey will
35 provide a list of what to test for out of the marina.

1 **ATTORNEY’S REPORT**

2 **A. Sunset Cay Easement Use Agreement**

3 This was addressed in the public comments section.

4 **B. Status of Stella Maris Ownership Maintenance**

5 Attorney Pires has been attempting to contact Mr. DeBoest’s office to set up a
6 conference call for Thursday the 26th or Friday the 27th. Mr. DeBoest is the attorney for
7 Stella Maris.

8 **C. Update on Receipt of Records from Premier District Management and Cal**
9 **Teague**

10 On Tuesday October 17th Mr. Pires’ office sent a final demand letter with a draft of the
11 lawsuit to Mr. Morgan’s office. They were given until October 25th at 5pm to deliver the
12 records.

13 **ENGINEER’S REPORT**

14 **OLD BUSINESS**

15 No old business was received at this time.

16 **NEW BUSINESS**

17 No new business was received at this time.

18 **SUPERVISORS’ REQUESTS**

19 Mr. Truckey reported on the field work they have been doing the last two weeks testing
20 the water pipe that goes out to well heads, and water pipe leaks. They have been
21 working on a grant request to help with this as it will be a very expensive item to
22 replace. FEMA was out for two days doing inspections to OK all the work that was done
23 after the hurricane. They seem happy with everything that they have done so far and
24 that will be the first money they have coming back under the FEMA hurricane relief.
25 They are looking at around \$38,000 coming back. The rest of the FEMA mitigation will
26 hopefully get clearer as they move forward. Collier County is working on rezoning
27 parking at the Marina.

28 Chairman McNamee asked about sidewalk pressure washing. Mr. Carter reported back
29 that late November or early December was what he was told with hopes of moving it up
30 but with no promises. Mr. Dorrill said he is willing to let him work on Saturday if that

1 changes their availability since many communities do not allow that. There is a proposal
2 for this work but no signed contract yet.

3 Chairman McNamee thanked Mr. Carter for his efforts in working with Mr. Truckey on
4 the grants. He commented he is going above and beyond on this work. Joyce has been
5 working on getting the audio video system set up in the room and Chairman McNamee
6 thanked her for her work for the community.

7 **PUBLIC COMMENT**

8 No public comment was received at this time.

9 **ADJOURNMENT**

10 The next meeting will be November 17, 2023, at 9:30 a.m. The December meeting will
11 be held on December 15, 2023 at 9:30 a.m. **On a MOTION by Mr. Truckey and a**
12 **second by Mr. Kish, with all in favor, the meeting was adjourned at 1:11 p.m.**

PORT OF THE ISLANDS
Community Improvement District

October 31, 2023

Hole Montes/Bowman
Attn: David W. Schmitt, P.E.
950 Encore Way
Naples, FL 34110

RE: Termination

Dear Mr. Schmitt:

In accordance with Article 30 of your agreement dated April 15, 2022, this shall serve as the required 30-day notice of intent of termination. Moving forward over the remaining time you are authorized to participate in matters related to the WWTP permit renewal. Additionally, I would ask for you to begin the transition of public records in your possession in accordance with Article 9 of your agreement. In the event you wish to retain copies of the work product those would be at your expense.

Thank you for your efforts on behalf of the District and should you have any questions, please advise.

Sincerely,

W. Neil Dorrill, District Manager
Port of the Islands Community Improvement District

Cc: Board of Supervisors
Anthony Pires, Attorney

Nov 1, 2022

Hole Montes / Bowman
Attn: David W. Schmitt, P.E.
950 Encore Way
Naples FL 34110

Re: Termination

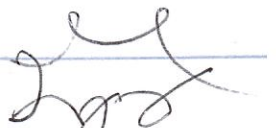
Dear Mr. Schmitt

In accordance with Article 30 of your agreement dated April 15, 2022 this ^{in lieu of} shall serve as the required 30 day notice of termination. ~~By copy~~
~~Review~~ ^{Moving} forward over the remaining time you are ~~requested~~ ^{authorized} to participate in matters related to the WWTP permit renewal. Additionally I would ask for you to ~~provide~~ begin the transition of public records in your possession in accordance with Article 9 of your agreement. In the event you wish to retain copies of work product those would be at your expense.

Thank you for your efforts on behalf of the District and should you have any questions please advise

Sincerely

cc: Board of Supervisors



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253
5191

Kevin

**AMENDED AND RESTATED AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (this “**Agreement**”) is made and entered into effective this 15 day of April, 2022, by and between **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **HOLE MONTES, INC.**, a Florida corporation (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by ordinance of the Board of County Commissioners of Collier County, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District and the Engineer are the parties to that certain Agreement For Professional Engineering Services dated as of February 28, 1991; and

WHEREAS, the District and desire that under this Agreement, which Agreement amends and restates in its entirety the February 28, 1991 Agreement, the Engineer shall continue to serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement. This Agreement amends and restates in its entirety the February 28, 1991 Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services, including :
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 - 3. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 - 4. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by the District.
 - 2. Processing of contractor's pay estimates.
 - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION.

- A. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization that shall include the scope of services, compensation, project schedule, and special provisions or

conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

- B. Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District’s facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District’s reasonable expectation and to provide Engineer’s best efforts to ensure that timely progression of the work being performed by the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. **Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. **Hourly Personnel Rate** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization. This Agreement provides for renegotiation of hourly rates outlined in **Exhibit A** on or about October 1 each year plus reimbursable expenses as defined in **Article 5**.

ARTICLE 5. REIMBURSABLE EXPENSES. Upon prior approval, reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of the later of: A. five (5) years from and after completion of any services hereunder; B. termination of this Agreement; C. or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the **Work Product**) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as

the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available and copies provided to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. REUSE OF DOCUMENTS. All documents including drawings and specifications finished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), Florida Statutes.

ARTICLE 12. ESTIMATE OF COST. Since Engineer has not control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the bases of his experience and qualifications and represent Engineer's best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 13. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and not less than Two Million and No/100 Dollars

(\$2,000,000.00) in the aggregate covering all work performed under this Agreement.

3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than Two Million and No/100 Dollars (\$2,000,000.00).
- B. All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any changes or termination within the policy periods of insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost of the required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine and be provided copies of any books, documents,

papers, and records of the Engineer involving transactions related to the Agreement for a period of the later of the following: A, five (5) years or B. longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 18. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to identify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "Indemnitees"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06, Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million and No Cents (\$2,000,000.00) per project and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, and nothing in the Agreement shall insure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification,

defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum extent allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 19. E-VERIFY/EMPLOYMENT VERIFICATIONS. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Engineer shall comply with all applicable requirements of Section 448.095, Florida Statutes. Engineer shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Engineer enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Engineer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Engineer has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Engineer shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Engineer knowingly violated Section 448.095, Florida Statutes, but Engineer otherwise complied with its obligations hereunder, District shall promptly notify the Engineer and upon said notification, Engineer shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Engineer knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Engineer.

ARTICLE 20. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of this Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any

authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have not authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 21. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Collier County, Florida.

ARTICLE 22. NOTICE. Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight carrier, or regular U.S. mail or email to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, such notice shall be effective from the date the same is deposited in the mail with proper postage prepaid. The addresses for notice purposes are as follows:

- A. If to Engineer:** Hole Montes, Inc.
Attn: David W. Schmitt, P.E.
950 Encore Way
Naples FL 34110
Email: DavidSchmitt@hmeng.com
- B. If to District:** Port of the Islands
Community Improvement District
Attn: Calvin Teague
Premier District Management
3820 Colonial Boulevard, Suite 101
Fort Myers FL 33966
Email: cteague@cddmanagement.com
- With a copy to:** Woodward, Pires & Lombardo, P.A.
Attn: Anthony P. Pires, Jr., B.C.S.
3200 North Tamiami Trail, Suite 200
Naples FL 34103
Email: apires@wpl-legal.com

Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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 for herein.

ARTICLE 23. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kinds provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Engineer acknowledges that the designated public records custodian for the District is Calvin Teague ("Public Records Custodian"). Among other requirements and to the extent applicable by law,

the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Engineer to comply with Section 119.0701, Florida Statutes may subject Engineer to penalties under Section 119.10, Florida Statutes. Further, in the event Engineer fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Contract pursuant to Section 119.0701(2), Florida Statutes:

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CALVIN TEAGUE C/O PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT, TELEPHONE: (239) 690-7100, EMAIL: CTEAGUE@CDDMANAGEMENT.COM, AND MAILING ADDRESS: 3820 COLONIAL BOULEVARD, SUITE 101, FORT MYERS, FLORIDA 33966

ARTICLE 24. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or a part of this Agreement not held to be invalid or unenforceable.

ARTICLE 26. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. The consent of the District may be withheld in the sole and absolute discretion of the District. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. INDIVIDUAL LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 32. ENFORCEMENT OF AGREEMENT/JURISDICTION AND VENUE. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels. Jurisdiction and venue for any litigation arising out of this Agreement shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

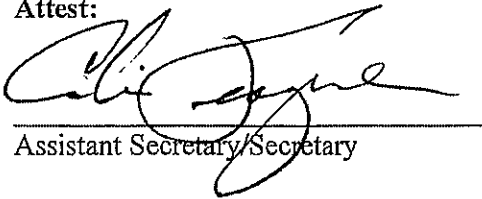
ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment

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

(Remainder of Page Intentionally Left Blank. Signatures appear on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Amended And Restated Agreement For Professional Engineering Services to be executed on the day and year first above written.

Attest:

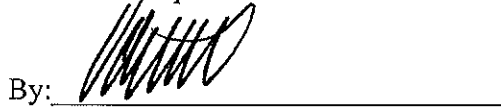

Assistant Secretary/Secretary

PORT OF THE ISLANDS
COMMUNITY IMPROVEMENT DISTRICT

By: 
Teri O'Connell, Chair

Date: 4/15/2022

HOLE MONTES, INC.,
A Florida Corporation

By: 

Name: DAVID W. SCHMITT

Title: VICE PRESIDENT

Date: 4/15/2022

EXHIBIT A: Schedule of Rates

EXHIBIT A

Schedule of Rates

Title	Hourly Rate
Principal	\$238
Senior Project Manage	\$201
Project Manager	\$165
Senior Engineer	\$175
Engineer	\$136
Senior Inspector	\$117
Inspector	\$96
Senior Planner	\$164
Planner	\$130
Senior Designer	\$128
Designer	\$109
Environmental Specialist	\$120
Senior Environmental Specialist	\$156
Scientist/Geologist	\$115
Senior Scientist/Geologist	\$156
Marine Biologist/Hydrogeologist	\$133
Senior Marine Biologist/Hydrogeologist	\$169
Senior GIS Specialist	\$149
GIS Specialist	\$114
Clerical/Administrative	\$73
Senior Technician	\$102
Technician	\$83
Surveyor & Mapper	\$142
CADD Technician	\$95
Survey Crew – 2 man	\$152
Survey Crew – 3 man	\$185
Survey Crew – 4 man	\$218
Senior Architect	\$177
Architect	\$148

Neil Dorrill

From: Patrick Linn <PLinn@cmcd.org>
Sent: Monday, November 6, 2023 7:12 AM
To: Neil Dorrill
Subject: Re: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Thanks for your note Neil.

Let me talk to the team and counsel this week and I'll get back to you asap.

Best,

Patrick

Sent from my iPhone

On Nov 6, 2023, at 6:19 AM, Neil Dorrill <neil@dmgfl.com> wrote:

Patrick: Good morning. Keira's presentation was well received at the last board meeting and the District is interested in moving forward. They did ask for budgeting estimates what an aerial or ground based application would cost. The entire community as you know consists of approximately 300 acres. Thank you .
Neil Dorrill, District Manager

Sent from my iPad

On Oct 20, 2023, at 4:49 PM, Neil Dorrill <Neil@dmgfl.com> wrote:

She did a great job. Talk soon.

Neil Dorrill, President
Dorrill Management Group
5672 Strand Court, Suite #1
Naples, FL 34110
239-592-9115
neil@dmgfl.com

From: Patrick Linn <PLinn@cmcd.org>
Sent: Friday, October 20, 2023 8:50 AM
To: Neil Dorrill <Neil@dmgfl.com>

Subject: FW: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Good morning Neil:

Very busy day here at mosquito control. Dr. Keira Lucas, the District's Deputy Executive Director, will be attending the meeting this morning. She has an excellent presentation and is well-prepared to discuss options and expected outcomes.

Have a pleasant day,

Patrick Linn, MS, MSHAPI
Executive Director

<image001.png>

Collier Mosquito Control District
600 North Road, Naples, FL 34104
239.434.4646 | Direct
239.436.1000 | Main
239.436.1005 | Fax
www.cmcd.org

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Patrick Linn
Sent: Thursday, October 19, 2023 3:37 PM
To: Neil Dorrill <neil@dmgfl.com>
Cc: Keira Lucas <klucas@cmcd.org>
Subject: Re: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Got it Neil.

See you then,

Patrick
Sent from my iPhone

On Oct 19, 2023, at 3:23 PM, Neil Dorrill <neil@dmgfl.com> wrote:

Patrick: Yes please. You are confirmed to appear at the beginning of the meeting. The meeting is 9:30 at the Orchid Cove clubhouse as before and is located at 25005 Peacock Ln.

Neil Dorrill, President
Dorrill Management Group

5672 Strand Court, Suite #1
Naples, FL 34110
239-592-9115
ncil@dmgfl.com

From: Patrick Linn <PLinn@cmcd.org>
Sent: Thursday, October 19, 2023 11:58 AM
To: Neil Dorrill <Neil@dmgfl.com>
Cc: Keira Lucas <klucas@cmcd.org>
Subject: RE: Contract mosquito aerial spraying, Port of the Islands
Community Improvement District

Good morning Neil:

Just checking in to see if you would still like to have CMCD present tomorrow at your HOA meeting to present and answer questions.

If so, please send along the time and location, and we'll be there.

Also, attached per your request is this year's interlocal agreement between CMCD and the AMSCD.

Thanks,

Patrick Linn, MS, MSHAPI
Executive Director

<image001.png>

Collier Mosquito Control District
600 North Road, Naples, FL 34104
239.434.4646 | Direct
239.436.1000 | Main
239.436.1005 | Fax
www.cmcd.org

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Neil Dorrill <Neil@dmgfl.com>
Sent: Thursday, September 28, 2023 4:32 PM
To: Patrick Linn <PLinn@cmcd.org>
Subject: FW: Contract mosquito aerial spraying, Port of the Islands
Community Improvement District

Patrick: Thanks again for the introduction and update to potentially expand the District boundary to include Port of the Islands during next years Legislative session. Our board is very interested in receiving an

update and to explore an interlocal agreement in advance of potential inclusion. Our next meeting is October 20th and I would like invite you to make a brief presentation and discuss a potential interim agreement. I would place you at the beginning of the agenda as a convenience. If you could provide a copy of your current agreement with Ave Maria that might be helpful. Let me know if you have any questions and your ability to attend on that date.

Neil Dorrill, President
Dorrill Management Group
5672 Strand Court, Suite #1
Naples, FL 34110
239-592-9115
neil@dmgfl.com

From: Neil Dorrill
Sent: Tuesday, September 12, 2023 10:21 AM
To: 'plinn@cmcd.org' <plinn@cmcd.org>
Cc: Kevin Carter <Kevin@dmgfl.com>
Subject: Contract mosquito aerial spraying, Port of the Islands
Community Improvement District

Patrick: Good morning. I spoke last week with your Operations staff and left a message with your assistant yesterday concerning the above reference. I'm the former Collier County Manager and now have a management company involved in CDD's and Taxing Districts. We have a new client in Port of the Islands who for many years has conducted ground spraying with mixed success. I'd like to explore the possibility of aerial contract spraying with your District that could coincide with spraying in the Marco/Goodland area to take advantage of their proximity to Marco (8 miles NE). You can contact me at o 592-9115 or c 287-3070. I'll look forward to introducing myself

Neil Dorrill, President
Dorrill Management Group
5672 Strand Court, Suite #1
Naples, FL 34110
239-592-9115
neil@dmgfl.com

Neil Dorrill

From: Nancy Ortega <nortega@ff-inc.com>
Sent: Wednesday, November 1, 2023 10:13 AM
To: Neil Dorrill
Subject: RE: County Contract

Hi Neil

I hope all is well, just hung up the phone with Leigh and remembered I originally sent you the email below, – whatever came of this?

By the way, we do in house lockbox processing. We have state of the art lockbox technology, and do this here in Naples at our Kraft building where Garrett and I are located.

Lockbox is done on the 2nd floor – all customers have a Naples PO Box, it's a well-oiled machine. We process as you know all of the County's lockbox, Immokalee Water's utility payments, Ave Maria's utility payment along with multiple country clubs and property management companies.

Let me know if you have any questions.

Hope you have a great day

Nancy

Nancy Ortega

SVP, Regional Director of Specialty Deposits, First Foundation Bank



3560 Kraft Rd, Naples, FL 34105

Office: (239) 325-3748

nortega@ff-inc.com

Connect with us on [LinkedIn](#)

From: Nancy Ortega <nortega@ff-inc.com>
Sent: Thursday, July 20, 2023 12:39 PM
To: Neil Dorrill <Neil@dmgfl.com>
Subject: County Contract

Hi Neil

I've attached the Amendment to Master Banking Services Agreement and Executive Summary between the bank and the county along with a copy of our QPD with the State of Florida.

On November 1, 2014, Collier County Clerk of Courts, and Collier County Board of County Commissioners (County) entered into a Master Banking Services Agreement with First Florida Integrity Bank as their choice bank for banking services.

First Florida Integrity Bank was acquired by First Foundation Bank (FFB) in December 2021, this did not prevent the County to renew their original agreement on November 1, 2021, for an additional five (5) years, with an option for further renewals.

First Foundation Bank is committed to offer Port of the Islands Community the same rate structure that is provided to the County, 95% of the daily Effective Federal Funds rate as posted in the Wall Street Journal with a floor of 0.25%. We pride ourselves with seamless transitions when changing a customers current bank relationship to FFB. As Regional Director of Specialty Deposits, I continue to be the account manager for all FFB's public fund relationships in the state of Florida.

I have 4 additional team members on my team, and we're located on the first floor of our Kraft Road building here in Naples. I report directly to Garrett Richter, Florida Market President. By the way, Garrett sends his best to you and Sherry.

Please let me know if you need any additional information from me, I would be happy to answer any questions your clients may have regarding the bank and or services that we provide.

We truly appreciate your business.

Nancy

Nancy Ortega

SVP, Regional Director of Specialty Deposits, First Foundation Bank



3560 Kraft Rd, Naples, FL 34105

Office: (239) 325-3748

nortega@ff-inc.com

Connect with us on [LinkedIn](#)



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury
Bureau of Collateral Management

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT**

This is to certify that

**FIRST FOUNDATION BANK
18101 VON KARMAN AVENUE, SUITE 750
IRVINE, CALIFORNIA 92612**

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(23), Florida Statutes.

Given under my hand this 17TH day of DECEMBER, 2021.

A handwritten signature in black ink, appearing to be "J. L. ...", is written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

**AMENDMENT TO MASTER BANKING SERVICES AGREEMENT
CONTRACT NUMBER 2014-001
EFFECTIVE DATE: NOVEMBER 1, 2021**

This Amendment to the Master Banking Services Agreement (the "Agreement"), is entered into by and among the Clerk of the Circuit Court and Comptroller of Collier County, Florida ("Clerk"), the Collier County Board of County Commissioners ("Board"), and First Florida Integrity Bank ("FFIB")(collectively, the "Parties") on this 28th day of September 2021.

RECITALS

WHEREAS, the Clerk, Board, and FFIB did, on November 1, 2014, enter into an Agreement, where FFIB (a Qualified Public Depository as required by Florida Statute Chapter 280) assumed the responsibilities for the provision of certain banking and treasury management services to the Clerk and Board; and

WHEREAS, the Clerk and the Board desire to amend the Agreement on the contract terms set forth herein:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth all Parties intending to be legally bound, agree as follows:

1. **Modifications to the Agreement. The original Agreement dated November 1, 2014, is hereby modified as follows:**
 - **The Clerk, Board, and FFIB agree that the Agreement is renewed, beginning November 1, 2021, for an additional five (5) years, with an option for further renewals upon mutual agreement of all "Parties" for an additional three (3), one (1) year periods.**
2. **In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.**



ACKNOWLEDGED AND AGREED TO BY:

By: Crystal K. Kinzel
Crystal K. Kinzel
Clerk of the Circuit Court and
Comptroller of Collier County

By: Penny Taylor
Penny Taylor
Chairman, Board of County Commissioners

By: Garrett Richter
Garrett Richter
President and CEO
First Florida Integrity Bank

Approved as to form and legality:
By: Scott R. Teach
Scott R. Teach
Deputy County Attorney

Attest:
Crystal K. Kinzel, Clerk of Courts and
Comptroller

By: [Signature]
Attest as to Chairman's
signature only.

5/11

EXECUTIVE SUMMARY

Recommendation that the Board of County Commissioners approve Amendment No. 1 to Contract No. 14-001 with First Florida Integrity Bank to extend the contract term for depository banking services and authorize the Chair to sign the attached agreement.

OBJECTIVE: To extend Contract No. 14-001, for depository banking services, with First Florida Integrity Bank for an additional five (5) years, beginning November 1, 2021, with an option for further renewals upon mutual agreement of all parties for an additional three (3) one-year renewal periods.

CONSIDERATIONS: On November 1, 2014, Contract No. 14-001 was awarded to provide depository banking services for the Board, Clerk and Supervisor of Elections' agencies. The initial term of the agreement expired on October 31, 2019, with options to renew, upon mutual agreement, for an additional three (3) one-year periods. The agreement is currently in its second of three one-year renewal periods with one more available extension through October 31, 2022, available. Per the Board's Procurement Ordinance, any extension(s) that exceed six months (cumulatively) shall be approved by the Board of County Commissioners.

In polling County Departments, as well as the Offices of the Clerk of Courts and Supervisor of Elections, staff expressed a high degree of satisfaction with the services provided by First Florida Integrity Bank. The banking services contract covers services as varied as utilities and EMS lockbox payment processing, remote deposit capture, ACH payment processing and investment safekeeping. Over the last twelve (12) months, rounded transaction volumes under this contract have been as follows:

Lockbox payments processed – 267,500

Automated Clearing House (ACH) transactions – 216,500

Individual items deposited – 211,000

Cleared checks, wire transfers and debits – 12,000

First Florida Integrity Bank also offers a competitive overnight investment option that carries a .25% floor. The total interest collected over the past year more than offset all depository banking fees paid.

FISCAL IMPACT: The current banking services fee is fixed at \$7,500.00 per month, so an extension of five (5) years carries an aggregate fiscal impact, at current rates, of \$450,000.00. The monthly fee has not been increased since the inception of the agreement in 2014.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan related to this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATION: That the Board of County Commissioners approve Amendment No. 1 to Contract No. 14-001 with First Florida Integrity Bank to extend the contract term for

depository banking services for an additional five (5) years, beginning November 1, 2021, with an option for an additional three (3) one-year renewal periods and authorize the Chair to sign the attached agreement.

Prepared by: Derek M. Johnssen, Finance Director, Office of the Clerk of Courts and Comptroller

ATTACHMENT(S)

1. Master Banking Services Agreement 2014-001 (PDF)
2. Amendment No. 1 to Master Banking Services Agreement (PDF)

Neil Dorrill

From: Robert Ori <rori@raftelis.com>
Sent: Monday, October 30, 2023 2:41 PM
To: Neil Dorrill
Subject: RE: POICID, Utility Rate Analysis

Got it. Office Address is 341 N. Maitland Ave, Suite 300, Maitland FL 32551

Robert J. Ori Executive Vice President
 O 407 628 2600 / M 321 436 4121 / E rori@raftelis.com
raftelis.com

Raftelis is a Registered Municipal Advisor within the meaning as defined in Section 15B (e) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (Municipal Advisor Rule). However, except in circumstances where Raftelis expressly agrees otherwise in writing, Raftelis is not acting as a Municipal Advisor, and the opinions or views contained herein are not intended to be, and do not constitute "advice" within the meaning of the Municipal Advisor Rule. This message may contain information that is confidential or privileged. If you are not the intended recipient, please advise the sender and immediately delete this message.

From: Neil Dorrill <Neil@dmgfl.com>
Sent: Wednesday, October 25, 2023 2:30 PM
To: Robert Ori <rori@raftelis.com>
Subject: POICID, Utility Rate Analysis

CAUTION: EXTERNAL EMAIL!

Rob: Good afternoon. I was referred to you by Joe Belone with Collier County Utilities. I am the former Collier County Manager and now have a management business, based in Naples with CDD clients as our core focus. We have a new client, The Port of the Islands Community Improvement District who own and operate a water, wastewater and irrigation utility with 1,000 customers. Our work plan this fiscal year includes an analysis of our existing rate structure that includes an ERC subsidy utilizing non ad valorem assessments. In addition I'd like to restart a potential consideration of this facility by Collier County which was most recently discussed 3 years ago. They are currently debt free and active development of new parcels is underway. At your convenience could you send me introductory information of the firm and a proposed scope of services and fee range. Additional background information on the District is available at <https://poicid.com/cid-documents-and-links/>. If you have any additional questions please contact me.

Neil Dorrill, President
 Dorrill Management Group
 5672 Strand Court, Suite #1
 Naples, FL 34110
 239-592-9115
neil@dmgfl.com

Disclaimer

Port of the Islands CID

FINANCIAL STATEMENTS

September 30, 2023
(Unaudited)

Prepared by:

Dorrill Management Group Inc

5672 Strand Ct Suite 1

Naples, FL 34110-3343

Phone: 239-592-9115

**Port of the Islands CID
Balance Sheet
As of September 30, 2023**

Assets

	Operating	Water and Sewer	Total
Current Assets			
Checking Account - Operating	\$ 2,922,320.82	\$ 0.00	\$ 2,922,320.82
Checking - Water/ Sewer	0.00	625,879.52	625,879.52
Undeposited Cash (WS)	0.00	140,451.67	140,451.67
Accounts Receivable	0.00	114,797.08	114,797.08
Due To/From 001/202	0.00	103,184.87	103,184.87
Due To/From 001/202	(103,184.87)	0.00	(103,184.87)
Investments - Money Market Account	696,435.94	0.00	696,435.94
Prepaid Items	0.00	829.66	829.66
Total Current Assets	3,515,571.89	985,142.80	4,500,714.69
Property and Equipment			
Land	0.00	599,674.85	599,674.85
Infrastructure	0.00	15,531,541.33	15,531,541.33
Equipment and Furniture	0.00	287,662.07	287,662.07
Less Accumulated Depreciation	0.00	(7,972,667.38)	(7,972,667.38)
Net Property and Equipment	0.00	8,446,210.87	8,446,210.87
Total Assets	\$ 3,515,571.89	\$ 9,431,353.67	\$ 12,946,925.56

Liabilities and Fund Balance

	Operating	Water and Sewer	Total
Current Liabilities			
Accounts Payable	\$ 63,915.01	\$ 0.00	\$ 63,915.01
Other Current Liabilities	0.00	12,493.76	12,493.76
Utility Customer Deposits	0.00	20,552.50	20,552.50
Total Current Liabilities	63,915.01	33,046.26	96,961.27
Long-Term Liabilities			
Total Long-Term Liabilities	0.00	0.00	0.00
Total Liabilities	63,915.01	33,046.26	96,961.27
Fund Balances			
Unreserved Fund Balance	4,304,469.24	9,007,551.59	13,312,020.83
Retained Earnings	(864,436.34)	402,379.80	(462,056.54)
Total Fund Balance	3,440,032.90	9,409,931.39	12,849,964.29
Total Liabilities and Fund Balance	\$ 3,503,947.91	\$ 9,442,977.65	\$ 12,946,925.56

OUT OF BALANCE

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

September 30, 2023

General Fund

	Current Period	Current Period	YTD	YTD	Variance	Annual Budget
	Actual	Budget	Actual	Budget		
Revenue						
FEMA Reimbursement	\$ 0	\$ 0	\$ 1,164	\$ 0	\$ 1,164	0
Interest Income	14,860	167	165,684	2,000	163,684	2,000
Special Assmnts- Tax Collector	0	29,524	354,396	354,288	108	354,288
Interest - Tax Collector	0	2	328	19	309	19
Special Assmnts-Discounts	0	(1,181)	(10,750)	(14,172)	3,422	(14,172)
Other Miscellaneous Revenues	0	917	10,105	11,000	(895)	11,000
Total Revenue	14,860	29,429	520,927	353,135	167,792	353,135
Expenses						
Administrative						
P/R-Board Of Supervisors	500	500	5,900	6,000	(100)	6,000
Employment Taxes	38	38	450	450	0	450
P/R - Processing Fees	18	50	600	600	0	600
Profserv-Engineering	1,831	2,000	29,323	24,000	5,323	24,000
Profserv-Legal Services	4,365	2,000	47,447	24,000	23,447	24,000
Profserv-Mgmt Consulting Serv	3,750	4,070	46,399	48,840	(2,441)	48,840
Profserv-Property Appraiser	0	58	0	700	(700)	700
Auditing Services	0	292	3,500	3,500	0	3,500
Rentals & Leases	75	0	714	0	714	0
Postage And Freight	39	29	796	350	446	350
Insurance - General Liability	830	924	9,939	11,082	(1,143)	11,082
Insurance - Worker's Compensation	0	0	850	0	850	0
Printing & Binding	0	17	1,278	200	1,078	200
Legal Advertising	0	81	3,590	975	2,615	975
Special Services	5,900	385	11,950	4,617	7,333	4,617
Misc-Assessmnt Collection Cost	0	0	1,013	0	1,013	0
Misc-Assessment Collection Cost	0	583	7,680	7,000	680	7,000
Misc-District Website	200	100	2,139	1,200	939	1,200
Annual District Filing Fee	0	15	175	175	0	175
Total Administrative	17,546	11,142	173,743	133,689	40,054	133,689

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

September 30, 2023

General Fund

	Current Period	Current Period	YTD	YTD	Variance	Annual Budget
	Actual	Budget	Actual	Budget		
<u>Operations & Maintenance</u>						
Contracts-Field Services	0	2,019	9,271	24,229	(14,958)	24,229
Electricity-Streetlighting	2,152	2,000	26,654	24,000	2,654	24,000
R&M-Renewal & Replacement	0	417	0	5,000	(5,000)	5,000
R&M-Grounds	0	2,083	5,657	25,000	(19,343)	25,000
Misc-Hurricane	0	0	2,342	0	2,342	0
R&M-Storm Water Drainage	0	400	825	4,801	(3,976)	4,801
Total Operations & Maintenance	2,152	6,919	44,749	83,030	-38,281	83,030
<u>Landscape & Irrigation</u>						
Contracts-Landscape	7,560	7,340	90,175	88,080	2,095	88,080
Utility-Irrigation	0	1,333	6,475	16,000	(9,525)	16,000
R&M-Irrigation	776	1,083	4,538	13,000	(8,462)	13,000
Total Landscape & Irrigation	8,336	9,756	101,188	117,080	-15,892	117,080
<u>Lakes & Ponds</u>						
Contracts-Lakes	370	133	1,295	1,600	(305)	1,600
Total Lakes & Ponds	370	133	1,295	1,600	-305	1,600
<u>Roads & Sidewalks</u>						
R&M-Signage	0	25	0	300	(300)	300
R&M-Roads & Alleyways	0	828	4,847	9,937	(5,090)	9,937
Total Roads & Sidewalks		853	4,847	10,237	-5,390	10,237

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

September 30, 2023

General Fund

Current Period	Current Period	YTD	YTD	Variance	Annual Budget
Actual	Budget	Actual	Budget		

Mosquito Control

Contracts-Mosquito Treatment	2,975	917	14,690	11,000	3,690	11,000
Contracts-Mosquito Spray	5,748	1,667	35,528	19,999	15,529	19,999
R&M-Mosquito Control	0	42	0	500	(500)	500
Total Mosquito Control	8,723	2,626	50,218	31,499	18,719	31,499

Capital Expenditures & Projects

Capital Outlay	0	36,333	0	436,000	(436,000)	436,000
Total Capital Expenditures & Projects		36,333		436,000	-436,000	436,000

Total Expenditures	37,127	67,762	376,040	813,135	(437,095)	813,135
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Other Financing Sources (Uses)

Other Sources

Use of Fund Balance	\$ 0.00	\$ (38,333)	\$ 0	\$ (460,000)	\$ (460,000)
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Other Financing Sources (Uses)

Other Sources

Other Uses

Principal Debt Retirement	0	0	1,000,000	0	1,000,000	0
Interest Expense	0	0	9,326	0	9,326	0

Total Other Financing Sources (Uses)			1,009,326		1,009,326	
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Revenue (Over) Under Expenses	\$ (22,267)	\$ 0	\$ (864,439)	\$ 0	\$ (864,439)	\$ 0
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Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

September 30, 2023

Water/Sewer

	Current Period	Current Period	YTD	YTD	Variance	Annual Budget
	Actual	Budget	Actual	Budget		
Revenue						
Interest Income	\$ 2,511	\$ 21	\$ 23,840	\$ 250	\$ 23,590	\$ 250
Water Revenue	56,919	7,083	105,569	85,000	20,569	85,000
Sewer Revenue	87,657	10,417	152,588	125,000	27,588	125,000
Irrigation Fees	65,150	12,917	147,751	155,000	(7,249)	155,000
Meter Fees	500	583	1,000	7,000	(6,000)	7,000
Special Assmnts- Tax Collector	0	86,895	1,042,604	1,042,738	(134)	1,042,738
Interest - Tax Collector	0	5	668	54	614	54
Special Assmnts-Discounts	0	(3,476)	(31,639)	(41,710)	10,071	(41,710)
Other Miscellaneous Revenues	100	500	190	6,000	(5,810)	6,000
Total Revenue	212,837	114,945	1,442,571	1,379,332	63,239	1,379,332
Expenses						
Administrative						
P/R-Board Of Supervisors	500	500	5,900	6,000	(100)	6,000
Employment Taxes	38	38	466	450	16	450
P/R - Processing Fees	18	50	599	600	(1)	600
Profserv-Engineering	1,831	2,000	56,330	24,000	32,330	24,000
Profserv-Legal Services	4,365	2,000	47,447	24,000	23,447	24,000
Profserv-Mgmt Consulting Serv	3,750	4,070	46,143	48,840	(2,697)	48,840
Profserv-Property Appraiser	0	58	0	700	(700)	700
Auditing Services	0	292	3,500	3,500	0	3,500
Rentals & Leases	0	0	111	0	111	0
Postage And Freight	0	17	130	200	(70)	200
Insurance - General Liability	0	924	10,468	11,082	(614)	11,082
Printing & Binding	0	17	918	200	718	200
Legal Advertising	0	81	3,337	975	2,362	975
Special Services	0	42	1,450	500	950	500
Utility Billing Postage & Supplies	0	167	4,783	2,000	2,783	2,000
Misc-Assessmnt Collection Cost	0	2,083	22,234	25,000	(2,766)	25,000
Office Supplies	0	8	0	100	(100)	100
Telephone - Utility Operations	324	333	3,836	4,000	(164)	4,000
Total Administrative	10,826	12,680	207,652	152,147	55,505	152,147

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

September 30, 2023

Water/Sewer

Current Period	Current Period	YTD	YTD	Variance	Annual Budget
Actual	Budget	Actual	Budget		

Water-Sewer Comb Services

Misc-Hurricane	0	0	31,966	0	31,966	0
Utility - Electricity	8,417	5,329	110,482	63,950	46,532	63,950
Contracts-Utility Operations	29,329	29,328	424,004	351,936	72,068	351,936
Contracts-Utility Billing	15,188	2,415	34,067	28,982	5,085	28,982
Contracts-Generator Maint	0	73	3,248	875	2,373	875
R&M-Lift Station	0	714	18,491	8,571	9,920	8,571
R&M-Potable Water Lines	0	1,204	2,398	14,448	(12,050)	14,448
R&M-Water Plant	1,470	3,233	81,201	38,790	42,411	38,790
R&M-Waste Water Plant	0	2,285	15,233	27,419	(12,186)	27,419
R&M-Sewer Lines	150	460	1,548	5,517	(3,969)	5,517
R&M-Instrumentation	1,916	486	6,077	5,833	244	5,833
Misc-Bad Debt	0	14	0	170	(170)	170
Misc-Licenses & Permits	0	83	1,000	1,000	0	1,000
Compliance Sampling	1,392	1,217	16,700	14,600	2,100	14,600
Chemicals-Water Operations	3,059	2,263	47,898	27,151	20,747	27,151
Chemicals-Wastewater Operations	2,147	1,322	22,517	15,859	6,658	15,859
Sludge Disposal	0	1,250	10,115	15,000	(4,885)	15,000
Reserves - Water & Sewer System	0	20,000	0	240,000	(240,000)	240,000
Total Water-Sewer Comb Services	63,068	71,676	826,945	860,101	-33,156	860,101

Debt Service

Principal Debt Retirement	0	15,973	0	191,679	(191,679)	191,679
Interest Expense	0	3,542	0	42,500	(42,500)	42,500
Total Debt Service		19,515		234,179	-234,179	234,179

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

September 30, 2023

Water/Sewer

Current Period	Current Period	YTD	YTD	Variance	Annual Budget
Actual	Budget	Actual	Budget		

Capital Expenditures & Projects

Capital Outlay	0	45,000	0	540,000	(540,000)	540,000
Capital Outlay-Utility Meter Replacement	0	242	5,595	2,905	2,690	2,905
Capital Outlay-WWTP	0	10,833	0	130,000	(130,000)	130,000
Total Capital Expenditures & Projects		56,075	5,595	672,905	-667,310	672,905

Total Expenditures	73,894	159,946	1,040,192	1,919,332	(879,140)	1,919,332
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Other Financing Sources (Uses)

Loan Proceeds	0	(45,000)	0	(540,000)	540,000	(540,000)
Total Other Financing Sources (Uses)		-45,000		-540,000	540,000	-540,000

Revenue (Over) Under Expenses	\$ 138,943	\$ (1)	\$ 402,379	\$ 0	\$ 402,379	\$ 0
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*Florida Utility
Solutions*

Wastewater Plant

Received and treated
2.44 million gallons in
October

Water Plant

Produced and
distributed 3.03 million
gallons in October

REUSE

Distributed 7.94 million
gallons in October

PORT OF THE ISLANDS CID

OCTOBER 2023

MONTHLY PLANT OPERATIONS REPORT

NOVEMBER 17TH, 2023, BOARD MEETING



FLORIDA UTILITY SOLUTIONS

15275 Collier Blvd.
Suite 201-268
Naples, Fl. 34119

239-435-0951

www.floridautilitysolutions.com

Summary

Operations at the facilities throughout the month were in accordance with contract and regulatory requirements.

Items Requiring Approval

We would ask your consideration and approval of the following:

Request	Impact	Est. Cost
Estimates will be provided at the meeting		

Operations

- **Compliance**

All Wastewater Plant requirements were met.

All Water distribution requirements were met.

- **Reuse Pump Station Status:**

Reuse Pump System functioning properly for outgoing pressure at plant.

Station on canal operating on 2 pumps and not communicating. Generator does not run.

- **Performance metrics:**

Wastewater Treatment Plant

- 2.44 million gallons of wastewater received and treated in October

Water Treatment

- Produced and distributed 3.03 million gallons in October

Reuse

- Distributed 7.94 million gallons in October

Performance Metrics	Current Month October 2023	Prior Month September 2023
Wastewater treated	2,447,712	2,135,200
Sludge disposed - gallons	0	0
Reclaimed Water Pumped	7,942,848	7,356,704
Odor Complaints	0	0
Number of line breaks	0	0
Auto Flushers Flushed	9	9
Meters Read	857	0
Meters Re-read	0	0
Consumables	Current Month	Prior Month
Chlorine Usage	960	900
Water Usage Complaints	0	0

Maintenance and Repair

Preventive Maintenance

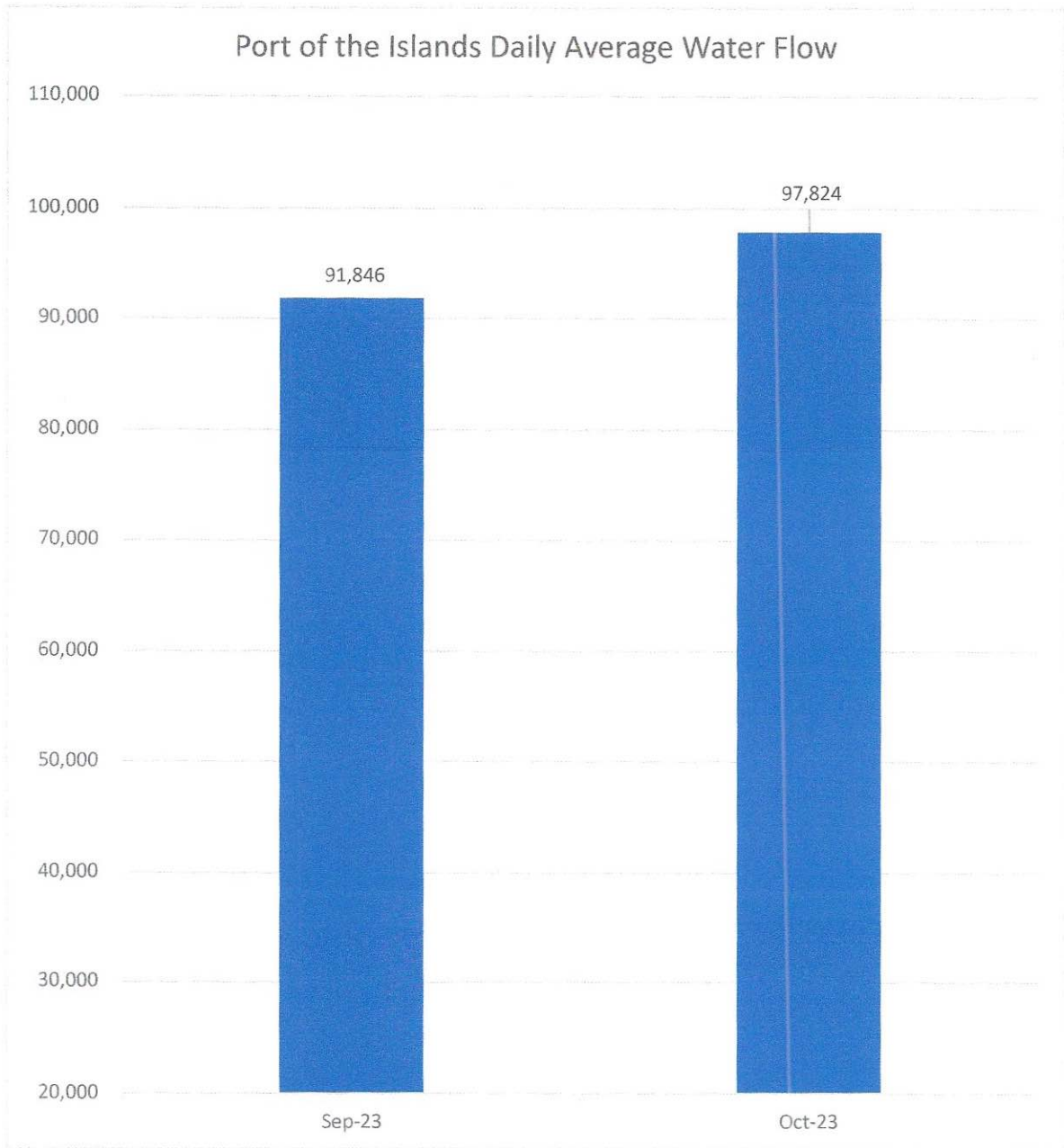
- Inspected all pump stations weekly
- Odor control weekly checks performed
- Parts have been ordered for approved estimates

Additional Maintenance

- SCADA is complete

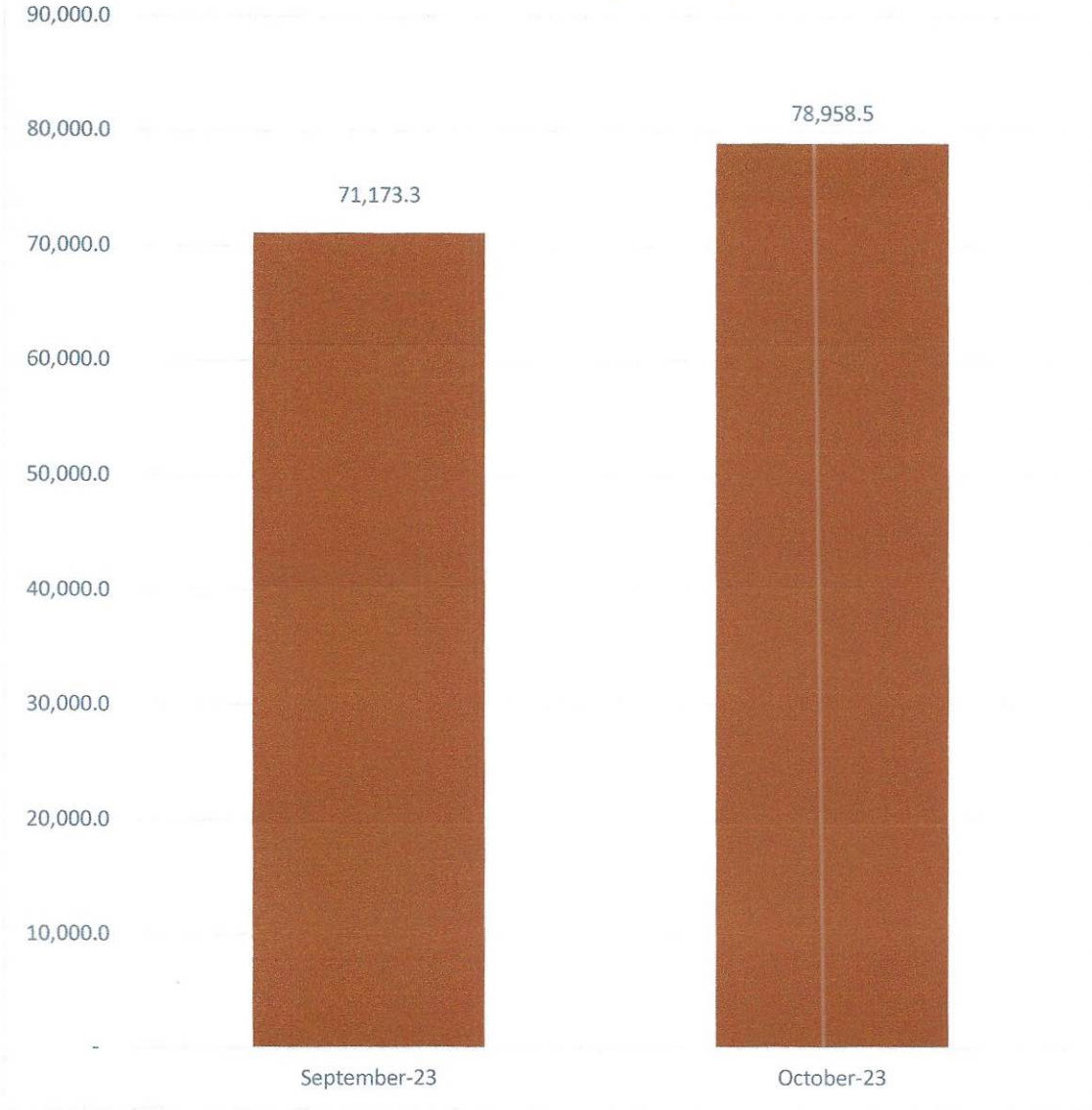
Health & Safety

- Zero LTIs and OSHA recordable incidents occurred during the month
- Safety training includes daily tailgate talks concerning daily events –confined space, lightning safety, seatbelts, housekeeping, and other safety related concerns



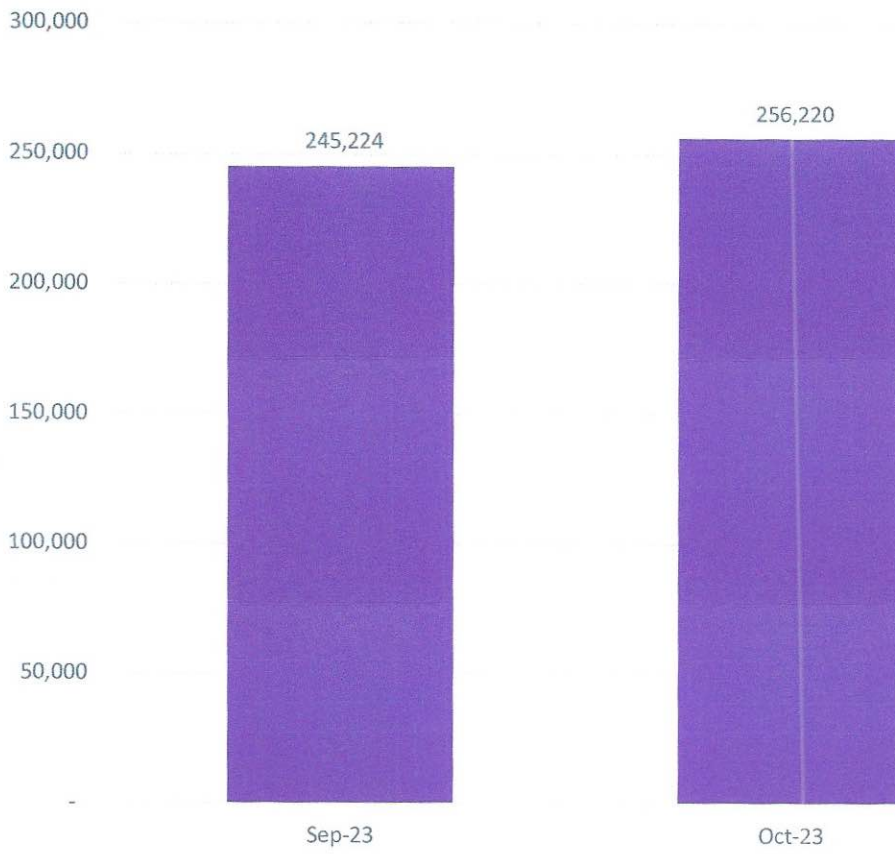
Port of the Islands Drinking Water Monthly Flow Average

Port of the Islands Wastewater Average Daily Flow



Port of the Islands Wastewater Monthly Flow Average

Port of the Islands Reuse Average Daily Flow



Port of the Islands Reuse Monthly Flow Average



EST. 1971

WOODWARD, PIRES & LOMBARDO, P.A.
ATTORNEYS AT LAW

September 14, 2023

MARK J. WOODWARD
Board Certified: Real Estate
Law and in Condominium &
Planned Development Law

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Board Certified: City, County,
and Local Government Law

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KENNETH V. MUNDY

ZACHARY W. LOMBARDO

CAMERON G. WOODWARD

ROSS E. SCHULMAN
Licensed in FL and NY

F. SCOTT PAUZAR, III

CHRISTOPHER R. HEFLIN

John and Lisa Sager
166 Sunset Cay
Naples, Florida 34114

**Re: Non-Disturbance and Encroachment Agreement
[Lot 81, PORT OF THE ISLANDS (THE CAYS) PHASE II]
Parcel No.: 68300003600; 166 Sunset Cay, Naples, Florida 34114**

Dear Mr. and Mrs. Sager:

Enclosed please find the above-referenced original as well as a copy of the Non-Disturbance and Encroachment Agreement recorded on September 5, 2023, O.R. Book 6284, Page 3057, in Collier County, Florida, for your records.

We have also maintained a copy of the referenced document in our electronic files.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Anthony P. Pires, Jr., Esq.

REPLY TO:

/lg

3200 TAMiami TRAIL N.
SUITE 200
NAPLES, FL 34103
239-649-6555
239-649-7342 FAX

Enclosure(s)

606 BALD EAGLE DRIVE
SUITE 500
P.O. BOX ONE
MARCO ISLAND, FL 34146
239-394-5161
239-642-6402 FAX

Cc: **with enclosure(s)**
Neil Dorrill
Kevin Carter
David Schmitt

Parcel Number: 68300003600
Address: 166 Sunset Cay, Naples, FL 3414

INSTR 6449221 OR 6284 PG 3057
RECORDED 9/5/2023 1:34 PM PAGES 5
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
REC \$44.00



NON-DISTURBANCE AND ENCROACHMENT AGREEMENT
[Lot 81, PORT OF THE ISLANDS (THE CAYS) PHASE II]

WHEREAS, **John Sager and Lisa Sager, husband and wife** ("Owner"), with an address of 166 Sunset Cay, Naples, FL 34114, own that certain real property more particularly described as Lot 81, Port Of The Islands (The Cays) Phase II according to the plat thereof recorded at Plat Book 21, Pages 1 to 4, inclusive of the Public Records, Collier County, Florida (the "Property"); and

WHEREAS, the **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT** ("District"), whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 North Tamiami Trail, Suite 200, Naples, Florida, 34103, is the Grantee/Holder of that certain dedicated Utility Easement per the Port Of The Islands (The Cays) Phase II Plat at Plat Book 21, Pages 1 to 4 ("POICID Easement"); and,

WHEREAS, Owner has requested permission to place and construct certain improvements that will encroach upon the POICID Easement which improvements are to consist of pavers and A 4 foot high pool barrier, fence and gate (the "Future Improvements"; depicted on the attached **Exhibit "A"**) in a portion of said POICID Easement to which District has agreed, subject to the terms and conditions hereof; and

WHEREAS, District does not release any POICID ownership or other rights it has in and to the POICID Easement.

NOW, THEREFORE, the parties agree as follows:

1. Whenever the term "Owner" is used herein it shall mean and refer to the Owner and successors, grantees and assigns of the Owner and the Property.
2. District hereby acknowledges and agrees for itself, its successors, grantees and assigns, that, subject to the conditions, terms and limitations herein contained and as noted on the attached **Exhibit "A"**; it will at this time authorize the placement and construction of the Future Improvements in the POICID Easement as described and depicted on the attached **Exhibit "A"**; while retaining its rights as outlined herein to require modification or removal of any such Future Improvements and encroachment once constructed (once constructed the improvements are then referred to as the "Improvements"); and, in the event the Improvements are damaged or destroyed, any similar replacement improvements (provided such replacement improvements do not expand or extend any encroachment any further in, on, under or into the POICID Easement), subject to the Owner's compliance with the terms hereof.
3. Provided further however, that the conditional approval(s) granted herein by the District are specifically contingent upon full compliance by the Owner with the terms and conditions hereof.
4. Owner shall obtain and comply with all permits and approvals of all appropriate governmental agencies.
5. Except as provided in Paragraph 1, above, Owner agrees not to further encroach upon District's POICID Easement. The Owner warrants and represents that the Future Improvements, once constructed, will not interfere with the District's use of the POICID Easement or any District facilities or inconvenience the District in the District's use of the POICID Easement. Owner shall be responsible for any costs and expenses associated with construction, maintenance, repair, reconstruction activities required or occasioned to the District's facilities by the construction or use of the Improvements.
6. In the event that any of the Future Improvements and Improvements authorized by this instrument interfere with, encumber or inconvenience the District's needed use or maintenance of the POICID Easement or District facilities, District will make reasonable efforts to notify the Owner and will make reasonable efforts to work around such impediments to use or maintenance. However, Owner agrees to pay for all of the District's costs and expenses associated with maintenance, repair, replacement, and/or relocation of the POICID Easement or District facilities located therein to the extent that such costs and expenses would

not have been incurred but for the encroachment(s) of the Improvements; said additional costs are, at the election of the District, to be paid to the District in advance of any such installation, maintenance, repair or replacement, etc. District shall be the sole judge of the amount of such incremental costs. If the District, in its sole judgment, is not able to work around the encroachments, the District will mandate that the Improvement(s) and encroachment(s) be moved or removed, at no cost to the District, as then may be needed to allow the District the needed further use or maintenance of the POICID Easement or District facilities. Removal of the respective Improvement(s) or encroachment will be the last alternative solution of any such use problem(s) unless the incremental costs of the least expensive and viable alternative solutions exceed the costs of removal. In the event that District reaches the conclusion in its sole and absolute judgment that any or all of said Improvements must be removed, the District shall so notify Owner in writing, at the address reflected in the records of the Property Appraiser of Collier County. Owner shall have sixty (60) days from the date of the notice to remove those Improvements that District requires to be removed; provided, however, in the event of an emergency, as determined by the District in its sole and absolute judgment, the District will have the right, without incurring any liability to Owner, to immediately remove said Improvements and encroachment without first notifying Owner.

7. If requested by District, Owner does hereby agree to reimburse District for all reasonable attorney's fees and engineering fees incurred incident to the preparation, execution and recording of this Agreement.

8. Owner hereby agrees to and does indemnify and hold harmless the District, its elected and appointed officers, employees and/or agents, from any and all claims, loss, cost, expense and/or suits whatsoever for damages to property and/or injuries to persons, including death, and from all actions, judgments, court costs, attorney fees, fees of experts and witnesses, and from all other direct and/or related expenses arising out of the construction, installation, use, existence, maintenance, repair, relocation and/or removal of the above described Improvements, except to the extent attributable to the negligence or intentional acts of the District or its agents not authorized by this Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns, provided however, that in the event that the District removes the Improvements, then this Agreement shall stand terminated.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this agreement as of the 22 day of July 2023.

WITNESSES

Phane Normie
[Sign, Witness #1]

Maraene Normie
[Print, Witness #1]

[Signature]
[Sign, Witness #2]

Cory S. McKinney
[Print, Witness #2]

John Sager

[Signature]
John Sager

Lisa Sager

[Signature]
Lisa Sager

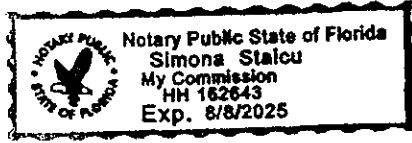
STATE OF Florida
COUNTY OF Collier

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me by means of physical presence or online notarization, this 22 day of July, 2023, by John Sager, who is personally known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment) Simona Stalcu
(Name typed, printed or stamped) SIMONA STALCU
Title or rank) N/A
(Serial number, if any) N/A

NOTARY PUBLIC

My commission expires: 8/8/25



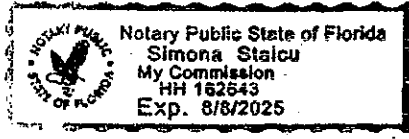
STATE OF Florida
COUNTY OF Collier

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me by means of physical presence or online notarization, this 22 day of July, 2023, by John Sager, who is personally known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment) Simona Stalcu
(Name typed, printed or stamped) SIMONA STALCU
Title or rank) N/A
(Serial number, if any) N/A

NOTARY PUBLIC

My commission expires: 8/8/25



ATTEST:

[Handwritten Signature]

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

By: Mgr/Sec Deonil ^{Neil}

By: Steve U McNamee

Its: Chairman of POT

STATE OF Florida
COUNTY OF Collier

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me by means of physical presence or online notarization, this 22 day of July, 2023, by Steve McNamee, its chairman on behalf of the Port of The Islands Community Improvement District, who is personally known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment) *Simona Stalcu*
(Name typed, printed or stamped) Simona Stalcu
Title or rank) N/A
(Serial number, if any) N/A

NOTARY PUBLIC

My commission expires:
8/8/25

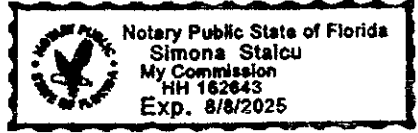


EXHIBIT "A" TO NON-DISTURBANCE AND ENCROACHMENT AGREEMENT

