



# **Port of the Islands**

## **COMMUNITY IMPROVEMENT DISTRICT**

January 19, 2024

### **MEETING AGENDA**

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

**Board of Supervisors Agenda for January 19, 2024**

**Agenda**

Friday, January 19, 2024, 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
  - a. Parcel 13 Rezoning Updates
  - b. Collier County Code Enforcement Process
  - c. Meeting Broadcast Update
4. Approval of Minutes – December 15, 2023
5. Manager's Report
  - a. Website Conversion
  - b. Wellfield Raw Water Main Evaluation
  - c. Utility Rate Analysis
  - d. ACH Conversaion Update
  - e. CID Blast Email Status
6. Financials

7. Utility Operations

8. Attorney's Report

9. Engineer's Report

10. Old Business

a. Mosquito Control Interlocal Agreement

11. New Business

12. Supervisors' Request

13. Public Comments

14. Adjourn – Next meeting will be on February 16<sup>th</sup>, 2024, at 9:30 a.m.

## Office

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**From:** Neil Dorrell  
**Sent:** Sunday, January 7, 2024 8:10 PM  
**To:** Office  
**Subject:** Fwd: POI Meeting - Parcel 13 Discussion

Show on index under public comment

Sent from my iPad

Begin forwarded message:

**From:** Kevin Carter <Kevin@dmgfl.com>  
**Date:** January 6, 2024 at 4:04:02 AM EST  
**To:** Anthony Pires <APires@wpl-legal.com>  
**Cc:** Neil Dorrell <Neil@dmgfl.com>  
**Subject:** Fwd: POI Meeting - Parcel 13 Discussion

Tony,

Please see the below from Mr Truckey regarding having this requested meeting at the next board meeting.

I can forward Zoom information to CYK if desired.

Thanks

Kevin

Begin forwarded message:

**From:** Dan Truckey <dantruckey@gmail.com>  
**Date:** January 5, 2024 at 11:34:23 PM EST  
**To:** Steve McNamee <smcnamee@poicid.com>  
**Cc:** Kevin Carter <kevin@dmgfl.com>  
**Subject:** Re: POI Meeting - Parcel 13 Discussion

First are we going into any private meeting with this. At this point I would think not. Secondly this meeting should be before the full board as it concerns all of us. Please consider moving this to our next board meeting.

Thank you

Dan

On Fri, Jan 5, 2024, 2:13 PM Steve McNamee <[smcnamee@poicid.com](mailto:smcnamee@poicid.com)> wrote:

Sent from my iPhone

Begin forwarded message:

**From:** Anthony Pires <[APires@wpl-legal.com](mailto:APires@wpl-legal.com)>  
**Date:** January 5, 2024 at 3:47:18 PM EST  
**To:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>, Steve McNamee  
<[smcnamee@poicid.com](mailto:smcnamee@poicid.com)>  
**Cc:** Kevin Carter <[Kevin@dmgfl.com](mailto:Kevin@dmgfl.com)>  
**Subject:** FW: POI Meeting - Parcel 13 Discussion

fyi

*Tony Pires*

Anthony P. Pires, Jr., B.C.S.

Woodward, Pires & Lombardo, P.A.

3200 North Tamiami Trail, Suite 200

Naples, Florida 34103

239-649-6555 Office Phone; 239-450-2474 Mobile Phone;  
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[apires@wpl-legal.com](mailto:apires@wpl-legal.com)



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**From:** Lindsay Case <[sirlindsay64@gmail.com](mailto:sirlindsay64@gmail.com)>  
**Sent:** Friday, January 5, 2024 3:40 PM  
**To:** Anthony Pires <[APires@wpl-legal.com](mailto:APires@wpl-legal.com)>; Francesca Passidomo <[fpassidomo@cyklawfirm.com](mailto:fpassidomo@cyklawfirm.com)>  
**Subject:** Re: POI Meeting - Parcel 13 Discussion

I just paid \$60,000 in taxes and POI made over \$112,000 in interest on my money. The board has not lifted a finger to use the money to upgrade their plant the way HoleMontez request. I was pushed from August to January for some reason?

This is what we need to talk about and I'll come to the board meeting to talk about it if you don't want to set up meeting for that I'll do it on public board time?

Best Regards,

Lindsay J Case

Sent from my iPhone

On Jan 5, 2024, at 10:25 AM, Anthony Pires <[APires@wpl-legal.com](mailto:APires@wpl-legal.com)> wrote:

Yes aa to me if your client, but my recollection is that my client has asked at board meetings that your client pay for my time to review changes

*Tony Pires*

Anthony P. Pires, Jr., B.C.S.

Woodward, Pires & Lombardo, P.A.

3200 North Tamiami Trail, Suite 200

Naples, Florida 34103



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EST. 1971



WOODWARD, P  
& LOMBARDO,  
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**From:** Dianna Quintanilla  
<[DQuintanilla@cyklawfirm.com](mailto:DQuintanilla@cyklawfirm.com)>  
**Sent:** Thursday, January 4, 2024 8:29 AM  
**To:** Michael Delate <[mdelate@gradyminor.com](mailto:mdelate@gradyminor.com)>;  
Lindsay Case <[sirlindsay64@gmail.com](mailto:sirlindsay64@gmail.com)>; Anthony Pires  
<[APires@wpl-legal.com](mailto:APires@wpl-legal.com)>; Kevin Carter  
<[Kevin@dmgfl.com](mailto:Kevin@dmgfl.com)>; Kevin Carter  
<[Kevin@dmgfl.com](mailto:Kevin@dmgfl.com)>  
**Subject:** RE: RE: POI Meeting - Parcel 13 Discussion

Good morning,

M. Delate and L. Case are available at 1pm on January 10<sup>th</sup>.

1. A. Pires & K. Carter - Please let me know if you are available and I'll send out an invite. Thank you.

*Dianna Quintanilla*



*Coleman, Yovanovich & Koester, P.A.*

*Legal Assistant*

The Northern Trust Building

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*Both Dianna Quintanilla and Coleman, Yovanovich & Koester, P.A., intend that this message be used exclusively by the addressee(s).*

*This message may contain information that is privileged, confidential, and exempt from disclosure under applicable law.*

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*notify Dianna Quintanilla immediately at [dquintanilla@cyklawfirm.com](mailto:dquintanilla@cyklawfirm.com) or call (239) 435-3535, and permanently dispose of the original message.*

**From:** Dianna Quintanilla

**Sent:** Wednesday, January 3, 2024 10:17 AM

**To:** Michael Delate <[mdelate@gradyminor.com](mailto:mdelate@gradyminor.com)>;

'Lindsay Case' <[sirlindsay64@gmail.com](mailto:sirlindsay64@gmail.com)>;



'[apires@wpl-legal.com](mailto:apires@wpl-legal.com)' <[apires@wpl-legal.com](mailto:apires@wpl-legal.com)>;  
Kevin Carter <[Kevin@dmgfl.com](mailto:Kevin@dmgfl.com)>  
**Subject:** RE: POI Meeting - Parcel 13 Discussion  
**Importance:** High

Good morning,

Francesca would like to have a meeting to discuss  
Parcel 13.

The in person meeting will take place at  
CYK. Please let me know which time you are  
available on **Wednesday, January 10<sup>th</sup> between  
9:00 – 2:00.**

Thank you.

+whomever else Tony needs in the meeting

*Dianna Quintanilla*



*Coleman, Yovanovich & Koester, P.A.*

*Legal Assistant*

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1       **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**  
2                               **NAPLES, FLORIDA**

3                       Regular Meeting of the Board of Supervisors  
4                               December 15, 2023

5    The regular meeting of the Port of the Islands Community Improvement District Board of  
6    Supervisors was held on Friday, December 15, 2023, at 9:30 a.m. at the Orchid Cove  
7    Clubhouse, 25005 Peacock Lane, Naples, Florida.

8    **SUPERVISORS PRESENT**

9    Steve McNamee, Chairman  
10   Dan Truckey, Vice Chairman  
11   Russell Kish, Supervisor  
12   Kevin Baird, Supervisor  
13   Anna-Lise Hansen, Supervisor, Via Zoom

14   **ALSO PRESENT**

15   Neil Dorrill, Manager, Dorrill Management Group  
16   Kevin Carter, Manager, Dorrill Management Group  
17   Tony Pires, District Counsel  
18   Matt Gilbert, Florida Utility Solutions

19   **PLEDGE OF ALLEGIANCE**

20   The pledge of allegiance was recited in unison.

21   **ROLL CALL/APPROVAL OF AGENDA**

22   Four of the five Supervisors were present in person, establishing a quorum, with  
23   Supervisor Hansen appearing via Zoom. The meeting was convened at 9:30 a.m. The  
24   meeting was also properly noticed. The notice and affidavit are on file with the district  
25   office at 5672 Strand Court, Naples, FL 34110.

26   **On a MOTION by Mr. Truckey and a second by Mr. Baird, Ms. Hansen's**  
27   **participation by zoom was approved due to exceptional circumstances. On a**  
28   **MOTION by Mr. McNamee and a second by Mr. Truckey the agenda was approved**  
29   **as presented with Collier County Code Enforcement being moved to next month.**

1 **PUBLIC COMMENT**

2 **A. Collier County Code Enforcement**

3 This agenda item was moved to next month.

4 **B. Waterkeepers**

5 Licensed under International Waterkeeper Alliance. Goal is to protect quality water for  
6 generations to come. Collier County chapter of the Water Keeper Alliance has been in  
7 existence since 2018. Ray took over as the Executive Director of the group in May  
8 2023. They are a build from ground up grassroots organization that reaches all area of  
9 the County. They try to educate people on how water systems work and how it effects  
10 everywhere from the Caloosahatchee to the Everglades. Strategy is to be collaborative.  
11 Ray shared that he wants to get 1,000 people to donate \$5 a month to help them keep  
12 the lights on and cover insurance costs. He said if they can get that many people on  
13 board, if a conflict arises with County Commissioners they can get 200/300 people in  
14 the chambers to show that water issues are important. Mr. McNamnee asked what can  
15 be done to cooperate with the Waterkeepers. Ray said to go on their website  
16 colliercountywaterkeeper.org and fill out the form to pay \$5 a month which helps them  
17 keep the lights on and get the insurance paid. Mr. McNamee suggested the CID donate  
18 \$100 and list Dorrell Management Group as the Port of the Islands contact for the  
19 organization. Mr. Kish asked for clarification on what the organization does before  
20 agreeing to the donation. He commented that Mr. Gilbert already does testing of the  
21 water in the CID. Ray said one of the first things they would test for is fecal matter in the  
22 water. Mr. Kish said that was already done in the CID. Ray said the biggest thing they  
23 do is not testing or beach clean-up, it is to talk to citizens to inform them on what they  
24 can do to change the things that they find unsatisfactory regarding water. Mr. Dorrell said  
25 they are a conservation and advocacy group but approach issues from a scientific  
26 basis. Mr. Pires said if the motion is approved to make the donation the Board has to  
27 determine a valid public purpose in making a donation as money can only be spent for  
28 public purposes. **Mr. Truckey made a MOTION to make an \$100 donation as the**  
29 **Waterkeepers help with the sheet flow issue with a second by Mr. Baird will all in**  
30 **favor.**

31 Melanie from the audience asked if the sheet flow issue is resolved what happens to the  
32 Port. Mr. Truckey offered to stay after the meeting to explain everything he knows for  
33 anyone who is interested.

34 **C. Other Public Comments**

35 Katherine Kehlmeir - Newport Dr - Has a page from a document from CC OR 49-05  
36 page 1384. She only brought one copy because it is a 20 page document. She will give  
37 a copy to Mr. Dorrell to distribute to Board. It lists a maintenance agreement and grant of  
38 easement between the CID, the Sunset Cay Master association, and all of the 16 sub-  
39 associations on the west side of Newport Drive. Page 2 paragraph 3 says the District is  
40 responsible to provide mosquito spraying contingent on the annual appropriation of

1 funds by the District as required by Florida law. She would like to contend that because  
2 of this agreement, the resident's driveways are covered under this and that the District  
3 should be spraying their driveways, not just down Newport Drive. Mr. Kish said that he  
4 used to spray the parking lot and he will talk to the person responsible for the work now  
5 to make sure they do it. The Board was not aware it was no longer being done.

## 6 **APPROVAL OF MINUTES NOVEMBER 17, 2023**

7 Page 4 - The motion regarding banking should also include that the motion designated  
8 Ms. Hansen and/or Mr. Kish to be the second signatory on the account. Mr. Kish  
9 clarified that he would not like to be a signer. Ms. Hansen has already sent the bank all  
10 her information to be able to be the signer on the account.

11  
12 Mr. McNamee said the minutes look very good. **On a MOTION by Mr. Truckey and a**  
13 **second by Mr. Baird the minutes were approved as amended with all in favor.**

## 14 **MANAGER'S REPORT**

### 15 **A. Website Conversion**

16 The website conversion is underway. There has been a little difficulty with GoDaddy to  
17 make sure Mr. Dorrill's name is added on the account in order to give the new firm,  
18 Exploritech, access to the site so they can give a fee proposal. This will be done before  
19 the next meeting.

### 20 **B. Off-Site Water Main Relocation, Parcel 13**

21 Developer has been spoken to by Mr. Dorrill and Mr. Pires. They would like the Board to  
22 defer any conversation regarding this until the next Board meeting so Lindsey Case can  
23 be present to discuss the development. Mr. McNamee said that, as a head's up, what  
24 he believes they are going to come back with is wanting to put all 109 residents on 50-  
25 acres and knock any residents on the dorm property. Part of his issue with that is the  
26 District has water lines on either side of that dorm property and the agreement was  
27 going to be that they were going to move those over to union road and Mr. Case was  
28 going to do that. Now if he isn't going to put homes on there, it wouldn't be a necessity  
29 for him to move the lines and the District would lose that. Mr. McNamee said that is just  
30 something to keep in mind and that Mr. Case cannot put 109 on there unless the Board  
31 agrees to it. He can only put 100.

### 32 **C. Zoom Broadcast Meeting Proposal**

33 Mr. Pires would like to add standard language that says any documents produced are  
34 public records under Florida law, and e-verify language. The proposal is in two parts.  
35 The staff recommendation would be the \$1,000 per month option that includes both  
36 mobilization and production during the meeting along with post production to get it  
37 uploaded to the website. There is an alternative for \$600 but equipment has to be  
38 provided. Mr. McNamee opened up discussion to the audience as he felt this decision  
39 was too big for only the Board to make. Mr. Truckey said they started out looking for the

1 equipment to do this work themselves without the \$1,000 cost. He said he does not  
2 know if he can justify the \$1,000 cost per meeting, he thinks it can be done if the  
3 equipment is purchased themselves. Mr. Kish agrees. Ms. Hansen said she agrees it is  
4 expensive but asked who else is going to do it. Mr. Dorrill asked about item 4 which had  
5 the \$100 per hour service and technical support fee. Mr. McNamnee asked if they  
6 would agree to \$12,000 a year which could include more than one meeting a month. Mr.  
7 Lee said yes. That is one option, the other is to buy their equipment from them for  
8 \$4,000 and then pay \$600 a meeting for them to run it. Steve from the audience  
9 commented that the Board members are donating their time to do all that they do, yes,  
10 they get paid but it is a nominal fee for everything that they do. He asked the tech  
11 company as residents in the community if they would also consider donating their time  
12 to support the Board. He said that their fee is fair if they take their work to other  
13 communities but if they are going to be working where they live, it is their community  
14 and it would be great to help it out.

15 Mike King - Orchid Cove - Said that he would have agreed to this a couple of months  
16 ago but now with the way the minutes are they read like a book; they are as if you were  
17 at the meeting. He does not know if it is necessary to have both anymore. He said  
18 applauds whoever is doing the minutes because they are phenomenal. Mr. McNamee  
19 said on that note, for the past two years he has been going through all of the Port of the  
20 Islands records, the meeting minutes and whatnot. He said when they started out, the  
21 minutes were sometimes up to 50 pages long. He said when Mr. Teague came in, they  
22 sometimes got notes instead of appropriate minutes which led to a loss of information  
23 from that time because they did not have an accurate record in their minutes. Mr.  
24 McNamee said that for him personally he likes having the audio/visual record and likes  
25 to be able to go back and listen to the meeting. He said that reading words is not the  
26 same as being able to see someone's face or hear the tone of their voice when  
27 something was being discussed.

28 Katherine Kelmeir said that she has not watched online since COVID so she could be  
29 wrong, but her impression is the people online have better audio quality than those  
30 attending in person because Board members like Mr. Truckey or Attorney Pires are soft  
31 spoken. She does not know if anyone in the back can actually hear what is being said.  
32 She said she would like microphones in the room for the live audience to be able to  
33 hear better. Mr. Truckey joked that he will work on speaking louder. An audience  
34 member asked if other options have been looked into or bids received. Mr. McNamee  
35 said they have looked into it and everywhere else is more expensive. Mr. Dorrill said his  
36 client at Pelican Bay is paying more than what this proposal is. Mr. McNamee said that  
37 technology is tricky and there are always issues and he is not sure who else would give  
38 their time or have the capability to do this the way that Mr. Keyser can. Katherine  
39 Oswald asked for clarification if there were only the options of \$12,000, \$600, or not at  
40 all.

41 Mr. Lee clarified that should the Board decide to buy the equipment it will be sold for  
42 exactly what was paid for it and not a penny more. Three meetings have been done and  
43 he commended Orchid Cove for their great cooperation in hosting them. Mr. Lee comes



1 the night before to set the equipment up. Mr. Lee said they appreciate the management  
2 company, Orchid Cove, and this Board for allowing them to set up and fine tune the  
3 technology and he understands whatever decision is made.

4 Carol Williams - Wilderness – Ms. Williams asked what kind of records of the meetings  
5 need to be kept to legally comply when the CID has a meeting. Is the video required or  
6 do there just need to be good minutes? Mr. Dorrill responded that this was intended to  
7 be a community oriented, value added service in order to increase participation.

8 Mr. McNamee asked for a show of hands from the audience. Four hands were raised in  
9 favor of the \$12,000 package. No hands were raised in favor of purchasing the  
10 equipment and hiring the company to run it. No hands were raised for purchasing the  
11 equipment and finding someone else to run it. Eight or nine hands were raised in favor  
12 of no video services at all. He then asked if anyone is in favor of just having an audio,  
13 call in. Most were in favor of the call in option, just trying to get zoom to work. Mr.  
14 Truckey said he likes having the video. Ms. Hansen said she would like them to  
15 reassess their price for further consideration.

16 Mr. McNamee said that previously he was recording the meetings for himself on his  
17 iPad and could continue doing that and turning them over to Mr. Dorrill to then be public  
18 records. An audience member asked how many people were currently participating via  
19 video. Mr. Keyser said currently seven people were, it was eight earlier in the meeting.  
20 He said eight is the average. Mr. Dorrill said there were almost 20 during the budget  
21 deliberations.

22 Ron \_\_\_\_\_ - Cays Drive - clarified that part of the price is if something breaks it will be  
23 the company's responsibility to replace it. Continued that this equipment is far better  
24 than what was had in the past. Mr. Baird said that in the past it was impossible to see  
25 what was going on, it was terrible video quality. He said he thinks it is important to have  
26 something high quality like this. He made a point to consider that while only 8 or 20  
27 people may be watching it live, more could be going back to watch the recording on  
28 their own time. Mr. McNamee said that he does that a lot. He continued to note that the  
29 CID is involved in some lawsuits currently so if they have a record like this it could be of  
30 value when going into a litigation situation. Mr. Pires said there are pros and cons to  
31 that. Generally he finds the verbatim transcripts like the County Commission or Planning  
32 Commission have and their videos to be extremely helpful for reference and revisiting.  
33 Mr. Kish clarified that if the equipment is purchased the \$600 fee includes Mr. Keyser  
34 and Mr. Lee still setting up the equipment for the meeting. Mr. Lee said yes.

35 Mr. Truckey said the quality is great. His problem is that the Board members are paid  
36 \$200 per meeting and in between meetings each member does days worth of work.  
37 Just yesterday he had a five hour meeting with the engineers out in the field. He  
38 continued, these people are people in the community that are going to come in and get  
39 \$1000 a meeting to run the audio and video. He feels that since the Board members get  
40 a fraction of that and put in a lot more time, as a community he thinks they could see a  
41 better price especially from members of the community. Mr. Lee said that while he  
42 understands and respects Mr. Truckey's perspective, they have been transparent and  
43 clear about this operation as a business from day one and now being three meetings in

1 there was never previous discussion about not hiring local residents at a rate more than  
2 Board members make. Mr. Lee suggested tabling the discussion and appointing  
3 someone to negotiate costs with. If not, he genuinely thanked them for the opportunity.  
4 Mr. Dorrill said there may be an opportunity to do cost sharing with the Lely Community  
5 Development District as their audio system is always having issues and that could help  
6 get the cost down. The Board requested the cost to be \$10,000 annually. Mr. Lee would  
7 like to discuss the possibility of working with Lely with Mr. Dorrill before agreeing to  
8 anything. Mr. Lee and Mr. Keyser agreed to do work at the next meeting while the  
9 decision to hire them is continued until the next meeting.

10 **D. Utility Billing & Banking Updates**

11 There was no update on utility billing and the banking update was shared during the  
12 approval of the minutes. There was an update on the utility rate analysis shared in the  
13 financials section.

14 **E. Engineer of Record Updates/Wellfield Water Line Replacement**

15 The engineer that was shortlisted, Agnoli, Barber, and Brundage, has voluntarily  
16 withdrawn their offer. This was because of some insurance rate concerns on their part  
17 and copyright issues regarding public records as to who owns the intellectual property  
18 on designs. Mr. Dorrill will have to restart the process of soliciting proposals from  
19 professional engineers. There is one project that is urgent and that involves the further  
20 engineering study or analysis to the damage that was done to the well water main. Mr.  
21 Truckey has been working with staff on a FEMA claim to analyze the cost to repair the  
22 concrete main at least 10 locations or to replace the almost two mile long main. A  
23 separate proposal has been received from Johnson Engineering for this work. They had  
24 responded to the prior RFP for engineering services but were past the deadline, so their  
25 application was not accepted by Mr. Dorrill. Mr. Dorrill works with them with his other  
26 clients and says they are a good firm.

27 Mr. Truckey shared about the meeting he had with Johnson Engineering yesterday. An  
28 engineer came out and looked at the well road and discussed some of the options  
29 available on how they can work with FEMA and get help paying for that work. The work  
30 needs to be done relatively soon. Once FEMA goes through the application, the process  
31 will slow down a bit but currently they are awaiting documentation from the District to  
32 move any further. Mr. Truckey does not want to lose the chance for the grant, so this  
33 engineering work needs to be done in a timely fashion. Mr. Truckey commented that the  
34 engineers from Johnson were very nice, knowledgeable, and willing to work with the  
35 District on this project. Mr. Truckey recommending moving forward and working with  
36 them on this project. Mr. Truckey believes that their intention is to apply to the RFP  
37 again and be timely with their proposal to be the District's engineering firm. Mr. Truckey  
38 said he highly recommends moving forward with them for this project at this time. Mr.  
39 McNamee said it was necessary to as the project is looking to be a million and a half  
40 dollar project. Mr. Kish asked if this project has to be put out for bid. Mr. Pires chimed in  
41 saying he had discussions with Mr. Dorrill about that and it is characterized as a  
42 planning or \_\_\_\_\_ activity and the cost is under \$35,000 so the competitive solicitation

1 requirements do not come into play. He continued that he has also known Johnson  
2 Engineering for years and has had them work with other Districts he also represents, he  
3 said they have been around for a long time.

4 No bids are required for this particular scope of work. Limited to this task only on a time  
5 and materials basis the estimate is \$15,000 with an amount not to exceed \$25,000. This  
6 is to put together an analysis on the repair costs vs. new cost on the pipe. FEMA in  
7 order to move forwards needs to know if the repair cost is over a certain percentage, if  
8 so, they'll work with the District to replace it at new cost. If it doesn't that is up to FEMA.  
9 FEMA right now is picking up another percentage. Normally on a project like this they  
10 would pick up 75% and the District would cover the remaining 25%. Because of the  
11 damages in the community from the hurricane they are willing to pick up 100% of the  
12 cost. Mr. Truckey said this is not a guaranteed FEMA grant but is hoping to move  
13 forward with this and get it. He said you don't know until the day they pay for it if you get  
14 the grant. **On a MOTION by Mr. Truckey and a second by Mr. Kish, with all in favor,**  
15 **the Chairman was authorized to sign the proposal with Johnson Engineering,**  
16 **including minor edits by Mr. Pires for legal sufficiency regarding e-verify and**  
17 **public records.**

18 A resident, Terry, asked if you can get reimbursed from FEMA after doing the work or if  
19 you have to wait to get the grant money to do the work. Mr. Dorrill said typically you  
20 should wait to receive the grant money before doing the work to see if the work will  
21 qualify and be awarded the grant. She also shared that she is on the fire board for Port  
22 of the Islands and they just found out about the leaks in the pipe and are very  
23 concerned.

## 24 FINANCIALS

25 The financials were presented as of the first month of the new fiscal year. Almost \$4.3  
26 million in cash. Total assets in the District including the value of the utility system and  
27 other infrastructure is \$15,531,000. The total current assets less depreciation is right at  
28 \$13 million. There were \$160,000 in payables on the liability side at the end of the first  
29 month. On the income statement there was \$15,500 in interest in one month.  
30 Additionally there were almost \$22,000 received in non-ad-valorem assessments. Some  
31 people's mortgages require them to escrow taxes and insurance and banks will prepay  
32 quarterly in anticipation of those expenses which is how tax money was received in  
33 October despite the bill not going out until November. Mr. Dorrill stated that the District's  
34 cash position remains very strong and the budget is tight and good. Mr. Dorrill offered  
35 an update on the utility rate analysis. Mr. Weyer's firm does not have the capacity to do  
36 the work as shared at last month's meeting so Mr. Dorrill reached out to another firm,  
37 Retallis. They have been Collier County's Utility Rate Consultant for over 25 years. He  
38 is awaiting their proposal and is going to solicit a backup proposal from the Florida Rural  
39 Water Association. They are a cooperative of communities and interests like the CID's  
40 who own small, sub-regional type systems. As part of the workplan, this work was  
41 committed to be underway in the first quarter of the new year in order to coincide with  
42 the budget process. With that being said, Mr. Dorrill is proceeding in two avenues to get

1 a consultant to do the rate analysis to evaluate the utility ERC matter. Mr. McNamee  
2 shared with the audience that the full agenda package that the Board is referring to  
3 during the meeting is available on the website. Mr. Dorrill commented that there are  
4 almost always additional handouts given to the Board at the meetings that were  
5 received after the packet was put together. A resident in the audience asked if those  
6 handouts will also be uploaded to the website. Mr. Dorrill said that is not currently part of  
7 the process. **On a MOTION by \_\_\_\_\_ and a second by \_\_\_\_\_ the financials**  
8 **were unanimously accepted.**

## 9 UTILITY OPERATIONS

10 Mr. Gilbert shared that everything is running well at the wastewater plant. All  
11 requirements are being met at the water plant. The Board is aware of the issues with  
12 the reuse station on the canal. Mr. Gilbert had a generator company come out and they  
13 said there is no saving the generator that is on the canal. Mr. Gilbert said if they need to  
14 they can run one of the temporary generators over. He said if there is a failure at the  
15 plant it will call them so there is not currently a risk unless all the power went out and  
16 the generator at the plant fell. The wastewater treatment plant did 2.6 million gallons of  
17 water. 3.2 million gallons on the water end and almost 9 million in reuse. 980 gallons of  
18 chlorine was used. They did have a call out to a pump station on Cays Drive. Somehow  
19 someone flushed a washcloth that made its way to the pump, but it thankfully did not  
20 damage the pump, they just pulled it out. Mr. McNamee asked how big of a job it is to  
21 pull out the pump when that happens. Mr. Gilbert said a truck with a crane pulls it out.  
22 Money wise it is a 4-6 hour process to pull it out, unclog it, put it back in, and test it.  
23 All the parts that were approved to purchase for the wastewater plant at the October  
24 meeting in conjunction with the permit renewal were received except for one of the  
25 floating aerators. Mr. Gilbert said it should arrive any day now and will be installed in  
26 January. Mr. McNamee asked how the roof is doing above the water tank. Mr. Gilbert  
27 said it is not in great condition, but it is ok. Mr. Truckey asked about the iron in the  
28 water. Mr. Gilbert said he has gotten this question many times over the years. The  
29 irrigation water is reuse but it is an incredibly small percentage of reuse. It is 2-10%  
30 reuse and all reuse water before used for irrigation has to meet secondary drinking  
31 water standards. 90% of the water that is sent out for irrigation is just raw ground water  
32 pumped straight out of the ground. There is no economical way of removing that, Mr.  
33 McNamee commented. Mr. Gilbert agreed with that statement and continued that his  
34 only recommendation is to have your lawn people set the irrigation up where it does not  
35 spray your house or driveway. Mr. McNamee asked Mr. Dorrill to post product  
36 recommendations on the website that remove those stains and are compatible with the  
37 water (not a toxic product).

## 38 ATTORNEY'S REPORT

39 Mr. Pires shared that in regard to the continued litigation regarding Prepmac, a  
40 deposition of Mr. Dorrill as the corporate representative for the District was scheduled to  
41 be done. Two days before the deposition they received an email from the Attorney for

1 Prepmac asking if the necessary documentation had been provided before taking the  
2 deposition. They responded yes and referred them to the email that was sent with the  
3 information on December 1st. Shortly after that they got an email saying that the  
4 deposition needed to be rescheduled. This is the second or third time it has been  
5 rescheduled.

6 With regards to the share file with about 52 terabytes of public records from Premier  
7 District Management, the files were finally able to be accessed. The process has started  
8 to go through them and search for emails from general public, not just Board members,  
9 to verify everything has been turned over. Mr. Pires shared that part of the test will be to  
10 cross reference the records of emails that Mr. Pires office had in correspondence with  
11 Premier District Management with what was on the file to make sure they are all  
12 accounted for. If the emails are not in there, Premier District Management will be  
13 contacted one last time to turn over all records they have before a lawsuit is filed. Mr.  
14 Pires said that he believes he has the authorization from the Board to file the lawsuit  
15 before the next Board meeting if it is determined that all public records have not been  
16 turned over. Mr. McNamee confirmed he does have the authorization.

17 Mr. Pires said he thinks he will have meetings with Mr. McNamee and Mr. Dorrill  
18 regarding the number of utility ERCs possessed by the marina. He has gone back and  
19 looked at the site development plan approval and the letter that Cal Teague sent. Mr.  
20 Pires and Mr. McNamee discussed yesterday taking the approach of gathering all of the  
21 different documents and sorting through them together along with Mr. Dorrill to come up  
22 with a memorandum to present to the Board with their recommendations. Mr. Pires  
23 shared that he has also been talking with Ms. Hansen about various issues regarding  
24 Collier County. Mr. McNamee asked the past Board president who was in the audience,  
25 Terry, if she had any physical records turned over to Mr. Teague when her term was  
26 done. She shared that she never received any physical records from anybody during  
27 her four years on the Board.

## 28 **ENGINEER'S REPORT**

29 No report was given.

## 30 **OLD BUSINESS**

### 31 **A. Entrance Wall Demolition**

32 Item 10 from last month. Mr. Dorrill asked if there was any further information on the  
33 demolition of the entry walls on the two commercial properties. Mr. Baird had submitted  
34 some proposals last month to have the demolitions performed. Mr. Dorrill asked if there  
35 was anything new that staff needed to be made aware of. Mr. Baird said he was waiting  
36 on a survey from Mr. Pires. Mr. Pires said the walls are outside any easement area for  
37 and landscaping that the District has. They are significant segments that are not within  
38 any District easement for a wall, fence, or landscape buffer. Mr. Pires will email the  
39 survey to the Board members. Mr. Baird suggested tabling this item again as they are



1 still waiting on a response from JC. Mr. McNamee said that JC is ill so it will be difficult  
2 contacting him at this time.

3 **B. Drainage Swale Maintenance**

4 Mr. Dorrill asked Ms. Hansen about the roadside swale maintenance that she was  
5 working on. Ms. Hansen shared that the swales were done and will probably be  
6 tweaked. She said she will know after the next rain. She's sure they are not perfect but  
7 assured that Soto will come back and tweak them in whatever way they need to be  
8 tweaked. She thinks there are still a few high spots, but they are not certain. Mr.  
9 McNamee said as soon as there is a good rain he will go around and take videos of all  
10 the swales so Soto can determine where those high spots are.

11 Ms. Hansen said she also needs to get with Mr. Gilbert to move some of the flush  
12 valves into the swale on Venus because they are currently in the middle of the property  
13 along with a couple of others. She continued that one is over on one of the roads off of  
14 Newport where it needs to be closer to the rip rap than it is. There are three that need to  
15 be changed which she will address with Mr. Gilbert after the New Year.

16  
17 Mr. Dorrill said it is his understanding that the sidewalk pressure cleaning has been  
18 complete. Mr. Baird confirmed that it was finished and that they did a good job.

19  
20 **C. Mosquito Control Cost Proposal**

21 Mr. Dorrill said they are still waiting on a proposal from the executive director of the  
22 mosquito control district.

23 **SUPERVISORS' REQUESTS AND/OR COMMENTS**

24 **A. Meeting with Commissioner LoCastro**

25 Mr. Dorrill asked Mr. Baird to give an update of their meeting they had last week with  
26 the Chairman of the County Commission, Commissioner LoCastro. They had discussed  
27 U.S. 41 Median Landscaping, asking the County to assume maintenance.

28 Commissioner LoCastro is going to look into it. They talked about boat trailer storage  
29 and the concern about parking in the grass on the Newport Drive side of the marina.

30 Commissioner LoCastro is also looking into that. They discussed a utility billing  
31 interlocal agreement with a higher level of service if they use who Collier County uses  
32 and he is also looking into that. They are not just waiting for a response. Mr. Dorrill  
33 added that on the boat trailer storage, they also asked him to have his staff do some  
34 research. They enclosed the south end of their parking lot with a chain-link fence and a  
35 gate and there have been some concerns in the community that it was not properly  
36 approved or permitted. The Boat trailer storage issue has two components to it.

37 Commissioner LoCastro asked Mr. Dorrill to memorialize their meeting with him  
38 because he is meeting this week with senior management at the County and would get  
39 back to Mr. Dorrill and Mr. Baird after the holidays. Mr. Dorrill sent him an email to  
40 memorialize the topics and issues they discussed as soon as the meeting was done.

1 **PUBLIC COMMENT**

2 Steve Gunther - Peacock Lane - Asked Mr. Baird why they did not discuss road  
3 maintenance with Commissioner LoCastro as they pay the same amount of taxes as the  
4 rest of Collier County and would like to see work being done with that. Mr. Dorrill said  
5 that the County's land development code requires the platting and subdivision of  
6 residential communities either through a master homeowners or single family or  
7 condominium association or a government district to be the party ultimately responsible  
8 for those. There are rare exceptions to that like Naples Park or Victoria Park in Naples  
9 because those communities precede the point and time that they had subdivision  
10 regulations. In the 70s in particular areas like Pine Ridge or Victoria park would come in  
11 to plat their community and the County Commission would require that they be built to  
12 their standards. The County Commission would then accept them for perpetual  
13 ownership and maintenance. All of that concluded in the 1980s when they adopted their  
14 first subdivision regulations. Mr. Dorrill said they have indicated to them that one of their  
15 interests would be long term for the County to consider acquiring the utility system here.  
16 Then the District would take the proceeds from the sale and bring all of the roads here,  
17 the residential streets, up to a standard where the County would consider taking them at  
18 that point. Mr. Dorrill said that was sort of the third item that they alluded to. He knows  
19 that Senior Utility Staff would covet the 1000 customer base in the District. The County's  
20 long range master plan has them building some sort of regional water and wastewater  
21 treatment facility at what is Six L's farms. Portions of that are in the urban area and that  
22 is going to be an opportunity to build one of these community villages similar to Ave  
23 Maria. Mr. Dorrill continued, the County is headed out the east trail and the fact that the  
24 utility plant here, for the most part, has been well maintained and operated and the  
25 customer base that comes with 1,000 customers is enticing to them. Mr. Dorrill said he  
26 thinks they are interested and Commissioner LoCastro seems to be. Mr. Gunther  
27 thanked Mr. Dorrill for the information and asked as an example if Fiddlers Creek  
28 operates their own road maintenance. Mr. Dorrill said Fiddlers Creek is post land  
29 development code, so they own and operate the residential streets through their CDD.  
30

31 Kathy Oswald - Sunset Cay - East side where the Marina is, there was a huge mound.  
32 Doesn't know if that was addressed. Mound was taken out; the critters are gone and it  
33 looks beautiful. She wants to thank whoever did the work.  
34

35 Diane Fisher - Newport Drive - Building at the entrance. Letters gone back and forth  
36 regarding zoning. Area cannot have live in housing for employees, but it can be used for  
37 multifamily dwellings like a condo. Mr. McNamee met with Tom, the owner of the hotel  
38 about that, and expressed to him the community would be very unhappy if a  
39 condominium went up there. Asked if he would be interested in selling the property to  
40 the CID. He wanted a lot of money for it at that time but Mr. McNamee does not think it  
41 is out of the realm of possibilities.  
42

1 There are 18 trailers in the hotel parking lot. Tom did not know whose trailer those were.  
2 Starting in January he is going to make a concerted effort to hire a company to tow  
3 those trailers out of there. Mr. McNamee went back through the documents from when  
4 the CID purchased a boat slip at the marina and it says for parking for the marina  
5 people can park in the hotel parking lot on the north side of the building or on the west  
6 side but it is on a first come first serve basis. Tom was not under the impression that  
7 that was a thing. Tom is going to start issuing passes so any car or trailer without a pass  
8 will be towed.

9 The County has sent their code enforcement people out. Carol Williams has been  
10 working with them on that. Mr. McNamee assured them that this stuff is going to be  
11 addressed. Mr. Dorrill said that the Chief Code Enforcement officer is going to be at the  
12 January meeting to talk specifically about code enforcement matters in this community  
13 in general but specifically regarding boat trailer storage.

14 Carol Williams - Wilderness – Stated that code enforcement is really important to the  
15 community. Ms. Williams said that she would like Mr. Dorrill's company to be the  
16 complainant. She said it has to be a person who is the complainant not a company or  
17 an HOA and you have to give them your email and phone number. Don Joseph from  
18 Collier County Code Enforcement has been assigned to the CID. Ms. Williams went on  
19 their portal and filled out a complaint about the marina. Mr. Joseph came out and they  
20 looked at the trash, at the huge dumpster. He is taking care of that. She said she does  
21 not want to be the complainant; she does not want it to be neighbor against neighbor.  
22 Mr. Joseph suggested having it be someone from the management company. Mr. Dorrill  
23 said that property managers are there to enforce deed restrictions not to file complaints.  
24 He said not doing the complaints follows the state statute governing CDD's. Mr. Dorrill  
25 said he is not going to sign an affidavit and a complaint against someone in the CID that  
26 is not his business.

27 Mr. Joseph is scheduled to be here next month, and Mr. Dorrill thinks the question to  
28 ask would be what sort of routine enforcement he is doing. He said code enforcement  
29 was in another community he manages two weeks ago. The community had paid a guy  
30 to paint the street sign poles and a code enforcement officer stopped the guy and asked  
31 to see the license of the man hired to paint the streetlight poles. Mr. Dorrill said he  
32 thinks this is a conversation that is better to have next month when Mr. Joseph is at the  
33 meeting. Asking what he does by way of patrolling and enforcing. Mr. Dorrill said he is  
34 not interested in signing affidavits involving complaints for things that he does not have  
35 any personal knowledge of. Ms. Williams asked Mr. Dorrill if he really considers that an  
36 affidavit. He said yes, in order for them to have a complaint to investigate you have to  
37 go to the portal on their website and fill it out and by giving them your name as the  
38 complainant you are attesting to the fact that you have personal knowledge of that  
39 complaint. Mr. McNamee asked Mr. Pires to give his legal opinion on this.

40 Mr. Pires said that the District Manager has the roles, duties, and functions to operate,  
41 maintain, and secure District assets and facilities. To the extent that something occurs  
42 or is taking place that adversely effects or has an impact on the system, facility, or  
43 operation of a District facility then it is properly within the realm of the District through its

1 District Manager to take necessary steps with appropriate authorities. If you have a  
2 boat, or trailer, or vehicle that is encroaching into a District right of way, easement,  
3 facility, structure, property or impacting any of the above then it is appropriate for the  
4 District to get involved with Code Enforcement. Otherwise his opinion is no because  
5 then you would be spending public funds for primarily private purpose. He continued;  
6 the Florida Constitution says governmental bodies can spend funds for primarily public  
7 purposes with an incidental private benefit. Mr. Dorrill said they did tell the  
8 Commissioner last week that in the case of boat trailer storage that is either adjacent to  
9 their road right of way or in the road right of way that he was prepared to file complaints  
10 on behalf of the District for Code violations. He said this to affirm what Mr. Pires was  
11 just saying.

12 The District needs to have an interest in the issue opposed to just anything within the  
13 code like noise, unleashed dogs, permits, or other activities that you may be having  
14 within your private residence that is in violation with the County's ordinances. Mr.  
15 McNamee summarized that it is the District Attorney's opinion that the CID does not get  
16 involved with what is happening on an individual's private property, only what happens  
17 on CID facilities, easements, or ownership. Ms. Williams said that she went on the  
18 POICID website and it lists statutes 189 and 190 that say that the CID can be the  
19 complainant. She said that they used to pay an employee from Premier District  
20 Management \$1,000-\$2,000 a month to drive around the District and find issues to  
21 submit complaints about. She told Mr. Dorrill to pay someone from his company to drive  
22 around, find code enforcement issues, and report them to Don Joseph to be the  
23 investigator.

24 Mr. Pires clarified that not all aspects of chapter 189 apply to CIDs. Each section has to  
25 be read because some will say these do not apply to CIDs. Some of chapter 189 apply  
26 to dependent Districts. He said that its charter is chapter 190. In looking at 190 right  
27 now, Mr. Pires does not see the language that says they have the power to engage in  
28 code enforcement. Mr. McNamee said he read chapter 190 himself after speaking to  
29 Ms. Williams previously and was cloudy on it. Ms. Williams directed Mr. Pires to go  
30 down to 190 012.4. Mr. Pires said that does not apply, it is very specific and 4 is about  
31 enforcement of deed restrictions and you have to go through all the steps, that is not  
32 code enforcement. Ms. Williams said when she reads under D which would be 190.012  
33 under 4D it says "The owners of property located outside the boundary of the district  
34 shall elect an advisor to the district board pursuant to paragraph (e). The sole  
35 responsibilities of the district board advisor are to review enforcement actions proposed  
36 by the district board against properties located outside the district and make  
37 recommendations relating to those proposed actions." Mr. Pires said that this is under  
38 the section about deed restrictions, not having to do with code enforcement.

39 Ms. Williams said that she is asking the Board to ask the management company to have  
40 an employee be the complainant. She said that she has talked to other CIDs and they  
41 say the management company is responsible to help you manage your property, it  
42 shouldn't be neighbor against neighbor. She said if there is not a Board member who  
43 wants to be the complainant then she is asking the management company to have an

1 employee be the complainant, but it has to be an individual from the company with a  
2 name and a phone number. Mr. Dorrill restated that he thinks the better approach is to  
3 wait until next month to ask Mr. Joseph how they, as part of their duties and  
4 responsibilities, patrol and enforce the codes during the course of their normal business  
5 in addition to complaints that may be filed. Ms. Williams said that Mr. Joseph cannot  
6 help them with trailers, and boats, and things that make the community unattractive  
7 without a complaint.

8  
9 Joel Levy - Winward Cay - Asked if they are allowed to have a committee of residents  
10 that can report to someone who can then make the complaint on their behalf. The issue  
11 is that a lot of neighbors do not want to be the one to complain about their neighbors in  
12 fear of hurt feelings. Mr. Pires said the same perimeters apply regarding private vs.  
13 public property. Mr. Pires opinion is that if it is not on District interest property, the  
14 District has no role in calling in code enforcement complaints.

15  
16 Mr. Steve Gunther said a roofing project is going to begin at the beginning of the year  
17 which will result in loss of parking at the Orchid Cove Clubhouse building for the next 3-  
18 4 months. He wanted to give everyone a heads up that spots will be limited.

19  
20 Mr. McNamee said the boat parade was postponed until next Wednesday.

21  
22 Mr. McNamee brought up rtreet resurfacing. He said he would like to start looking at  
23 resurfacing 1-2 streets a year. \$200,000 a year is being brought in in revenue. He would  
24 like to use some of that on road improvements. He believes the worst part of the road is  
25 on Newport Drive especially the south side. An example of starting the work would be  
26 doing Newport Drive going south resurfacing in the summer. Then, the following  
27 summer, do the other side dependent on cost. Mr. Dorrill said that at Pelican  
28 Marsh/Tiburon the engineer does a survey and makes a priority list of roads to be  
29 resurfaced. Mr. Dorrill made a note that the ability to do that needs to be a part of the  
30 RFP process. Mr. Truckey asked if an interlocal agreement with the County would be  
31 possible. Mr. Dorrill said that is a great idea. Mr. Dorrill did a tag on as part of the bank  
32 services agreement and would think that the CID would be eligible if they have annual  
33 bids for milling and laying of hot asphalt the CID can see if they can get that same  
34 pricing on a unit price basis. Mr. Dorrill will explore that. Mr. McNamee would like to  
35 start that early summer when traffic is low. Mr. Dorrill said it needs to try to be done in  
36 the late summer/early spring before the rainy season. Mr. Truckey said the road at  
37 Stella Maris North does not look as good as it should because the rain kept washing it  
38 out as they were laying it down. Mr. Kish asked Mr. Dorrill if he has an idea of cost for  
39 this work. Mr. Dorrill said they do it on a linear foot basis depending on what the  
40 standard depth of the milling is. He said typically it would be milled down an inch or two,  
41 recycled, and then have virgin asphalt added to it. Mr. Dorrill said he would share more  
42 spec pricing information next month and share what they are doing at Pelican Marsh  
43 regarding price. Mr. Dorrill said the Oak Trees that are interfering with the roads will be



1 taken care of. They will go into the lime rock base, and chop out the roots The roots  
2 ultimately grow back but that is all part of the scope of services and specification.

3

4 An unidentified audience member asked if it would be possible for Newport Drive to get  
5 an expanded drive or sidewalk to be able to walk.

6

7 **ADJOURNMENT**

8 The next meeting will be January 19, 2024, at 9:30 a.m. **On a MOTION by Mr. Baird**  
9 **and a second by Ms. Hansen, with all in favor, the meeting was adjourned at 11:25**  
10 **a.m.**



## PROFESSIONAL SERVICES AGREEMENT

JEI Use Only:

Project No. \_\_\_\_\_  
Project Manager: \_\_\_\_\_

**THIS IS AN AGREEMENT** made as of December 14, 2023, between **Port of the Islands CID** ("CLIENT") and **JOHNSON ENGINEERING, INC.** ("CONSULTANT").

For **Raw Water Main Damage Assessment** (the "Project"), Section 3, Township 52, Range 28, Latitude 25.978300°, and Longitude -81.495000°.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering, surveying, planning, environmental consulting, landscape architecture and/or other related services ("Services") by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

### SECTION I - GENERAL

#### Notice to Proceed:

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT's written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, ("Scope of Services") and in the other exhibits listed below. This Agreement will become effective on the date first above written.

#### Standard of Care:

CONSULTANT shall perform for or furnish to CLIENT professional engineering and other related services for the Project to which this Agreement applies as hereinafter provided. CONSULTANT shall serve as CLIENT's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. CONSULTANT may employ such Sub-Consultants, as CONSULTANT deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

#### Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Agreement:** Agreement means this Agreement for Professional Services between CLIENT and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 6 of this Agreement.

**Services:** The services to be performed or furnished to CLIENT by CONSULTANT described in Exhibit A of this Agreement.

**Contractor:** The person or entity with whom CLIENT enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

**CONSULTANT'S Sub-Consultant:** The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT'S independent professional associate engaged directly on the Project.

**Reimbursable Expenses:** The expenses incurred directly in connection with the performance or furnishing of services for the Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit B "Compensation".

## **SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES & REIMBURSABLE EXPENSES**

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### **Compensation:**

For CONSULTANT'S services. CLIENT shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit B ("Compensation")

For Sub-CONSULTANT'S services. CLIENT shall pay CONSULTANT for services performed or furnished by CONSULTANT'S Sub-consultants on the basis set forth in Exhibit B.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT'S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

### **Invoices:**

Invoices for CONSULTANT'S services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amounts billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

### **Other Provisions Concerning Payments:**

Unpaid Invoices. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S invoice therefore, CONSULTANT may, after giving seven day's written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages to CLIENT because of such suspension. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT'S Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

Records of CONSULTANT'S costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. These records will be available to CLIENT during CONSULTANT'S normal business hours for a period of one (1) year after CONSULTANT'S final invoice. Copies will be made available to CLIENT at cost upon request.

## **SECTION 3 – REQUIRED ADDITIONAL SERVICES**

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### **Additional Services:**

Should the CLIENT request the CONSULTANT to provide and perform services for this project which are not set forth in Exhibit A, the CONSULTANT will provide and perform such Additional Services as may be agreed to in writing by both the CLIENT and CONSULTANT. Such Additional Services shall constitute a continuation of the services covered under this Agreement in accordance with the covenants, terms and provisions set forth in this Agreement and any amendment(s) thereto.

Additional Services shall be authorized as a Supplemental Agreement. The CONSULTANT will not provide or perform any additional services until a written Supplemental Agreement shall have been agreed to and executed by both the CLIENT and CONSULTANT. Each Supplemental Agreement shall set forth a detailed description of (1) the scope of the additional services requested; and (2) the basis of compensation.

## **SECTION 4 – CLIENT’S RESPONSIBILITIES**

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CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto:

Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONSULTANT'S services for the Project.

Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by CLIENT. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the Project as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the CLIENT is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Permitting time frames which may have been explained either in writing or verbally are based largely on experience with permitting of similar projects. Actual permit time frames can vary greatly. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

Noting, monitoring and/or advising the CLIENT of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the CLIENT's project.

Provide, as may be required for the Project: Accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as CLIENT may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

## **SECTION 5 – GENERAL CONSIDERATIONS**

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The obligation to provide further services under this Agreement may be terminated:

For Cause, by either party upon a thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be



reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

**By CONSULTANT:**

Upon seven (7) days written notice, if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT'S services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT'S control; or upon assignment of this agreement or transfer of the Project by CLIENT to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to CLIENT on account of such termination.

**By CLIENT:**

For convenience upon seven (7) days written notice to CONSULTANT, effective upon the receipt of CLIENT's notice by CONSULTANT.

**Reuse of Documents:**

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT'S Sub-Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and CONSULTANT and CONSULTANT'S Sub-Consultants, as appropriate, shall retain sole ownership and property interest therein (including the right of use, reuse, or modification) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the occupancy of the Project by CLIENT and others provided however, that all compensation due CONSULTANT has been paid in full. Such documents are not intended or represented to be suitable for use, reuse or modification by CLIENT or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT'S Sub-Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S Sub-Consultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S Sub-Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

**Insurance:**

CONSULTANT shall maintain the following minimum insurance types and limits.

- |    |                                  |                  |
|----|----------------------------------|------------------|
| 1. | Worker's Compensation:           | Statutory Limits |
|    | E.L. Each Accident               | \$ 1,000,000     |
|    | E.L. Disease – Each Employee     | \$ 1,000,000     |
|    | E.L. Disease – Policy Limit      | \$ 1,000,000     |
| 2. | General Liability (Occurrence):  |                  |
|    | Each Occurrence                  | \$ 1,000,000     |
|    | Fire Damage (any one fire)       | \$ 50,000        |
|    | Medical Expense (any one person) | \$ 5,000         |
|    | Personal & Adv. Injury           | \$ 1,000,000     |
|    | General Aggregate                | \$ 1,000,000     |
|    | Products Completion              | \$ 1,000,000     |
| 3. | Excess Umbrella Liability:       |                  |

	Each Occurrence:	\$	1,000,000
	Aggregate:	\$	1,000,000
4.	Automobile Liability:		
	Combined Single Limit		
	Each Accident	\$	1,000,000
5.	Professional Liability (Claims-made)	\$	1,000,000

CLIENT shall require their Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list CONSULTANT and CONSULTANT'S Sub-Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor, with the exception of professional liability coverage.

At any time, CLIENT may request that CONSULTANT, at CLIENT's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by CLIENT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense, and this Agreement will be supplemented to incorporate these requirements.

#### **Opinions of Probable Construction Cost:**

CONSULTANT'S opinions of probable Construction Costs, if provided, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as a professional engineer or surveyor generally familiar with the construction industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable construction costs, CLIENT shall employ an independent cost estimator.

#### **Betterment:**

If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

#### **Dispute Resolution:**

CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both CLIENT and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the CLIENT and CONSULTANT.

#### **Controlling Law:**

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between CLIENT and CONSULTANT arising out of this Agreement, CLIENT and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in the county where CONSULTANT'S principal place of business is located.

**Force Majeure:**

CONSULTANT is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT. In any such event, CONSULTANT'S fees and schedule shall be equitably adjusted.

**Successors and Assigns:**

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither CLIENT nor CONSULTANT may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by CONSULTANT to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than CLIENT and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party, unless agreed in writing by CLIENT and CONSULTANT. The CLIENT agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

**Consequential Damages:**

To the maximum extent permitted by law, CONSULTANT and CONSULTANT'S officers, employees and sub-consultants shall not be liable for CLIENT'S special, indirect or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict of statutory liability or any other cause of action. In order to protect CONSULTANT against indirect liability or third-party proceedings, CLIENT will indemnify CONSULTANT for any such damage.

**Allocation of Risks-Indemnification:**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees from and against any and all claims, costs, losses and damages (to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and CONSULTANT'S Sub-Consultants in the performance and furnishing of CONSULTANT'S services under this Agreement. This indemnification is subject to and limited by the paragraph entitled "CONSULTANT'S Limited Liability" in this Agreement.

To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT'S officers, directors, partners, employees and agents and CONSULTANT'S Sub-Consultants from and against any and all claims, costs, losses and damages caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT'S Sub-Consultants from and against all claims, costs, losses, and damages caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

**Responsible Party:**

PURSUANT TO §558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

**Notices:**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**Survival:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**Severability:**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**CONSULTANT'S Limited Liability:**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents and CONSULTANT'S Sub-Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, agents or CONSULTANT'S Sub-Consultants or any of them, shall not exceed \$25,000.00.

Dollar Amount

**SECTION 6 - EXHIBITS**

This Agreement is subject to the provisions of the following Exhibits (if checked) attached hereto and made a part of this Agreement:

Exhibit A ☒ "Scope of Services"

Exhibit B ☒ "Compensation"

Exhibit C ☐ "Construction Observation Services"

Exhibit D ☒ "Special Provisions"

This Agreement (consisting of Pages 1 through 8, inclusive and the Exhibits identified above) constitutes the entire Agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument signed by CLIENT and CONSULTANT.

**IN WITNESS WHEREOF**, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand and agree to the business terms and conditions contained herein, including the CONSULTANT'S Limited Liability printed on Page 7 of this Agreement.

**CLIENT:**

**CONSULTANT:**

**Port of the Islands Community  
Improvement District**

**JOHNSON ENGINEERING, INC.**

Signature

By: **Neil Dorrill**

Name Typed or Printed

Title: **President**

Address for giving notices:

Port of the Islands CID c/o Dorrill Mgmt. Group

2672 Strand Court, Suite 1

Naples, FL 34110

Phone: (239) 592-9115

Email: [Neil@dmgfl.com](mailto:Neil@dmgfl.com)

Signature

By: **Jared R. Brown, P.E.**

Name Typed or Printed

Title: **Branch Manager**

Address for giving notices:

Johnson Engineering, Inc.

2122 Johnson Street

Fort Myers, Florida 33901-3408

Phone: (239) 334-0046

Email: [jrb@johnsoneng.com](mailto:jrb@johnsoneng.com)

**ATTEST:**

Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Notary Public

Name typed, printed or stamped (Seal)

\_\_\_\_ Personally Known OR

\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

## Exhibit A

Exhibit A consisting of one (1) page(s) referred to in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated December 15, 2023.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### **SCOPE OF SERVICES**

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#### BACKGROUND:

The Port of the Islands Community Improvement District draws water for treatment and distribution from a wellfield northeast of the POI Utility Site located at 12700 Union Road. The raw water main is 6" AC, approximately 2 miles long, and has received damage from hurricane floodwaters, heavy equipment, and potentially other sources. CLIENT wishes to assess the condition of the raw water main and potential costs for repair and/or replacement.

#### PROFESSIONAL SERVICES OF THE CONSULTANT:

CONSULTANT will review previously performed investigations of the raw water pipeline and make follow-up site visits as necessary to summarize the apparent defects. CLIENT will provide copies of relevant reports and permits. Based on the documented condition of the pipeline, CONSULTANT will develop an estimated cost to make repairs or replace the pipe in-kind. Based on CLIENT provided information and historical permits, CONSULTANT will explore CLIENT's ability to elevate and expand the existing access road.

#### SUB-CONSULTANT SERVICES:

None

## Exhibit B

Exhibit B consisting of **two (2)** page(s) referred to in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated December 15, 2023.

Initial:  
CLIENT \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### COMPENSATION

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#### Definitions:

**Lump Sum (LS):** Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided, and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

**Time and Materials (T&M):** For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. The amount payable for the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A will be the amount billed to CONSULTANT times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

**Not-To-Exceed (NTE):** For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Not-To-Exceed compensation established and agreed to.

**Estimated Fees:** CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of compensation for such Services, and either CLIENT shall accede to such compensation exceeding said estimated amounts or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.



For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the CLIENT shall compensate the CONSULTANT as follows:

<b>TASK</b>	<b>ITEM</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
1	Raw water main assessment	25,000	T&M
<b>TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:</b>		<b>\$25,000.00</b>	<b>T&amp;M</b>

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the CLIENT shall compensate the CONSULTANT as follows:

<b>TASK</b>	<b>SUB-CONSULTANT</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
		\$	
<b>TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:</b>		<b>\$</b>	

For reimbursable expenses of CONSULTANT, the CLIENT shall compensate the CONSULTANT as follows:

<b>REIMBURSABLE EXPENSES</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	\$	
<b>TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:</b>	<b>\$</b>	

<b>TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS &amp; REIMBURSABLE EXPENSES:</b>	<b>\$25,000.00</b>	<b>T&amp;M</b>
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## CONSULTANT'S HOURLY RATE SCHEDULE September 6, 2023

### **Professional**

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

### **Technician**

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

### **Administrative**

3	\$105
2	\$94
1	\$77

### **Field Crew**

4-Person	\$270
3-Person	\$231
2-Person	\$182

### **Equipment**

StarVac Truck	\$132 per hour
Hydrographic Survey Equipment	\$110 per hour
20' Skiff	\$27.50 per hour
Jon Boat	\$11 per hour
Other Equipment on Separate Schedule	

### **Expert Witness**

\$440

### **Reimbursable Expenses and Sub-Consultants**

Cost + 10%

### **Construction Engineering and Inspection (CEI) Services**

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77

## Exhibit D

Exhibit D consisting of **two (2)** page(s) referred to in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated **December 15, 2023**.

Initial:  
CLIENT \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### **SPECIAL PROVISIONS**

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#### **ADDITIONAL CONTRACT PROVISIONS**

1. Within three (3) days of the date of execution of this Agreement, and prior to the issuance of a Notice To Proceed, Contractor shall furnish District with Certificates of Workers' Compensation, General Liability, and vehicle policy limits, as follows:

- A. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Managers; Products and Completed Operations and Contractual Liability.
- B. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in Compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. There shall be a thirty (30) day written notification to District in the event of cancellation or modification of any insurance coverage. The District shall be listed as the Certificate Holder and included as an Additional Insured on the Comprehensive General Liability Policy, and Contractor shall have the insurance carriers deliver copies of such Certificate(s) to the District.

2. **PUBLIC RECORDS**

- A. PUBLIC RECORDS—In addition to any other right or termination that the District possesses, the District shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Dorrell Management Group, 239-592-9115; [neil@dmgfl.com](mailto:neil@dmgfl.com); 5672 Strand Court, Suite 1, Naples, FL 34110.

- B. PUBLIC RECORDS FURTHER COMPLIANCE—The Contractor agrees to comply with Florida's public records laws, specifically to:
  - i. Keep and maintain public records required by the District to perform the service.

- ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the chapter or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the District.
  - iv. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
3. **E-Verify:** Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor 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 Contractor 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 Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor 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 Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but Contractor otherwise complied with its obligations hereunder, District shall immediately promptly notify the Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in the Agreement to the contrary, District may immediately terminate the Agreement for cause if there is a good faith belief that Contractor 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, Contractor represents that no public employer has terminated a contract with Contractor 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 Contractor.

## Office

---

**From:** Neil Dorrill  
**Sent:** Tuesday, January 9, 2024 10:33 AM  
**To:** Office  
**Subject:** FW: Utility Analysis Rate Proposal, Port of the Islands CID

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

**From:** Robert Ori <[rori@raftelis.com](mailto:rori@raftelis.com)>  
**Sent:** Monday, January 8, 2024 10:29 AM  
**To:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Subject:** Re: Utility Analysis Rate Proposal, Port of the Islands CID

Neil  
 My goal was to get you a proposal to do the rate analysis this week. Is a top priority for the week! Thanks, Rob

---

**From:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Sent:** Monday, January 8, 2024 10:25 AM  
**To:** Robert Ori <[rori@raftelis.com](mailto:rori@raftelis.com)>  
**Cc:** Matthew Ori <[mori@raftelis.com](mailto:mori@raftelis.com)>  
**Subject:** RE: Utility Analysis Rate Proposal, Port of the Islands CID

**CAUTION: EXTERNAL EMAIL!**

Rob: Good morning and Happy New Year. Can you give me an update on our request for a proposal for the above reference? Thanks

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

**From:** Robert Ori <[rori@raftelis.com](mailto:rori@raftelis.com)>  
**Sent:** Wednesday, December 20, 2023 11:59 AM  
**To:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>

**Cc:** Matthew Ori <[mori@raftelis.com](mailto:mori@raftelis.com)>

**Subject:** Rate Proposal

Neil

Sorry I have not been responsive to your request for a rate proposal. I have not forgotten about it, but it has been a little hectic trying to get projects completed by year end - when it rains it seems to be pouring!

I will try to get something to you by the New Year if that is ok. I am out of town for the rest of year beginning tomorrow.

Hope you have a nice holiday.

Thank you. Rob Ori

**Robert J. Ori** Executive Vice President

O 407 628 2600 M 321 436 4121 E [rori@raftelis.com](mailto:rori@raftelis.com)

[raftelis.com](http://raftelis.com)

## Disclaimer

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Neil

## Office

---

**From:** Neil Dorrill  
**Sent:** Wednesday, January 10, 2024 3:44 PM  
**To:** Office  
**Subject:** FW: Merchant as a Service - Online Payments

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

**From:** [charity@munibilling.com](mailto:charity@munibilling.com) <[charity@munibilling.com](mailto:charity@munibilling.com)>  
**Sent:** Friday, January 5, 2024 1:15 PM  
**To:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Cc:** Leigh Briant <[Leigh@dmgfl.com](mailto:Leigh@dmgfl.com)>; 'Kimberly Wrenn' <[kim@munibilling.com](mailto:kim@munibilling.com)>; 'Seth Lessans' <[seth.lessans@munibilling.com](mailto:seth.lessans@munibilling.com)>  
**Subject:** Merchant as a Service - Online Payments

Neil,

It was a pleasure speaking with you yesterday. I wanted to provide you with an update regarding the integration of our new merchant processor, as discussed during our recent conversation.

As of now, the integration process is taking longer than initially anticipated. Our team is actively working on the integration and is currently in the rigorous testing phase to ensure a seamless transition. While we had hoped to offer a more concrete update at this point, unfortunately, I do not have a specific ETA to share.

I sincerely apologize for any inconvenience this delay may cause, and I want to assure you that we are prioritizing the completion of this integration. We understand the importance of this process for our operations and, by extension, your expectations.

Rest assured, we are committed to providing you with regular updates as we progress, and we are doing everything in our power to expedite the integration process. We truly appreciate your patience and understanding during this time.

If you have any specific concerns or questions, please feel free to reach out. Thank you for your continued cooperation.

Thank You,

Charity Barrett  
Client Success Manager | MuniBilling  
P: (800) 259-7020  
[support@munibilling.com](mailto:support@munibilling.com)

## Office

---

**From:** Neil Dorrill  
**Sent:** Tuesday, January 9, 2024 11:41 AM  
**To:** Office  
**Subject:** FW: Info from Tony  
**Attachments:** GSCDD Contract Version 03.27 (002) RCVED 5.3.2019 app rev 5.7.19 redlined app 6.3.20 edits.docx; POICID opt in.docx

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

**From:** Kevin Carter <Kevin@dmgfl.com>  
**Sent:** Monday, January 8, 2024 10:23 AM  
**To:** Tony Pires <APires@wpl-legal.com>; Neil Dorrill <Neil@dmgfl.com>  
**Subject:** FW: Info from Tony

I have taken a run at the OPT IN for email communication from POICID to residents. It is attached(POICID opt in). Please let me know your thoughts in terms of sufficiency. Also attached is a sample received from Tony containing some of the language used in my document.

In terms of distribution, this was not completed to go out with the December utility bills. However, we can use Munibilling mailing partner to deliver this or send with February utility bills.

Thanks,

Kevi

**From:** Anna Lise Hansen <[rma@hvc.rr.com](mailto:rma@hvc.rr.com)>  
**Sent:** Sunday, January 7, 2024 4:31 PM  
**To:** Kevin Carter <[Kevin@dmgfl.com](mailto:Kevin@dmgfl.com)>  
**Subject:** Info from Tony

Hi Kevin,  
 The latest water bill was supposed to have a request for people's email and other contact info. You guys asked Tony for some language (an example)and he sent this to you and Neil. Can you tell me why nothing put together and sent out in the water bill to request info?  
 AnnaLise



## **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**

POICID is developing a community-wide email communication system to keep residents informed.

If you would like to OPT-IN to this communication system, please share your information below and send it to: **office@dmgfl.com**.

*\*Please be advised that POICID is subject to the Florida Public Records Law and your information is subject to disclosure to the public.*

**NAME:**

**POI ADDRESS:**

**CITY/STATE:** Naples, FL

**ZIP:** 34114

**PHONE:**

**EMAIL:**

Port of the Islands CID is subject to Florida's Public Records Law. Your account information is subject to disclosure to the public. You may be entitled to have this information exempt from public disclosure if there is a legal basis under Florida law to support an exemption or an exemption request. If you believe that you qualify for an exemption, please submit a written request for maintenance of such exemption outlining the statutory basis for such exemption. See Section 119.071(4)(d)4, Florida Statutes as an example.

***EXEMPTION REQUESTED IN WRITING:*** ☐ YES (ATTACH) ☐ NO

***QUALIFY FOR EXEMPTION:*** ☐ YES ☐ NO

***NOTE:*** In the event of a Public Records Request, you may be asked to confirm whether the stated basis for an exemption continues to apply.

Port of the Islands CID

FINANCIAL STATEMENTS

November 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 November 30, 2023**

**Assets**

	Operating	Water and Sewer	Total
<b>Current Assets</b>			
Checking Account - Operating	\$ 3,022,827.15	\$ 0.00	\$ 3,022,827.15
Checking - Water/ Sewer	0.00	804,525.54	804,525.54
Undeposited Cash (WS)	0.00	31,868.60	31,868.60
Accounts Receivable	0.00	51,338.82	51,338.82
Due To/From 001/202	0.00	(271,547.79)	(271,547.79)
Due To/From 001/202	271,547.79	0.00	271,547.79
Investments - Money Market Account	702,279.18	0.00	702,279.18
Prepaid Items	42,339.00	1.66	42,340.66
<b>Total Current Assets</b>	<u>4,038,993.12</u>	<u>616,186.83</u>	<u>4,655,179.95</u>
<b>Property and Equipment</b>			
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)
<b>Net Property and Equipment</b>	<u>0.00</u>	<u>8,446,210.87</u>	<u>8,446,210.87</u>
<b>Total Assets</b>	<u>\$ 4,038,993.12</u>	<u>\$ 9,062,397.70</u>	<u>\$ 13,101,390.82</u>

**Liabilities and Fund Balance**

	Operating	Water and Sewer	Total
<b>Current Liabilities</b>			
Accounts Payable	\$ 97,108.47	\$ 0.00	\$ 97,108.47
Other Current Liabilities	0.00	12,493.76	12,493.76
Utility Customer Deposits	0.00	20,502.50	20,502.50
<b>Total Current Liabilities</b>	<u>97,108.47</u>	<u>32,996.26</u>	<u>130,104.73</u>
<b>Long-Term Liabilities</b>			
<b>Total Long-Term Liabilities</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Liabilities</b>	<u>97,108.47</u>	<u>32,996.26</u>	<u>130,104.73</u>
<b>Fund Balances</b>			
Unreserved Fund Balance	3,854,392.70	9,007,551.59	12,861,944.29
Retained Earnings	87,491.95	21,849.85	109,341.80
<b>Total Fund Balance</b>	<u>3,941,884.65</u>	<u>9,029,401.44</u>	<u>12,971,286.09</u>
<b>Total Liabilities and Fund Balance</b>	<u>\$ 4,038,993.12</u>	<u>\$ 9,062,397.70</u>	<u>\$ 13,101,390.82</u>

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

November 30, 2023

**General Fund**

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
<b>Revenue</b>						
Interest Income	\$ 14,733	\$ 13,667	\$ 30,228	\$ 27,333	\$ 2,895	\$ 164,000
Special Assmnts- Tax Collector	106,548	37,963	113,892	75,926	37,966	455,558
Interest - Tax Collector	0	10	0	20	(20)	120
Special Assmnts-Discounts	0	(1,500)	(143)	(3,000)	2,857	(18,000)
Other Miscellaneous Revenues	(361)	833	0	1,667	(1,667)	10,000
<b>Total Revenue</b>	<b>120,920</b>	<b>50,973</b>	<b>143,977</b>	<b>101,946</b>	<b>42,031</b>	<b>611,678</b>

**Expenses**

<b>Administrative</b>						
P/R-Board Of Supervisors	500	500	1,000	1,000	0	6,000
Employment Taxes	38	33	77	67	10	400
P/R - Processing Fees	86	42	104	83	21	500
Profserv-Engineering	0	2,000	0	4,000	(4,000)	24,000
Profserv-Legal Services	2,155	2,083	4,374	4,167	207	25,000
Profserv-Mgmt Consulting Serv	3,990	3,750	7,740	7,500	240	45,000
Profserv-Property Appraiser	0	58	2,703	117	2,586	700
Auditing Services	0	292	0	583	(583)	3,500
Rentals & Leases	75	0	150	0	150	0
Postage And Freight	27	29	85	58	27	350
Insurance - General Liability	828	917	828	1,833	(1,005)	11,000
Printing & Binding	0	17	0	33	(33)	200
Legal Advertising	221	100	515	200	315	1,200
Special Services	375	333	1,125	667	458	4,000
Misc-Assessmnt Collection Cost	0	0	51	0	51	0
Misc-Assessment Collection Cost	2,131	600	2,131	1,200	931	7,200
Misc-District Website	200	200	400	400	0	2,400
Annual District Filing Fee	0	15	0	29	(29)	175
<b>Total Administrative</b>	<b>10,626</b>	<b>10,969</b>	<b>21,283</b>	<b>21,937</b>	<b>-654</b>	<b>131,625</b>

Unaudited

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

November 30, 2023

***General Fund***

	Current Period	Current Period		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget			
<u>Operations &amp; Maintenance</u>							
Contracts-Field Services	0	833	0	1,667	(1,667)	10,000	
Electricity-Streetlighting	2,163	2,167	4,293	4,333	(40)	26,000	
R&M-Renewal & Replacement	0	417	0	833	(833)	5,000	
R&M-Grounds	3,592	1,667	3,592	3,333	259	20,000	
R&M-Storm Water Drainage	0	333	0	667	(667)	4,000	
<b>Total Operations &amp; Maintenance</b>	<b>5,755</b>	<b>5,417</b>	<b>7,885</b>	<b>10,833</b>	<b>-2,948</b>	<b>65,000</b>	
<u>Landscape &amp; Irrigation</u>							
Contracts-Landscape	7,071	7,500	14,632	15,000	(368)	90,000	
Utility-Irrigation	0	1,250	0	2,500	(2,500)	15,000	
R&M-Irrigation	0	833	4,701	1,667	3,034	10,000	
<b>Total Landscape &amp; Irrigation</b>	<b>7,071</b>	<b>9,583</b>	<b>19,333</b>	<b>19,167</b>	<b>166</b>	<b>115,000</b>	
<u>Lakes &amp; Ponds</u>							
Contracts-Lakes	185	133	185	267	(82)	1,600	
<b>Total Lakes &amp; Ponds</b>	<b>185</b>	<b>133</b>	<b>185</b>	<b>267</b>	<b>-82</b>	<b>1,600</b>	
<u>Roads &amp; Sidewalks</u>							
R&M-Signage	0	25	0	50	(50)	300	
R&M-Roads & Alleyways	0	750	0	1,500	(1,500)	9,000	
<b>Total Roads &amp; Sidewalks</b>		<b>775</b>		<b>1,550</b>	<b>-1,550</b>	<b>9,300</b>	

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

November 30, 2023

**General Fund**

	Current Period	Current Period	YTD	YTD	Variance	Annual Budget
	Actual	Budget	Actual	Budget		
<u>Mosquito Control</u>						
Contracts-Mosquito Treatment	3,900	917	7,800	1,833	5,967	11,000
Contracts-Mosquito Spray	0	1,667	0	3,333	(3,333)	20,000
R&M-Mosquito Control	0	42	0	83	(83)	500
<b>Total Mosquito Control</b>	<b>3,900</b>	<b>2,626</b>	<b>7,800</b>	<b>5,249</b>	<b>2,551</b>	<b>31,500</b>
<u>Capital Expenditures &amp; Projects</u>						
Capital Outlay	0	8,333	0	16,667	(16,667)	100,000
Contingency	0	21,471	0	42,942	(42,942)	257,653
<b>Total Capital Expenditures &amp; Projects</b>		<b>29,804</b>		<b>59,609</b>	<b>-59,609</b>	<b>357,653</b>
<b>Total Expenditures</b>	<b>27,537</b>	<b>59,307</b>	<b>56,486</b>	<b>118,612</b>	<b>(62,126)</b>	<b>711,678</b>
Other Financing Sources (Uses)						
<u>Other Sources</u>						
Use of Fund Balance	\$ 0.00	\$ (8,333)	\$ 0	\$ (16,667)	\$	\$ (100,000)
Other Financing Sources (Uses)						
<u>Other Sources</u>						
<b>Other Uses</b>						
<b>Revenue (Over) Under Expenses</b>	<b>\$ 93,383</b>	<b>\$ (1)</b>	<b>\$ 87,491</b>	<b>\$ 1</b>	<b>\$ 87,490</b>	<b>\$ 0</b>

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

November 30, 2023

## Water/Sewer

	Current Period Actual	Current Period		YTD Actual	YTD		Variance	Annual Budget
		Budget			Budget			
<b>Revenue</b>								
Interest Income	3,232 \$	1,583 \$	6,266 \$	3,167 \$	3,099 \$	19,000		
Water Revenue	0	7,083	0	14,167	(14,167)	85,000		
Sewer Revenue	0	10,417	0	20,833	(20,833)	125,000		
Irrigation Fees	0	12,917	0	25,833	(25,833)	155,000		
Meter Fees	0	583	0	1,167	(1,167)	7,000		
Special Assmnts- Tax Collector	242,983	86,895	259,792	173,790	86,002	1,042,738		
Interest - Tax Collector	0	35	0	70	(70)	420		
Special Assmnts-Discounts	0	(3,476)	(327)	(6,952)	6,625	(41,710)		
Other Miscellaneous Revenues	0	8	679	17	662	100		
<b>Total Revenue</b>	<b>246,215</b>	<b>116,045</b>	<b>266,410</b>	<b>232,092</b>	<b>34,318</b>	<b>1,392,548</b>		

## Expenses

<b>Administrative</b>								
P/R-Board Of Supervisors	500	500	1,000	1,000	0	6,000		
Employment Taxes	38	33	77	67	10	400		
P/R - Processing Fees	86	42	104	83	21	500		
Profserv-Engineering	4,205	2,000	4,205	4,000	205	24,000		
Profserv-Legal Services	2,155	2,083	4,374	4,167	207	25,000		
Profserv-Mgmt Consulting Serv	3,990	3,750	7,740	7,500	240	45,000		
Profserv-Property Appraiser	0	58	2,703	117	2,586	700		
Auditing Services	0	292	0	583	(583)	3,500		
Postage And Freight	0	17	0	33	(33)	200		
Insurance - General Liability	828	917	828	1,833	(1,005)	11,000		
Printing & Binding	0	17	0	33	(33)	200		
Legal Advertising	221	83	515	167	348	1,000		
Special Services	0	83	3,413	167	3,246	1,000		
Utility Billing Postage & Supplies	0	417	3,074	833	2,241	5,000		
Misc-Assessmnt Collection Cost	4,878	2,083	4,995	4,167	828	25,000		
Office Supplies	30	8	30	17	13	100		
Telephone - Utility Operations	309	333	616	667	(51)	4,000		
<b>Total Administrative</b>	<b>17,240</b>	<b>12,716</b>	<b>33,674</b>	<b>25,434</b>	<b>8,240</b>	<b>152,600</b>		

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

November 30, 2023

*Water/Sewer*

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

Water-Sewer Comb Services

Misc-Hurricane	6,175	0	13,273	0	13,273	0
Utility - Electricity	9,821	5,833	18,212	11,667	6,545	70,000
Contracts-Utility Operations	29,329	30,417	60,742	60,833	(91)	365,000
Contracts-Utility Billing	750	2,833	750	5,667	(4,917)	34,000
Contracts-Generator Maint	0	83	0	167	(167)	1,000
R&M-Lift Station	0	833	0	1,667	(1,667)	10,000
R&M-Potable Water Lines	1,106	833	6,384	1,667	4,717	10,000
R&M-Water Plant	0	3,333	3,349	6,667	(3,318)	40,000
R&M-Waste Water Plant	3,405	2,083	4,904	4,167	737	25,000
R&M-Sewer Lines	0	417	0	833	(833)	5,000
R&M-Instrumentation	1,147	417	1,297	833	464	5,000
Misc-Licenses & Permits	0	83	0	167	(167)	1,000
Compliance Sampling	1,392	1,667	2,783	3,333	(550)	20,000
Chemicals-Water Operations	3,601	2,500	5,534	5,000	534	30,000
Chemicals-Wastewater Operations	2,618	1,333	3,989	2,667	1,322	16,000
Sludge Disposal	0	1,250	0	2,500	(2,500)	15,000
Reserves - Water & Sewer System	0	20,000	0	40,000	(40,000)	240,000
<b>Total Water-Sewer Comb Services</b>	<b>59,344</b>	<b>73,915</b>	<b>121,217</b>	<b>147,835</b>	<b>-26,618</b>	<b>887,000</b>

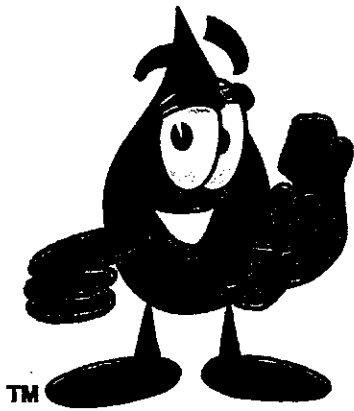
Capital Expenditures & Projects

Capital Outlay	0	29,412	89,668	58,825	30,843	352,948
<b>Total Capital Expenditures &amp; Projects</b>		<b>29,412</b>	<b>89,668</b>	<b>58,825</b>	<b>30,843</b>	<b>352,948</b>
<b>Total Expenditures</b>	<b>76,584</b>	<b>116,043</b>	<b>244,559</b>	<b>232,094</b>	<b>12,465</b>	<b>1,392,548</b>

<b>Revenue (Over) Under Expenses</b>	<b>\$ 169,631</b>	<b>\$ 2</b>	<b>\$ 21,851</b>	<b>\$ (2)</b>	<b>\$ 21,853</b>	<b>\$ 0</b>
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Unaudited





*Florida Utility  
Solutions*

## **PORT OF THE ISLANDS CID**

**DECEMBER 2023**

### **MONTHLY PLANT OPERATIONS REPORT**

**JANUARY 19TH, 2023, BOARD MEETING**

#### **Wastewater Plant**

Received and treated  
2.62 million gallons in  
December

#### **Water Plant**

Produced and  
distributed 3.71 million  
gallons in December

#### **REUSE**

Distributed 8.44 million  
gallons in December



#### **FLORIDA UTILITY SOLUTIONS**

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

239-435-0951

[www.floridautilitysolutions.com](http://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

## 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

- 2.62 million gallons of wastewater received and treated in December

Water Treatment

- Produced and distributed 3.71 million gallons in December

Reuse

- Distributed 8.44 million gallons in December

<b>Performance Metrics</b>	<b>Current Month December 2023</b>	<b>Prior Month November 2023</b>
Wastewater treated	2,623,584	2,593,072
Sludge disposed - gallons	6,000	0
Reclaimed Water Pumped	8,435,616	8,793,567
Odor Complaints	0	0
Number of line breaks	0	0
Auto Flushers Flushed	9	9
Meters Read	857	0
Meters Re-read	0	0
<b>Consumables</b>	<b>Current Month</b>	<b>Prior Month</b>
Chlorine Usage	970	980
Water Usage Complaints	0	0

## Maintenance and Repair

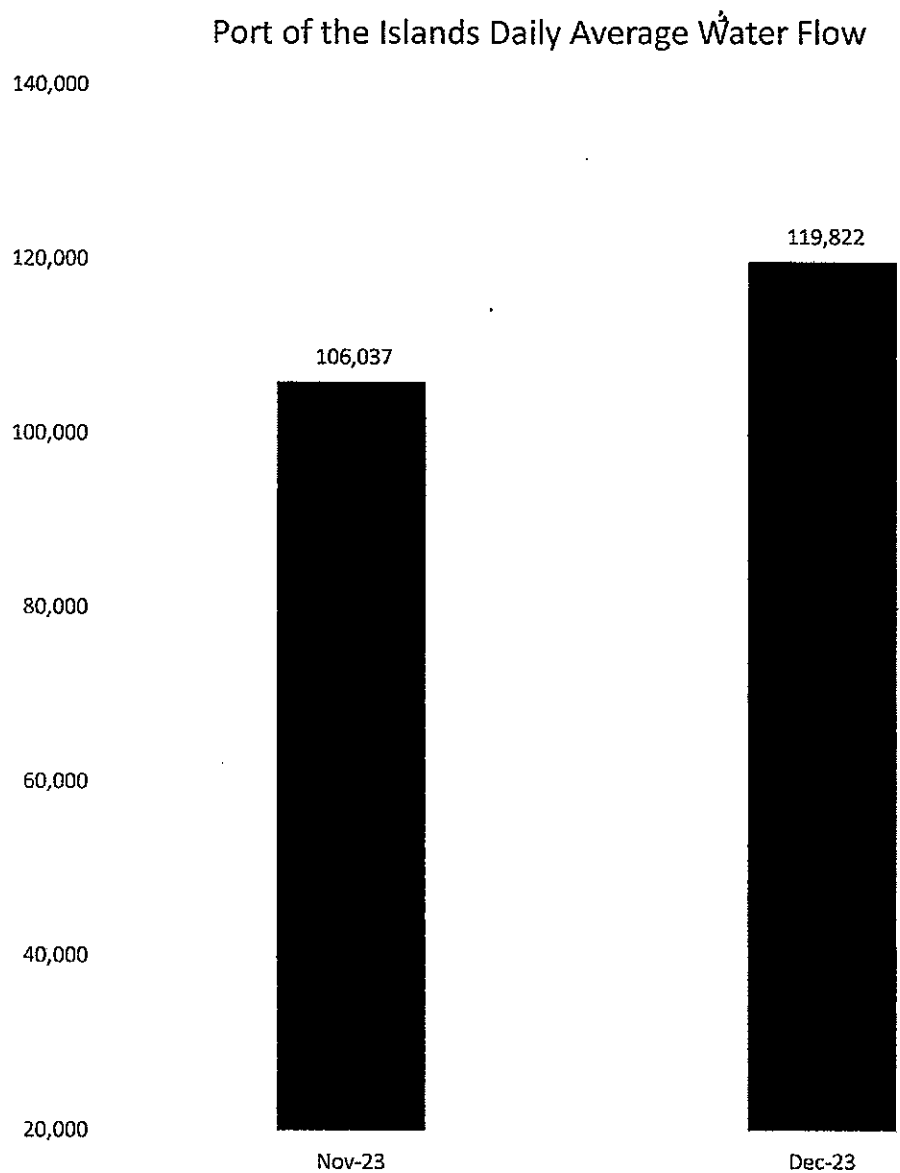
### Preventive Maintenance

- Inspected all pump stations weekly
- Odor control weekly checks performed
- Parts have been ordered for approved estimates
- Work has begun on plant upgrades and repairs that were previously approved

### Additional Maintenance

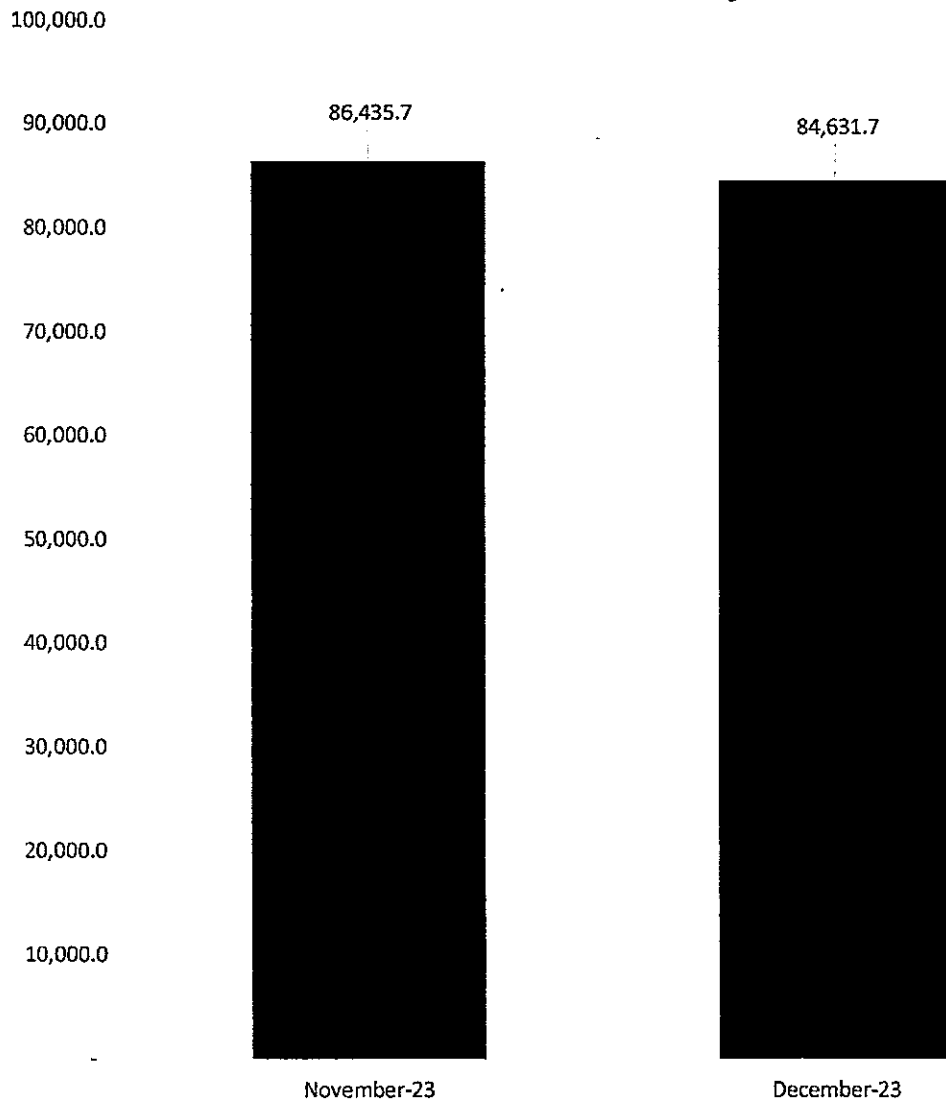
## Health & Safety

- 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



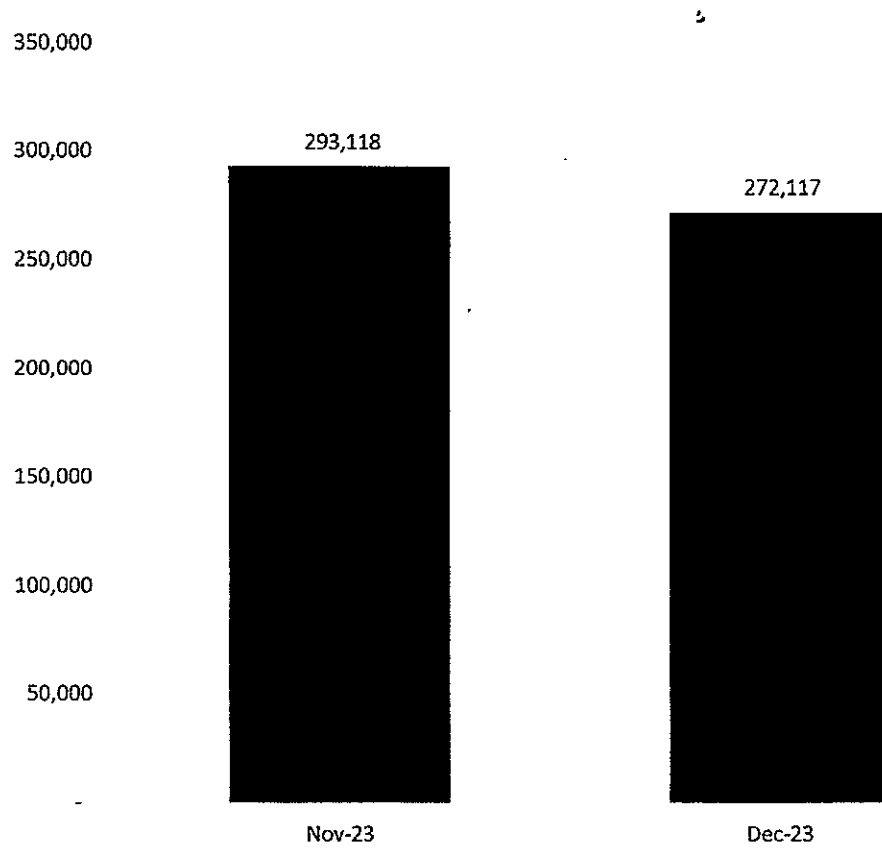
### Port of the Islands Drinking Water Monthly Flow Average

### 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

## Office

---

**From:** Neil Dorrill  
**Sent:** Tuesday, January 9, 2024 10:39 AM  
**To:** Office  
**Subject:** FW: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

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

**From:** Neil Dorrill  
**Sent:** Tuesday, January 9, 2024 10:39 AM  
**To:** Patrick Linn <PLinn@cmcd.org>  
**Cc:** Steve McNamee <Steve@poiflorida.com>; Keira Lucas <klucas@cmcd.org>; Rebecca Heinig <rheinig@cmcd.org>; Atom Rosales <ARosales@cmcd.org>; Nate Phillips <NPhillips@cmcd.org>; Kevin Carter <Kevin@dmgfl.com>  
**Subject:** RE: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Patrick: Happy New Year and best wishes for the upcoming Legislative Session in Tallahassee concerning your annexation proposals. In advance of their anticipated approval Port of the Islands remains interested in an interim service agreement on a interlocal or contractual basis similar to Ave Maria. You were going to meet with your staff to prepare a scope and estimate for our board to consider for implementation late this winter or early spring. Do you have an update that I can share with our board at their January meeting/ There meeting is scheduled for January 19<sup>th</sup>. Thanks in advance.

Neil Dorrill, District Manger  
 c/o Dorrill Management Group  
 5672 Strand Court, Suite #1  
 Naples, FL 34110  
 239-592-9115  
[neil@dmgfl.com](mailto:neil@dmgfl.com)

**From:** Patrick Linn <PLinn@cmcd.org>  
**Sent:** Monday, November 20, 2023 2:22 PM  
**To:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Cc:** Steve McNamee <[Steve@poiflorida.com](mailto:Steve@poiflorida.com)>; Keira Lucas <[klucas@cmcd.org](mailto:klucas@cmcd.org)>; Rebecca Heinig <[rheinig@cmcd.org](mailto:rheinig@cmcd.org)>; Atom Rosales <[ARosales@cmcd.org](mailto:ARosales@cmcd.org)>; Nate Phillips <[NPhillips@cmcd.org](mailto:NPhillips@cmcd.org)>  
**Subject:** RE: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Good afternoon Neil:

Our team met today (copied on this email) to discuss the proposed agreement between the POI HOA and CMCD. Specifically, we discussed:

- The current tools and best practices available to us in terms of an integrated approach to mosquito management in the POI to include various
  - Surveillance techniques and methods
  - Control options
- Use of drones in the POI for mapping and inspection, and perhaps even larviciding efforts
- Use of automated traps for real-time surveillance data
- Near and longer-term goals for the program
- The importance of setting realistic expectations about the proposed program among residents of the POI
- The public lands surrounding the POI, opportunities, and limitations
- District resources and logistics for the program

Prior to being able to present a “cost analysis”, we need to get further down the road in preparing an initial program plan. Our team expects to have an initial estimate for “a la carte” and program services within the next few weeks. If you have a December meeting, please let us know when that is, and we’ll try to have a presentation ready for the group. We could then engage in a Q and A regarding the whole initiative at that meeting, and refine same for an early 2024 start, assuming we reach a meeting of the minds to establish an agreement.

I hope this helps, and I look forward to having your commissioners meet our team and explore options together.

**Patrick Linn, MS, MSHAPI**  
*Executive Director*



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**From:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Sent:** Friday, November 17, 2023 2:48 PM  
**To:** Patrick Linn <[PLinn@cmcd.org](mailto:PLinn@cmcd.org)>  
**Cc:** Steve McNamee <[Steve@poiflorida.com](mailto:Steve@poiflorida.com)>  
**Subject:** RE: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Patrick: Thanks for the reply. Yes, the community remains interested and needs to get a handle on the budget component. Use whatever assumptions you feel are appropriate but we need some type of per treatment cost as this service level was not contemplated. Thanks. Talk soon.

Neil Dorrill, President



Dorrill Management Group  
5672 Strand Court, Suite #1  
Naples, FL 34110  
239-592-9115  
[neil@dmgfl.com](mailto:neil@dmgfl.com)

**From:** Patrick Linn <[PLinn@cmcd.org](mailto:PLinn@cmcd.org)>  
**Sent:** Friday, November 17, 2023 9:24 AM  
**To:** Neil Dorrell <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Cc:** Keira Lucas <[klucas@cmcd.org](mailto:klucas@cmcd.org)>; Jonathon Little <[JLittle@cmcd.org](mailto:JLittle@cmcd.org)>  
**Subject:** Re: Contract mosquito aerial spraying, Port of the Islands Community Improvement District

Good morning Neil:

Apologies for any confusion or unmet expectations.

Our team needs time to prepare a plan for you/the POI-HOA. I take the liberty presently to assume that the POI HOA wants to move forward quickly (based upon your email).

We'll be meeting first thing next week to discuss an integrated approach for the POI.

From there, we'll move forward with defining the financial side of things and providing well-defined expectations for the program - essentially what the residents can/should expect from the effort.

The CMCD team will be in touch asap regarding this matter. In the meantime, please send along any questions, and I'll turn them around quickly.

Last, we have our local bill proposing District expansion (to include the POI) filed in Tallahassee (509) is the number. We all have high hopes for passage of the bill in early 2024, which, as you know, will render the need for this effort short lived.

Keep in touch, and best for a pleasant day,

Patrick Linn  
Executive Director  
CMCD

Sent from my iPhone

On Nov 16, 2023, at 6:04 PM, Neil Dorrell <[neil@dmgfl.com](mailto:neil@dmgfl.com)> wrote:

Patrick: we have a board meeting tomorrow and I. Have indicated you are interested in moving forward. Please provide preliminary estimates at your earliest convenience. Thanks

Sent from my iPad

On Nov 6, 2023, at 7:12 AM, Patrick Linn <[PLinn@cmcd.org](mailto:PLinn@cmcd.org)> wrote:

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](mailto: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](mailto: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](mailto:neil@dmgfl.com)

**From:** Patrick Linn <[PLinn@cmcd.org](mailto:PLinn@cmcd.org)>

**Sent:** Friday, October 20, 2023 8:50 AM

**To:** Neil Dorrill <[Neil@dmgfl.com](mailto: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>

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239.434.4646 | Direct  
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**From:** Patrick Linn  
**Sent:** Thursday, October 19, 2023 3:37 PM  
**To:** Neil Dorrill <[neil@dmgfl.com](mailto:neil@dmgfl.com)>  
**Cc:** Keira Lucas <[klucas@cmcd.org](mailto: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](mailto: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  
[neil@dmgfl.com](mailto:neil@dmgfl.com)

**From:** Patrick Linn <[PLinn@cmcd.org](mailto:PLinn@cmcd.org)>  
**Sent:** Thursday, October 19, 2023 11:58 AM  
**To:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Cc:** Keira Lucas <[klucas@cmcd.org](mailto: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>

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**From:** Neil Dorrill <[Neil@dmgfl.com](mailto:Neil@dmgfl.com)>  
**Sent:** Thursday, September 28, 2023 4:32 PM



**To:** Patrick Linn <[PLinn@cmcd.org](mailto: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@dmgl.com](mailto:neil@dmgl.com)

**From:** Neil Dorrill  
**Sent:** Tuesday, September 12, 2023 10:21 AM  
**To:** 'plinn@cmcd.org' <[plinn@cmcd.org](mailto:plinn@cmcd.org)>  
**Cc:** Kevin Carter <[Kevin@dmgl.com](mailto:Kevin@dmgl.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  
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