



Port of the Islands

COMMUNITY IMPROVEMENT DISTRICT

February 23, 2026

MEETING AGENDA

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT REGULAR BOARD MEETING

Board of Supervisors Agenda for February 23, 2026

Agenda

Monday, February 23, 2026, 9:30 a.m.

Port of the Islands Sales Center,
24998 Tamiami Trail, Naples, FL 34114

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

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

1. Pledge of Allegiance
2. Roll Call/Approval of the Agenda
3. Public Comments
4. Approval of Minutes – January 2026
5. Utility Monthly Report
6. Manager's Report
 - a. Qualifying Notice
 - b. Surplus Property Auction
 - c. Methodology & Impact Fee Analysis
7. Financials – December 2025
 - a. FY 25 Audit
8. Attorney's Report
 - a. Public Hearing and Consideration of Rules of Decorum
9. Engineer's Report

10. Old Business

11. New Business

12. Supervisors' Request

13. Public Comments

14. Adjourn – Next meeting will be on March 20, 2026, at 9:30 a.m.

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

3 Public Meeting of the Board of Supervisors
4 January 16, 2026

5 The public meeting of the Port of the Islands Community Improvement District Board of
6 Supervisors was held on Friday, January 16, 2026, at 9:30 a.m. at the Port of the
7 Islands Resort Main Dining Room, 25000 E. Tamiami Trail, Naples, Florida 34114.

8 **SUPERVISORS PRESENT**

9 Steve McNamee, Chairman, via Zoom

10 Dan Truckey, Vice Chairman

11 Russell Kish, Supervisor

12 Kevin Baird, Supervisor

13 Anna-Lise Hansen, Supervisor

14 **ALSO PRESENT**

15 Neil Dorrell, Manager, Dorrell Management Group

16 Zachary Lombardo, District Counsel

17 Matt Gilinsky, Florida Utility Solutions

18 **PLEDGE OF ALLEGIANCE**

19 The pledge of allegiance was recited in unison.

20 **ROLL CALL/APPROVAL OF AGENDA**

21 Four supervisors were present in person, establishing a quorum. Mr. McNamee
22 participated via Zoom. The meeting was convened at 9:30 a.m. The meeting was also
23 properly noticed. The notice and affidavit are on file with the District Office at 5672
24 Strand Court, Naples, FL 34110.

25 Mr. McNamee asked how many HOA board members were present representing their
26 boards. Mr. Lee was representing the Villages of Stella Maris along with Supervisor
27 Truckey. Deborah Jansen was present for Sunrise Cay. No other HOA or condominium
28 presidents were in attendance. Chip Condon from the 2100 Building was on Zoom.

29 **The agenda as presented and Mr. McNamee's full participate via Zoom citing**

1 **extenuating circumstances were approved on a MOTION by Ms. Hansen, a**
2 **second by Mr. Truckey, and all in favor.**

3 **PUBLIC COMMENTS**

4 **A. Rose Jarris - Orchid Cove**

5 Ms. Jarris provided a letter circulating around the community that she initiated regarding
6 issues she sees with the Board. She stated that water rates should not be increased
7 without a spending plan, and that it is fiscally irresponsible to implement rate increases
8 without an infrastructure plan identifying how the funds will be used. She also
9 commented on gates, citing Reflection Lakes as a gated community ranked number four
10 for threats, theft, and robbery, noting that issues can occur in any community. She
11 urged the Board to prioritize infrastructure before spending money on clubhouses or
12 gates. She indicated the letter is gathering signatures throughout the community and
13 has not yet been finalized. Mr. Dorrill responded that the utility rate structure is based on
14 a civil engineer's capital improvement plan, which has been updated and will be
15 updated again to include the new utility crossings on the US 41 bridge, as discussed at
16 last month's meeting. He stated the utility and recent investments, including new disc
17 filters and several hundred thousand dollars' worth of work, are included in that plan. He
18 added that the rate increase was workshopped through four public meetings and
19 presentations. Mr. Lombardo clarified with Ms. Jarris that the letter is still a draft, not yet
20 finalized, and has not yet been sent.

21 **B. Mike Thompson - Newport Cay**

22 Mr. Thompson stated that he began conversations on Nextdoor several weeks ago and
23 questioned why utility bills had increased. He referenced the bills directing customers to
24 the website for more information but said he could not find an explanation there. He
25 asked why there was an increase. Mr. Dorrill responded that there were four public
26 meetings over the past year, and the Board hired one of Florida's most recognized utility
27 rate consultants to present and prepare the analysis. He explained the change was
28 driven by the fact that the utility system had historically operated under a subsidy model,
29 with costs offset through non-ad valorem assessments on the tax bill. With the change,
30 tax bills decreased by nearly \$1,200. Mr. Thompson stated his decreased by \$800. Mr.
31 Dorrill noted that other taxing entities have increased their assessments and that the
32 Port is now annexed into the Mosquito Control District. He added that the Board
33 adopted a new base rate structure as part of a business and consumption model
34 commonly used by utilities.

1 Ms. Hansen stated that the non-ad valorem assessment was previously \$1,899.63 and
2 is now \$721.26, reflecting a savings of \$1,178.37. She noted the meter rate now
3 included on the water bill is \$1,542, resulting in a difference of \$363.63, or \$30.30 per
4 month. Mr. Kish noted his fire tax alone increased by \$400. He explained that
5 transitioning to a consumption model was necessary for the County to consider taking
6 over the District utilities, as they would not evaluate the system while it remained on the
7 tax bill, and that was the primary motivation. He referenced an average monthly water
8 bill from Lely of \$301, noting District billing is bi-monthly and rates are comparable to
9 the rest of the County. Ms. Hansen also clarified that non-ad valorem taxes are not
10 deductible.

11 Ms. Hansen addressed criticism of the Board on Nextdoor and the spread of false
12 information. She noted a claim that FEMA grants were not pursued, when in fact Mr.
13 Truckey actively works to secure such grants. She expressed appreciation for residents
14 who attempt to provide accurate information and encouraged others to contact Board
15 members or Mr. Dorrill directly rather than relying on Nextdoor. Mr. Dorrill's personal
16 phone number is publicly available.

17 Mr. Thompson also stated that at a CID meeting several years ago he was told he did
18 not have the right to vote because he is not a Florida resident, as he resides in North
19 Dakota for part of the year. He encouraged making seasonal residents feel welcome
20 and that they have a voice even if they cannot vote. Ms. Hansen assured him that no
21 one on the current Board shares the view that his voice does not matter.

22 **C. Katherine Kehlmeier - Newport Drive, Sunset Cay Lakes**

23 Ms. Kehlmeier followed up on comments from last month and reviewed Ms. Hansen's
24 tax bill as she had previously done with Mr. McNamee's. She stated that Ms. Hansen's
25 and Mr. McNamee's were comparable, and that for single-family homes the difference
26 between 2024 and 2025 taxes was \$81.59. She stated that when factoring in the new
27 structure and \$128.63, or \$36.38, single-family home taxes only increased by \$81.59.
28 She noted that condominiums, however, used to be assessed 0.8 and are now being
29 assessed at 1.0 resulting in an increase of \$362.19. She stated this increase is unfair to
30 condominium owners and too significant, and that condominiums should not be
31 compared to single-family homes. Ms. Hansen responded that the prior water billing
32 structure was not fair for everyone. The purpose was to make water meter charges fair
33 and equitable for all.

APPROVAL OF MINUTES - DECEMBER 2025

The minutes were accepted as presented on a MOTION by Mr. Truckey, a second by Ms. Hansen, and all in favor.

UTILITY OPERATIONS SUMMARY

Operations at the facilities throughout the month were conducted in accordance with contract and regulatory requirements. All wastewater plant and water distribution requirements were met. The reuse pump system is functioning properly. The canal pump station had been operating on two pumps but is currently down to one, as one unit tripped and has not reset since the last meeting. The system received and treated 3.06 million gallons of wastewater. In December, 2.93 million gallons of drinking water were produced and distributed, and 9.57 million gallons of reuse water were distributed. All pump stations were inspected weekly and odor control checks were performed. A total of 20,000 gallons of sludge were disposed of. One line break was repaired. Usage totaled 665 gallons of chlorine. The 75-horsepower reuse motor remains out for repair; the pump end was expected to arrive this week with installation anticipated next week. A temporary diesel backup pump was installed after the canal pump went down, providing sufficient emergency pumping capacity in place of the 75-horsepower unit at the plant. Rehabilitation of the Newport master lift station is underway.

Mr. Dorrill requested an update on the right-of-way permit for the upcoming project to replace the US 41 bridge crossing. Mr. Gilinsky stated he has not been involved in that permitting process and did not have an update. Mr. Dorrill requested that he coordinate with District Engineer Jared Brown. Mr. Dorrill noted Mr. Brown believes a permit will be required even though the work is replacement in nature and emphasized the importance of staying on top of the matter.

Mr. McNamee stated that comments circulating on Nextdoor and through public discussion suggest the District has not been maintaining the water treatment plant infrastructure and asked Mr. Gilinsky to respond. Mr. Gilinsky stated both the water and wastewater treatment plants have received substantial maintenance and upgrades recently and that he has not been denied requests for necessary work. He described the facility as producing high-quality water and noted the wastewater plant is operating at roughly half of its capacity. Mr. Dorrill added that in just over two years approximately \$500,000 has been invested, including new filters, pump station rehabilitations, replacement of the raw water main, and the upcoming US 41 bridge crossing project.

1 He stated capital replacement and upgrades are likely to total about \$1 million over two
2 years.

3 Mr. Truckey stated it is disheartening that some community members believe the plants
4 are not being maintained, noting extensive work including grant-funded improvements.
5 He cited installation of a new computer control system costing nearly \$100,000 and
6 replacement of a wellfield diesel generator through grant funding after the previous unit
7 failed. He noted that when he joined the Board the sewer plant operated only on one
8 side and at limited capacity, whereas both sides are now operating. Mr. Gilinsky
9 confirmed the plant is now running at optimal capacity. Utility staff cleaned membranes,
10 completed overhauls, and implemented a new SCADA system allowing tighter
11 operational parameters and remote monitoring and control. He stated the system could
12 be operated via phone if necessary and that Starlink was installed recently due to
13 reliability issues with CenturyLink, improving emergency communication. Ms. Hansen
14 confirmed the SCADA system provides alerts for leaks and operational anomalies. Mr.
15 Gilinsky explained alarms are triggered by abnormal flow rates, allowing adjustments to
16 maintain system pressure and prevent excessive water loss, noting the system
17 represents a significant improvement over prior capability. Mr. Kish asked whether
18 residents could tour the facility, and Mr. Gilinsky responded that tours are welcome.

19 Mr. Truckey noted that in evaluating system vulnerabilities, the sand filter was identified
20 as a critical weakness due to maintenance demands. The Board subsequently installed
21 a disc filter that can be cleaned and returned to service within hours. Mr. Gilinsky
22 explained the disc filter can handle greater flow volumes and prevent overflow during
23 flooding events when surface water enters the system. He added that the sand filter
24 remains as a backup because it can operate without power, providing redundancy that
25 previously did not exist.

26 Mr. Truckey also stated the District began participating in LMS meetings and secured
27 representation on the LMS board, allowing access to FEMA-related funding pools. He
28 reported the District scored highly in grant ranking for a water storage tank project
29 addressing storm resilience concerns. The grant application has progressed through
30 state and federal review and awaits FEMA funding approval for installation of a
31 250,000-gallon storage tank. He noted significant improvements have been completed
32 that had not previously been undertaken.

33 Mr. Dorrill stated early discussions are underway with utility staff regarding evaluation of
34 a wastewater surge tank to improve operational efficiency by balancing peak flow
35 periods.

1 Mr. Lombardo noted FEMA grants are among the slowest funding sources but ultimately
2 worthwhile, citing examples of multi-year delays experienced by other jurisdictions. He
3 stated the District is pursuing SRF funding through Florida Rural Water for faster access
4 to capital and emphasized leveraging state and federal funding to minimize costs to
5 residents.

6 Ms. Jarris clarified her earlier comments were not intended to suggest infrastructure
7 was neglected but rather expressed concern about transparency regarding
8 expenditures. Mr. McNamee responded that rate adjustments were necessary to
9 address prior under-budget billing and reduce deficit spending based on consultant
10 recommendations.

11 Mr. Truckey discussed additional challenges, including saltwater intrusion over the weir
12 following changes related to Everglades restoration flow patterns. He stated intrusion
13 affects freshwater infrastructure and increases operational costs. He explained backup
14 canal pump stations support fire suppression systems and are not designed for
15 saltwater exposure. Potential solutions include desalination infrastructure or expansion
16 of the wellfield, both requiring regulatory approvals. Consultations with DEP are
17 ongoing.

18 An audience member asked whether raising the weir had been considered. Mr. Truckey
19 stated discussions have occurred with South Florida Water Management and the Army
20 Corps of Engineers, but assistance has not been provided. He referenced pending grant
21 funding for well piping upgrades and noted comparisons to other funded regional
22 projects. He emphasized the Board's goal is maintaining system reliability while
23 remaining fiscally responsible and noted the District ended the prior year approximately
24 \$500,000 under budget. Mr. Dorrell added that a mid-year rate structure review
25 workshop is scheduled for April prior to preparation of the FY 2027 budget.

26 Mr. McNamee stated his taxes are currently lower than when he first moved to the
27 District despite increased expenses, citing improved revenue recovery and grant
28 funding efforts. Mr. Truckey concluded by noting the complexity of balancing
29 assessments among diverse property types and emphasized that rate determinations
30 involve extensive analysis and will be revisited in April.

31 Dan Wellumson - Marina Condo Association - Mr. Wellumson thanked the Board and
32 stated he felt much more informed about the water system and plant than he had been
33 earlier. He expressed concern about the saltwater intrusion mentioned by Mr. Truckey
34 and felt that issue should be prioritized over expenses such as a gate or clubhouse. Mr.

1 Truckey responded that the proposed clubhouse would function as a hurricane shelter.
2 If the structure meets hurricane shelter qualifications, grant funding may be available
3 because such facilities are recognized as necessary community infrastructure. Once
4 built, it would become a community asset and responsibility. Mr. McNamee added that
5 exploration of a clubhouse and gates has been based on resident requests and that
6 such topics are brought forward for community discussion. Mr. Wellumson replied that
7 during hurricanes residents typically evacuate rather than remain in place needing
8 shelter.

9 Rick Mishler - Stella Maris S - Mr. Mishler stated he has been a seasonal resident for 25
10 years and noted that voting restrictions for non-residents are governed by state law, not
11 a CID Board decision, though he wishes he could vote in Board elections. He observed
12 that many HOAs were not represented at the meeting and that residents want different
13 things. He commented that a vocal minority often attempts to influence Board direction.
14 He stated he supports having a clubhouse with a consistently operating restaurant and
15 bar rather than limited or inconsistent operations, noting that new developments
16 typically prioritize construction of a clubhouse.

17 Pete Castellaneta - Sunrise Cay - Mr. Castellaneta asked why the utility bill was
18 removed from the non-ad valorem tax bill instead of increasing funding there for water
19 infrastructure. Mr. Lombardo stated the topic has been addressed through workshops
20 and public meetings over more than a year and that answers have been provided. He
21 clarified he was not instructing anyone not to respond but emphasized the need to
22 follow meeting decorum and agenda structure, noting Board members are subject to
23 Sunshine Law constraints and must complete agenda items efficiently. He stated public
24 comment opportunities had already occurred and would occur again at the end of the
25 meeting, and that discussion of non-agenda items can lead to confusion or frustration.
26 He reiterated that the prior billing structure was atypical statewide and that changes
27 were discussed extensively before being adopted.

28 Mr. Dorrill responded that the billing change transitioned the utility from a subsidy-based
29 model to a business and consumption-based model consistent with how utilities are
30 valued and operated statewide. He stated he was unaware of other Southwest Florida
31 utilities using the prior subsidy approach and that the change established a comparable
32 operational framework. Mr. Castellaneta asked why a base rate similar to Collier
33 County's \$85 was not adopted. Mr. Dorrill replied that his own County bill is \$185 per
34 month and noted he recently spoke with their CFO. He stated a comparative rate survey
35 of Southwest Florida utilities is expected to be presented at the next meeting.

Mr. Truckey added that the Board is not required to allow public comments throughout the meeting, noting Robert's Rules of Order permit limiting comments to designated agenda periods. He stated the current Board allows audience participation during discussion but is not obligated to do so.

Mr. Gilinsky added that the utility previously hosted an open house in February when many residents are in town. He stated staff would be willing to coordinate another open house next month following the Board meeting. A time and date will be coordinated that is convenient for the Utility Company.

MANAGER'S REPORT

D. CID Safety Rule of Decorum

The suggested CID rules of decorum were presented for potential incorporation into the administrative policies and procedures. Recent incidents of disruptive behavior were noted, including one that required a response by law enforcement who interviewed several residents in the community. The Sheriff's Office advised that basic rules of decorum would provide the Chairman the authority, if necessary, to call individuals out of order or recess a meeting until order is restored. The proposed rules were drafted with assistance from Mr. Lee and reviewed by Mr. Lombardo for legal sufficiency.

Mr. Lombardo shared suggested additions commonly used in other districts that are not presently included. He stated that many districts, counties, and cities enforce a three-minute time limit for speakers, applied consistently to all participants. He referenced governing considerations including First Amendment protections, Florida Statute 286 regarding open meetings, and Sunshine Law requirements. He explained that many jurisdictions structure public comment in two forms: one period at the beginning of the meeting for non-agenda items and another allowing comment on individual agenda items. In both instances, speakers are typically limited to three minutes. Mr. Lombardo noted that comparable boards, such as Marco Island, do not treat public comments as question-and-answer sessions. Instead, comments are received, and officials may address them afterward or invite clarification if needed. He stated that Sunshine Law requirements make these meetings the primary opportunity for feedback from the public, consultants, and Board members, and therefore comments are generally limited in time and placement within the agenda. He requested the Board's feedback on implementing such measures.

Mr. Lombardo added that another common practice among jurisdictions is consolidating comments of similar nature to one speaker or a smaller group. He clarified that POI's

1 sister jurisdictions generally allow three-minute comments twice during meetings and
2 require speaker slips for recordkeeping; without submission, individuals are not
3 permitted to speak. He emphasized that there were no concerns with the rules as
4 drafted but that the objective is balancing freedom of expression with the Board's ability
5 to conduct orderly business. He asked whether the Board wished to include time limits,
6 structured placement of comments for agenda versus non-agenda items, and
7 restrictions on when comments occur during meetings. Mr. Dorrill noted that clients
8 such as Pelican Bay, Pelican Marsh, Tiburón, Lely Resort, and other CDDs follow
9 similar practices, and that the intent is to ensure disruptive or threatening behavior is not
10 tolerated.

11 Mr. Truckey made a motion to accept the CID safety rules of decorum. Ms. Hansen and
12 Mr. Kish expressed support for implementing the three-minute rule. Ms. Hansen stated
13 she has no objection to audience members asking questions relevant to ongoing
14 discussion. Mr. Dorrill clarified that points of information would remain at the discretion
15 of the Chair, who may determine whether a comment qualifies. He noted the three-
16 minute limit would apply to designated public comment periods at the beginning or end
17 of meetings in accordance with Florida law. Mr. Kish clarified that comments could be
18 revisited later in the meeting if appropriate. Mr. Dorrill agreed and noted such matters
19 could be addressed under Supervisor Requests. Mr. Lombardo stated he will
20 incorporate the three-minute provision and additional structural language into the
21 document.

22 **Mr. Truckey made a MOTION to accept the CID safety rules of decorum with the**
23 **added changes and bring back another draft. Ms. Hansen made the second and**
24 **all were in favor.**

25 The document will be brought back to go through the formal approval process. There
26 will be a newspaper ad, there will be a draft that the public can review and comment on.
27 Mr. Lombardo emphasized that every single CDD he and Mr. Dorrill work with has
28 enacted rules like this.

29 **E. Utility Rate Survey**

30 Informational item. Mr. Dorrill reported that he has requested the rate consultant provide
31 the most up-to-date survey of rates tied to meter sizes, including comparisons at 5,000
32 and 10,000 gallons of residential consumption. The information is being prepared and
33 will be shared at next month's meeting. If received in time, Mr. Dorrill intends to include
34 it as an informational insert with the February 15 utility bill. The material would outline

1 base rates and illustrate additional charges for single-family and condominium units
2 consuming between 5,000 and 10,000 gallons per month. Mr. Kish expressed interest in
3 gaining a better understanding of base rates for condominiums, B and D boat slips,
4 commercial slips, hotel-condominiums, and liveaboards, noting he is less concerned
5 with consumption and more focused on base rates. It was noted there are 118
6 liveaboard boat slips categorized in the marina; a few are hard-piped while others rely
7 on pump-out service, and all have sewer availability. Mr. Dorrill clarified that commercial
8 slips are currently treated the same as residential for operations and maintenance billing
9 purposes.

10 Mr. Dorrill stated he has been working with Mr. Truckey to further evaluate hotel-
11 condominium accounts tied to meter sizes. The adopted rate structure allows billing
12 either by industry-standard meter equivalency or by the actual number of units served
13 by a meter. Mr. Dorrill noted that Building F of the hotel condominiums may require
14 review, as many as 24 units could be served by a single meter. Mr. Truckey added that
15 some buildings have individual meters while others share a large master meter, creating
16 challenges in determining appropriate base rate assignments. He noted that a base rate
17 needs to be determined whether it is a single meter serving multiple units or a meter
18 serving a single residence.

19 It was explained that in lieu of more detailed information, current base rates correspond
20 with industry-standard utility equivalency factors for that meter size. However, some
21 meters in the community serve multiple units due to plumbing configurations, and the
22 adopted structure allows charging based on actual unit counts if documentation
23 confirms those connections. Work is ongoing using a schedule previously shared, and
24 Mr. Dorrill will coordinate with Ms. Hansen on the review. Initial focus will be on 2-inch
25 potable water meters and associated sewer charges. Mr. Dorrill will ask utility staff to
26 identify which 2-inch meters serve potable water versus irrigation.

27 Mr. McNamee expressed interest in establishing base rate tiers of 1.0 for single-family
28 residences, 0.8 for larger condominiums, 0.6 for the small hotel-condominium units, 0.5
29 for liveaboards, and 0.25 for water-only boat slips. He noted that condominium
30 increases appeared larger than residential increases because condominium units were
31 no longer billed at 0.8. He stated he would prefer returning to prior base rate allocations
32 while maintaining the current billing structure rather than reverting to non-ad valorem
33 assessments. He acknowledged the appropriate time for review would be April and
34 noted uncertainty regarding base rates for commercial docks.

1 Mr. Dorrill stated he is developing a more accurate census of units served by specific
2 meters. Mr. McNamee asked whether HOA presidents for marina docks and hotel-
3 condominiums could provide meter and account counts. Mr. Dorrill responded that
4 some information has been compiled through corporate records, though some
5 condominium bills are routed to accounting offices out of state. He stated obtaining
6 updated contact lists for associations would be helpful. Mr. Dorrill and Ms. Hansen will
7 continue reviewing information and bring gaps to the Board if assistance locating
8 contacts is needed. He noted the utility contractor does not maintain that level of
9 account detail. Mr. Truckey asked about addressing discrepancies; Mr. Dorrill
10 responded that field verification could be conducted with the District Engineer and utility
11 staff, with corrective billing prepared if directed by the Board, potentially as early as
12 February. Mr. Kish reiterated his focus on billing accounts rather than pipe size, stating
13 each account should have an assigned base rate. Mr. Truckey reiterated concern about
14 existing discrepancies.

15 Mr. McNamee asked Mr. Dorrill to explain the effect of moving the 3/4-inch meter size
16 down because there were no 5/8-inch meters. The smallest meter size in the community
17 was 3/4-inch, so the \$128 threshold was pushed down from the proposed 5/8-inch meter,
18 which then pushed the next threshold down. The nationwide standard for a 2-inch meter
19 is 8, and here it was set at 5. This will need to be revisited because it was Mr. Dorrill's
20 and the utility rate consultant's interpretation that they were going to address and adjust
21 those at the same time. The threshold base charge will remain \$128 bimonthly.

22 Mr. McNamee commented that when changes are made, what has been historically
23 received in non-ad valorem taxes needs to be taken into account because lowering the
24 base rates as suggested would reduce income. Mr. Dorrill responded that the biggest
25 source of income last year was irrigation. He added that eliminating tiered rates for
26 irrigation water and moving to a flat rate had the biggest financial implication, and he
27 would like the Board to add that to the list of items to potentially reconsider. Mr.
28 McNamee agreed. Mr. Truckey stated that tiered rates were not fair across the board,
29 which was why they were eliminated. This will be discussed further at a subsequent
30 meeting.

31 **F. Irrigation Filters**

32 Conical shells were being sucked into the intake valve, clogging filters throughout the
33 community due to the large volume of irrigation water being drawn from the canal. Soto
34 worked to install and replace some of the cartridge filters. Mr. Dorrill asked if this was an
35 ongoing problem. Mr. Baird stated that the replacements appear to be working fine.

1 With the 75-horse main pump out of service, irrigation water must be pulled from the
2 canal. Sewage alone is insufficient to meet irrigation demand, so the total volume is
3 composed of bypass, raw canal water, and treated sewage effluent. Chloride levels are
4 monitored because, beyond a certain concentration, they can damage grass.

5 Mr. McNamee asked whether the possibility of installing another freshwater well near
6 the water treatment plant, dedicated to irrigation "make-up" water, could be discussed
7 with the engineer. Mr. Dorrill responded that in the urban area, it is nearly impossible to
8 obtain a well of that size west of I-75 or Collier Boulevard. He noted he could ask the
9 engineer whether the existing consumptive use permit allows the maximum pumpage
10 and whether a new well could feasibly be drilled to supplement raw water. Mr.
11 McNamee asked if the next step would be installing an additional holding tank to meet
12 the difference. Mr. Truckey replied that this is already in process with the planned
13 250,000-gallon storage tank. He noted discussions with South Florida Water
14 Management regarding possible well-field expansion, with the permit process handled
15 by DEP. Mr. Dorrill stated the first step is to determine the current limits of the
16 consumptive use permit for all sources before proceeding. Mr. Kish asked how the
17 3,300 homes planned on Oil Well Road and the 1,300 homes across from Publix would
18 affect the aquifer. He suggested that a storage tank filled during the rainy season could
19 provide a solution.

20 **G. Russ Weyer**

21 The methodology and impact/fee/ERC rate analysis was scheduled to begin with Mr.
22 Weyer. In advance, Mr. Kish and Mr. Dorrill held a teleconference with him in
23 November, and Mr. McNamee and Mr. Dorrill held a teleconference in December in
24 anticipation of a January start. Mr. Weyer has since sold his business to PFM Group
25 and has not been responsive to Mr. Dorrill's requests following the holidays. Mr. Dorrill
26 has contacted their Orlando office to determine if another individual is available to
27 perform the work if Mr. Weyer is unavailable. He will provide an update once a response
28 is received. No fee proposal or engagement letter has been received to date, which Mr.
29 Weyer has historically provided.

30 **FINANCIALS - NOVEMBER 2025**

31 Mr. Dorrill presented the financials as of the second month of the fiscal year. The
32 District had \$5,281,000 in cash on hand at the end of the month, split between the
33 operating account, \$4,025,000 and the utility account, \$1,000,256. The District
34 continues to maintain a very strong cash position in both accounts. Additionally, the

District holds approximately \$16 million in fixed assets, including \$7,404,000 net of depreciation for the utility plant and associated infrastructure, as well as roads and streetlights. Outstanding payables totaled \$60,000 at the end of the month and are shown separately on the liability portion of the balance sheet.

November represents the low water mark for revenues, as new revenues are not received until that month. In November, the District received 45% of anticipated revenues, including \$345,000 in non-ad valorem assessments and \$10,300 in interest earnings. Some expenses are seasonal or front-loaded, such as tax collector and property appraiser fees and insurance premiums. The District also paid \$9,000 in taxes on the commercial property at the entrance of the community due to its commercial zoning. Mr. Dorrill noted that these financials do not yet include recently invoiced capital improvements for lift station rehabs, costing approximately \$60,000 each; these will be reflected next month because they were processed, paid, and reimbursed to Florida Utility Solutions at that time.

Mr. McNamee requested that non-recurring bills, such as legal and engineering, be reviewed as he has done in the past to ensure they are appropriate and aligned with the Board's direction. Mr. Dorrill confirmed he will provide these going forward, starting with bills from the beginning of the fiscal year.

Mr. Kish inquired about the reserve account. Mr. Dorrill explained that a contingency reserve is budgeted, and he routinely updates the forecast for fund balances and reserves as part of the budgeting process. CDDs are not required to maintain designated reserves. The contingency reserve is reflected on the balance sheet as fund equity and will be updated when the Board receives the tentative budget in May.

The financials were accepted as presented on a MOTION by Mr. Truckey, a second by Mr. Baird, and all in favor.

ATTORNEY'S REPORT

Mr. Lombardo shared that at the last meeting he was asked for the specific amount related to the motion for fees, which is approximately \$70,000. That amount has been filed and is set for hearing. These fees are being pursued in connection with the Prep Mac lawsuit based on Prep Mac not accepting the settlement offer previously provided by the Board.

Mr. Lombardo also stated that, as requested, he circulated a memo regarding the Marina ERC purchase that did not occur. As detailed in the memo, the Marina twice,

1 through two different site development plans, submitted a utility availability letter. Mr.
2 Lombardo has copies of those letters, which are included in the memo. The letters,
3 prepared by the District, the prior manager, and the prior engineer, clearly calculated
4 that the Marina was required to purchase 16.7 additional ERCs. After speaking with the
5 engineer and the manager, it does not appear that this purchase ever occurred. In Mr.
6 Lombardo's view, this is an issue that needs to be addressed.

7 The question then becomes how to address it. The memo suggests that some of the
8 ERCs held back in Parcel 13 could be sold to the Marina. However, the delay involving
9 Russ Weyer is creating a significant issue, as the District was relying on Mr. Weyer to
10 assist with valuing the ERCs. While Mr. Lombardo's opinion, based on all documents
11 provided, is that the Marina does need to purchase these ERCs, the Board must
12 determine the appropriate price. Without knowing that number, it is difficult to move
13 forward or make a demand. The Marina could theoretically purchase ERCs from
14 another seller, but Mr. Lombardo is unaware of any other available seller.

15 What is clear is that any site plan approval from Collier County requires demonstration
16 of utility availability. Importantly, it was not the Board that provided this letter to the
17 County; the Marina provided it, representing that capacity existed and that the ERCs
18 could be purchased, yet they were never purchased. This issue has been discussed
19 previously, including a discussion on the record about potentially using the ERC issue
20 as part of a global settlement of the Prep Mac lawsuit. That proposal was rejected at the
21 time. Nonetheless, the issue still needs to be addressed.

22 Mr. Lombardo emphasized that he is sharing this information to outline the factual
23 status of the situation, but that he needs direction on the financial ask before proceeding
24 with something like a demand letter. His hope is that if the replacement company is
25 engaged in February, the District can arrive at a valuation. Without that number, it is
26 difficult to resolve the issue.

27 Mr. Lombardo also reported that the District has not heard back from counsel for
28 Lindsey Case regarding their status. Based on the opinion received from the Salvatori
29 firm, a decision will need to be made at the next Board meeting regarding whether the
30 Board will take any action related to the takedown agreement. That decision does not
31 need to be made today, but it does need to be made at the next meeting. Mr. Lombardo
32 stated that he can follow up again with Mr. Case's counsel, Greg Truxton, to determine
33 whether there have been any developments. At this point, Mr. Lombardo has answered
34 every question posed by Lindsey Case's counsel and has met with them along with the
35 District's real estate counsel. The matter is now in Mr. Case's court.

1 Mr. Kish asked whether the County's impact fee for a single-family home could be used
2 as a guide. Mr. Lombardo responded that it could not, as County impact fees are based
3 on the County's system. The District's impact fees and base rates are based on the
4 District's actual system, including its capital size, maintenance costs, and future
5 expansion needs. Using another entity's fee structure would be arbitrary; an
6 individualized analysis of the District's system is required.

7 Mr. McNamee raised concerns regarding tracking where the 1,032 ERCs are assigned,
8 noting that this was one reason the Marina purchase fell through and asserting that the
9 16.7 ERCs should have been assigned to another parcel. Mr. Lombardo clarified that a
10 2018 letter from the prior manager specifically indicated that those ERCs were allocated
11 to Parcel 13. The letter does not state that the CID maintains a bank of unallocated
12 ERCs. Rather, it explains that the CID had recently acquired Parcel 13 and therefore
13 had the ability to transfer existing ERCs from that parcel. This was not a banking
14 approach but a transfer of ERCs tied to an existing property.

15 Mr. McNamee continued to express concerns about tracking the 1,032 ERCs and
16 requested a spreadsheet or other method to address this issue. Mr. Lombardo replied
17 that the engineer has been tasked with attempting to address it and that the engineer
18 needs to be present at a meeting, either in person or via Zoom. If, after reviewing all
19 documents, the engineer confirms that there is no reliable way this information has been
20 tracked, then the Board will need to discuss next steps. The lack of a tracking method is
21 hampering the Board's ability to take what would otherwise be straightforward action
22 across multiple operational areas. Mr. Lombardo recommended bringing the engineer to
23 the February meeting, even if only by Zoom, to address two questions: first, whether
24 any such tracking exists, which he assumes it does not; and second, what actions
25 should be taken next to determine allocations as accurately as possible so the District
26 can move forward. Mr. Dorrill added that the engineer has indicated there is currently no
27 database or tracking system but that he can get the engineer on the phone for the next
28 meeting.

29 Mr. Dorrill stated that, concurrently, the PFM Group would also be asked to send an
30 engagement letter to establish an ERC charge as part of the overall analysis, since
31 there is currently no basis for determining the value of an ERC. An engineering or
32 econometric basis is needed. Once established, the existing capacity could be allocated
33 across the remaining unbuilt lots, creating a schedule that has never previously existed
34 in the community.

1 Mr. McNamee emphasized the urgency of the issue, noting that the Marina ERCs have
2 gone uncollected for nearly eight years and carry significant financial implications. Mr.
3 Truckey stressed the importance of taking action and resolving issues rather than
4 deferring them to future meetings. Mr. Dorrill responded that there is no accounting
5 record of how ERCs were invoiced or paid. The engineer investigated this several
6 months ago and confirmed that no records were ever kept. Mr. Dorrill has contacted the
7 successor firm to Mr. Weyer's company to designate someone to take on the project.
8 The engineer will play a role in establishing ERC valuation.

9 Mr. Truckey referenced Mr. Case's property, noting that a resolution was passed
10 requiring four ERCs per acre. He stated that Mr. Case is currently paying approximately
11 \$70,000 in O&M charges. At 53 acres and four per acre, he should be paying
12 approximately \$200,000. Mr. Dorrill responded that this analysis was included in the
13 scope of services for Mr. Weyer's update, along with double lots and commercial boat
14 docks.

15 Mr. Lombardo clarified that the Board had adopted an assessment methodology that
16 specifically allocated that parcel. The agreement that was terminated concerned ERC
17 purchases, not O&M transfers; O&M charges have continued and have always been
18 assessed. Mr. Case never purchased the ERCs. Mr. Truckey reiterated that Mr. Case
19 should be charged four per acre as required by the rules. He noted that Mr. McNamee
20 is charged four per acre on his property, he is paying seven on the lot he has left. He is
21 currently paying more than Mr. Case and the former hotel site. Mr. Truckey emphasized
22 that the Board voted to charge vacant property four O&M units per acre and that Mr.
23 Case should be charged accordingly.

24 Mr. Lombardo explained that the most recently approved assessment methodology
25 would need to be formally amended to revert to the default acreage allocation for Mr.
26 Case's parcel. The adopted methodology includes a specific allocation for that parcel,
27 which differs from the default, and would need to be amended by the Board to reinstate
28 the four-per-acre standard. He added that Chairman McNamee's property is also
29 specifically listed in the methodology. Each parcel has its own row and allocation in the
30 spreadsheet, which provides direction to staff for assessment.

31 Mr. Truckey responded that when the Board votes to apply four per acre to vacant
32 property, the spreadsheet should automatically reflect that rule. Mr. Lombardo replied
33 that his understanding is that the Board voted to approve the specific spreadsheet itself,
34 which contains parcel-by-parcel direction. This issue arose at the time, and the
35 expectation was that the methodology would be updated once it became clear that the

1 takedown agreement was no longer in effect or was disputed. What is undisputed is that
2 the ERCs were never purchased. Mr. Lombardo agreed that without ERCs, Mr. Case
3 should be treated the same as vacant property but emphasized that this change must
4 be reflected in the methodology to be implemented.

5 Mr. Truckey asked why this could not be addressed at the next meeting. Mr. Dorrill
6 responded that the District had been attempting to engage Mr. Weyer to complete what
7 would be the third update to the methodology in the past two years. Mr. Truckey noted
8 that the four-per-acre standard originated from his methodology. Mr. Dorrill replied that
9 all determinations were parcel-specific and made at the same time the Board addressed
10 other parcels, such as adding the cell tower parcel, which had never previously
11 contributed, to the assessment schedule. The methodology assigns parcels to
12 categories such as single-family or vacant based on zoning, and all details are
13 documented. While the District is eligible to make these changes, a revised schedule is
14 required.

15 Mr. Truckey asked how long this issue has been under discussion. Mr. Dorrill
16 responded that since the budget workshop last year, the District has discussed
17 engaging Mr. Weyer to perform the analysis. During teleconferences with Mr. Dorrill and
18 Mr. Kish, and separately with Mr. Dorrill and Mr. McNamee, Mr. Weyer assured them he
19 would begin work in January. As of the second week of January, he has not responded
20 to Mr. Dorrill and has not provided an engagement letter or start date.

21 **ENGINEER'S REPORT**

22 No report was given at this time.

23 **OLD BUSINESS**

24 Mr. Dorrill distributed the January updated task list that the Board has requested on a
25 monthly basis. Items have begun to be removed from the list as they are completed,
26 and the vast majority of tasks have been accomplished. The primary remaining item is
27 the question of whether CDDs are eligible to charge franchise fees, presumably related
28 to cable television or internet services. Mr. Lombardo does not believe they are but will
29 provide a formal memo addressing the question.

30 The Orchid Cove streetlight billing matter remains ongoing. The Board's liaison
31 continues to work through the issue and develop a proposal. The District has received
32 some pushback from Orchid Cove. A simple one-and-a-half-page agreement entered
33 into two years ago appears to have been satisfied; however, Mr. Dorrill believes Orchid

1 Cove's position is that the agreement applies in perpetuity. Additional issues will be
2 evaluated, including the appropriate number of streetlights. At Mr. Truckey's request, he
3 and Mr. Dorrill are working together on this matter.

4 The Board previously discussed re-inviting Representative Mello after the legislative
5 session began. Mr. Lombardo plans to invite her to either the March or April meeting to
6 allow more time with the community and receive session updates. While the original
7 focus was the fire district issue, Mr. Lombardo believes the discussion could also
8 include comprehensive Everglades Restoration issues.

9 The mosquito control equipment will be sold either in conjunction with the Lely CDD
10 auction scheduled for this spring or through the County, if possible. The County utilizes
11 a professional auction service that extensively markets its auctions in exchange for a
12 commission. Mr. Dorrill has offered the remaining chemicals to the mosquito control
13 district but has not yet received a response.

14 **NEW BUSINESS**

15 No new business was discussed at this time.

16 **SUPERVISORS' REQUEST**

17 **A. New Field Manager**

18 Billy Sparacio is a new member of Mr. Dorrill's staff. Kevin Carter worked in field
19 management with Mr. Dorrill for nearly 13 years and has accepted a full-time
20 employment position with the Lely CDD. He remains available for consultation.

21 Mr. Sparacio holds a degree with two majors from Colgate University, where he was an
22 accomplished football player. He has lived in Collier County throughout his adult life and
23 has worked in both public and private education. Most recently, he served as the
24 Athletic Director at First Baptist Academy. He brings extensive experience in project
25 management and construction, having overseen approximately five to six million dollars
26 in athletic facility development. He has already participated in an orientation session
27 with Mr. Carter and has been introduced to the other Board members.

28 Mr. Sparacio has approximately the same level of CDD experience as Mr. Carter did
29 when he first began working with Mr. Dorrill, which is minimal. For that reason, Mr.
30 Carter will remain available for consultation in three primary areas: FEMA grants,
31 representation on the LMS committee, and drainage issues in single-family
32 neighborhoods.

1 Mr. Sparacio will assume responsibility for contract administration related to
2 landscaping matters and FUS, as required, consistent with the duties previously
3 handled by Mr. Carter. Mr. McNamee welcomed him aboard.

4 **B. Grant Update**

5 Mr. Truckey provided an update that they are in the process of extending all existing
6 grants. He has been completing the required paperwork over the past several days to
7 extend the grants into 2026 and 2027. It is currently unknown when FEMA will formally
8 address the grants, but the requests have been submitted and are under consideration.

9 **C. Everglades Restoration Project**

10 Regarding the Everglades Restoration Project, Mr. Truckey asked Mr. Lombardo
11 whether his firm has ever sued the U.S. Army Corps of Engineers. Mr. Lombardo
12 responded that it has not. He stated that he believes there is a viable claim under the
13 Comprehensive Everglades Restoration Program, as the governing act requires either
14 preventing damage or paying for damage caused. Mr. Lombardo believes the matter
15 needs to be pursued because, based on meetings that were attended, it is clear the
16 agencies disagree with the characterization of what is occurring. However, as Mr.
17 Truckey outlined, the underlying facts are relatively straightforward.

18 There was a plan to construct a berm to protect Port of the Islands. This plan was
19 heavily discussed at Port of the Islands meetings more than a decade ago and was
20 reviewed through the appropriate channels. At some point, the decision was made not
21 to build the berm. That decision was never discussed with the community; it simply
22 occurred. Now that canal cutting is actively underway and the berm was never
23 constructed, it is difficult to imagine that this is not having an impact on the community.

24 Mr. Truckey added that numerous impacts are emerging over time. Water quality issues
25 are developing because there is no longer adequate flushing, and the marina
26 discharges gray water that is no longer flushed as it once was. There are also saltwater
27 intrusion issues resulting from the restoration project, as well as flooding issues and
28 associated costs totaling millions of dollars. Mr. Truckey emphasized that these impacts
29 need to be heard and addressed.

30 Mr. Lombardo stated that he believes now is the appropriate time to take action. He
31 noted that the Corps presented a significant amount of well data at the second meeting.
32 If litigation is pursued, Mr. Lombardo requested the opportunity to review that data with
33 Mr. Truckey and discuss his reaction to it, as that data represents the Corps' immediate

1 and primary defense. The Corps' current position, as presented, is that the well data
2 indicates the observed impacts are attributable solely to sea level rise and are unrelated
3 to their actions. Mr. Lombardo does not believe that conclusion is correct and stated
4 that the data appears to have been selectively presented to support that narrative. He
5 believes that the District has a good understanding of the argument the Corps is likely to
6 make and can anticipate their initial approach. In his opinion, it is time to act.

7 Mr. Lombardo further stated that he finds it striking that the federal government and the
8 South Florida Water Management District met with the community, held town halls, and
9 committed to building a berm, only to later remove it from their plans without further
10 discussion with the Board or the community. He believes this is a significant indicator of
11 a larger issue, noting that if it were truly clear that the berm was unnecessary, the
12 agencies could have easily met with the Board to explain that determination. This issue
13 came to light as a result of Supervisor Truckey's efforts to examine the situation more
14 closely following the community experiencing atypical sheet flow post Hurricane Ian that
15 was not seen during prior storms that had passed nearby.

16 Mr. McNamee expressed support for initiating the litigation process and moving forward.
17 If the Board wishes to retain specialized counsel, Mr. Dorrill and Mr. Lombardo
18 recommended Lewis, Longman & Walker, a firm experienced in claims involving these
19 agencies. Mr. Lombardo stated that it would likely also be necessary to retain a
20 consultant to corroborate the data analysis, and he believes Lewis, Longman & Walker
21 could assist with that process. Mr. Lombardo offered to reach out to the firm to
22 determine whether they would be willing to provide a proposal. He noted that his firm
23 has not handled litigation of this nature and that it would be appropriate for the Board to
24 engage specialized counsel for this issue.

25 Mr. Lombardo clarified that the recommendation of Lewis, Longman & Walker arose
26 from discussion during the meeting, and he does not yet know whether the firm would
27 be willing or able to take on the matter. However, he will contact them and report back
28 to the Board. He emphasized his belief that this is an issue the District must become
29 involved in, stating that the facts presented by Mr. Truckey are alarming and, at a
30 minimum, warrant thorough investigation. He also noted that the responses Mr. Truckey
31 received from the South Florida Water Management District and the Corps were
32 extremely dismissive, which may indicate the need for careful and deliberate scrutiny.

33 Mr. Lombardo confirmed that he will email Lewis, Longman & Walker. If they respond,
34 he will attempt to schedule a call with them and Supervisor Truckey prior to the next
35 meeting to evaluate the issues and avoid unnecessary delays. If Lewis, Longman &

1 Walker declines but recommends another firm, Mr. Lombardo will pursue that
2 alternative and bring a proposal to the Board.

3 Mr. Dorrill expressed his agreement with Mr. Lombardo and added that Lewis, Longman
4 & Walker works closely with RMA Geologic, which serves as groundwater and recharge
5 flood experts for much of Florida's west coast. He noted that Lewis, Longman & Walker
6 focuses almost exclusively on environmental, natural resources, and water permitting
7 law in Florida and would be the preferred firm for this matter.

8 **D. Security**

9 Mr. Baird raised the petition regarding security and gates, which received more than
10 170 signatures. Mr. Baird made a motion to direct the District Manager to issue RFPs to
11 explore gating the community, including contacting Carter Fence, and to approve a
12 budget of up to \$100,000 toward the potential construction of gates.

13 Mr. Dorrill reminded the Board that a previous RFP for a security assessment consultant
14 resulted in no responses. He stated that he would prefer the motion allow him to directly
15 contact key providers to determine whether they would be willing to submit proposals,
16 rather than issuing another RFP. He identified Allied Security, Envera, MLR Electric,
17 and New IQ as potential vendors. These firms install security kiosks, gate systems,
18 cameras, and license plate reader cameras. Mr. Dorrill expressed a preference for
19 working directly with firms responsible for design and installation rather than pursuing
20 another formal RFP process.

21 Mr. McNamee referenced concerns raised by individuals who oppose gating and asked
22 how the Board would determine whether to proceed. Mr. Dorrill suggested a two-phase
23 approach. The first phase would involve passive measures such as security cameras
24 and license plate reader cameras. A second phase could include more substantial
25 infrastructure, such as physical gates, kiosks, and virtual guards. He noted that some
26 clients use both approaches. The passive phase would involve a lower cost and rely
27 primarily on cameras and license plate readers, particularly if those systems could be
28 integrated with the Sheriff's 911 system, which already utilizes a large network of
29 cameras. The second phase, involving gated entries, kiosks, and virtual guards, would
30 be significantly more expensive and constitute a larger project.

31 Mr. McNamee asked how the concerns of Orchid Cove and the marina, both of which
32 expressed opposition to gates during the meeting, would be addressed and how the
33 Board would ultimately make its decision. Ms. Hansen suggested conducting a physical

1 assessment to identify vulnerable areas within the community, such as locations where
2 individuals could access private property from the seawall and addressing those areas
3 with targeted solutions such as fencing.

4 Mr. Dorrill noted that some of his clients use virtual guards and advanced camera
5 systems, though none currently use license plate reader cameras integrated with the
6 Sheriff's system. He stated that such integration is possible but requires compatible
7 technology. Mr. Dorrill recommended contacting the four vendors previously identified
8 and beginning with the simplest approach, starting with security cameras and then
9 license plate reader cameras. Mr. McNamee requested that Mr. Dorrill proceed with
10 contacting the vendors and obtaining proposals, noting that the Board is not required to
11 solicit sealed bids at the initial \$100,000 threshold.

12 Mr. Truckey reported that he has spoken with the Sheriff's Department, District 5,
13 regarding increased law enforcement presence in the community. He stated that
14 deputies have been present more frequently and described recent overnight patrol
15 activity, including drone surveillance of the community streets. Mr. Truckey noted that
16 standard nighttime staffing typically includes two deputies in Naples and two in
17 Everglades City, with none stationed in Port of the Islands. He raised the question of
18 reallocating resources to include a deputy stationed in Port of the Islands.

19 Mr. Dorrill added that two of his other CDD clients employ off-duty, armed, uniformed
20 sheriff's deputies. The current rate for this service is approximately \$80 per hour with a
21 four-hour minimum. He stated that there is value in the visible law enforcement
22 presence this arrangement provides.

23 Mr. Truckey encouraged residents to contact Board members with additional security
24 ideas and emphasized that the community has expressed a strong desire for action, as
25 demonstrated by petitions, letters, and public input. He stated that while there may be
26 differing opinions regarding gates, alternative solutions should be proposed if gates are
27 opposed, and that the Board must take steps to address the community's security
28 concerns.

29 **Mr. Baird made a MOTION to allow Mr. Dorrill to solicit the firms he alluded to for**
30 **proposals. Ms. Hansen made the second and all were in favor.**

31 **E. Beautifying Newport**

32 Ms. Hansen noted that she saw a post on Nextdoor expressing interest in beautifying
33 the Newport entrance, although the resident who made the post has since left. Mr. Baird

1 stated that this matter was already addressed through direction given to Soto at the
2 previous meeting to proceed with improvements to that entrance. Mr. Truckey added
3 that LCEC is scheduled to install a meter to provide power to the area and energize the
4 meter base, at a cost of \$30.

5 Mr. Baird also noted that there is a spool of cable in the same area that has been
6 present for approximately three years, with a truck tire leaning against it, and that it
7 should be removed. Mr. Sparacio will coordinate with Mr. Gilbert to determine whether it
8 can be removed.

9 **PUBLIC COMMENTS**

10 **A. Unidentified Resident**

11 Applauded the Board for taking action today to move a couple of items forward and
12 asked if there is a time constraint for the ERC/Marina issue. Mr. Dorrill responded that
13 the time constraint would be tied to adoption of the final budget. If the methodology is
14 going to be changed to address four units per acre or to consider commercial boat slips
15 at a higher rate, he would need to know that before adopting the final budget in July or
16 August, which is why they were trying to engage Mr. Weyer in January. The resident
17 asked which item discussed earlier was on a time constraint. Mr. Lombardo clarified that
18 this was Parcel 13, which has a one-year timeframe beginning in March 2025. He
19 clarified that this item is not related to the ERC determination and instead requires
20 direction from the Board. He confirmed there is urgency.

21 **B. Lisa Sager - Sunset Cay**

22 Thanked the Board for the great job they are doing. She advocated for understanding
23 regarding why the Board may seem frustrated at times, stating she would feel the same
24 way if she were trying to do the best for the community while constantly receiving
25 criticism. She believes there needs to be more kindness and unity in the community.

26 **C. Steve Gunther - Orchid Cove**

27 Expressed his gratitude to the Board. He shared that he has asked to partner with a
28 Board member to go to LCEC to try to get a rate review. He believes Orchid Cove is
29 being overcharged and that bills are not consistent, and that a face-to-face rate review
30 could resolve many of the issues. Mr. Truckey responded that he has spoken with Mr.
31 Gunther about this and has contacted LCEC, including speaking with them yesterday or
32 the day before. He obtained a copy of their rate sheet, which is available online and
33 details every option for poles, fixtures, and lighting. He stated that he will not argue the

1 issue when LCEC has clearly indicated the rate sheet governs pricing. He noted that the
2 decorative poles in Orchid Cove cost more because they are decorative. Mr. Dorrill
3 added that LCEC's rates and fees are set by tariff schedules approved by the Public
4 Service Commission. Mr. Truckey explained that the total cost includes the pole, the
5 fixture, and the energy charge, which together create the total amount. Mr. Gunther
6 stated that when he has tried to discuss the bill with LCEC, he is told he is not
7 authorized, which is why he needs a Board representative present. Ms. Hansen agreed
8 to go with him. Mr. Dorrill directed Mr. Gunther to have Mr. Sparacio be his first point of
9 contact.

10 Mr. Gunther shared that he researched the Everglades Restoration Project several
11 years ago and stated that berms were taken out of the plan in 2013, both in Port of the
12 Islands and in the Six L's Farm area. He noted that Six L's Farm brought in legal
13 counsel and was able to have the berm included.

14 Mr. Gunther raised concerns about mixed financial messaging. He stated that rates are
15 said to need to be raised because not enough money is being collected, yet last year
16 the budget came in approximately \$500,000 under, while new expenditures such as
17 cameras and lawsuits are being discussed. He believes it would be helpful for the
18 community to better understand fixed operational costs at the water plant and the
19 financial statements. He noted there is a CIP plan for multiple infrastructure
20 improvements and stated it would be helpful to have a prioritized list of projects,
21 including the water plant, water pipes, road paving, and similar items. Mr. Dorrill
22 responded that the CIP is available on the website, covers a one- to five-year scope,
23 and was updated when Dorrill Management came on board. He stated it will be updated
24 to include new projects such as the bridge crossing and other items not previously
25 contemplated. Mr. Gunther stated that he would like to see the projects prioritized for
26 the next few years, identifying key projects, funding sources, and costs.

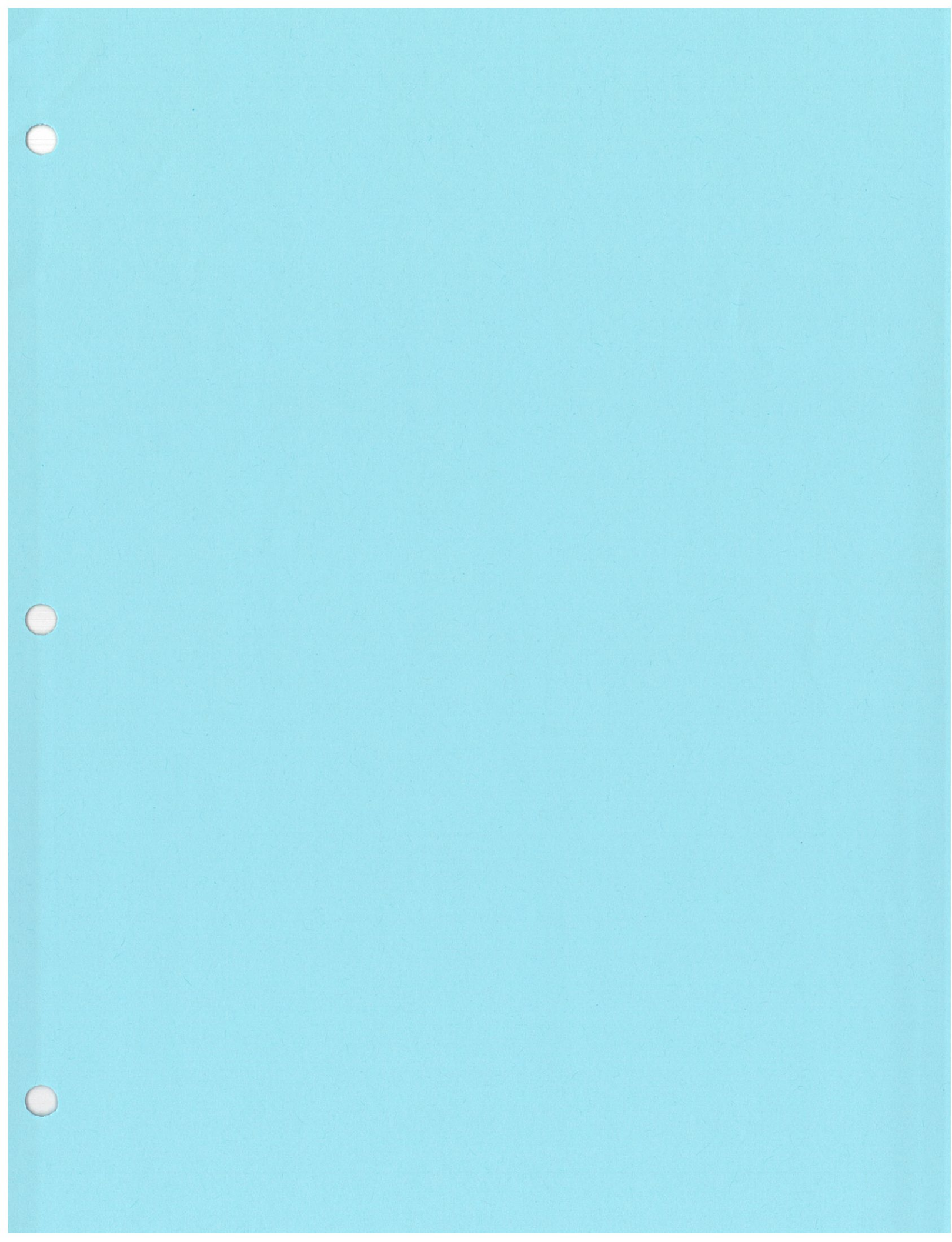
27 **D. Frank Lee - 275 Cays Drive**

28 Stated that he, along with Dale Woodhouse and Ron Westerman, were the individuals
29 who initiated the petition for a community security assessment. He thanked the Board
30 for their diligent consideration of the request and stated that the suggestions made by
31 Mr. Dorrill and the actions taken by the Board exceeded what was requested. He
32 commented that the code of conduct is helpful and that he senses a positive turn in the
33 community. He also complimented Mr. Lombardo for his invaluable input during the
34 meeting.

1 **ADJOURNMENT**

2 Mr. Dorrill requested that Mr. McNamee let him know when he will be back in town to
3 review the representation letter for the 2025 audit. The fieldwork has been completed,
4 and a letter from General Counsel is needed to finalize the audit and produce the final
5 copy.

6 The next meeting will be on February 20, 2026, at 9:30 a.m. **On a MOTION by Ms.**
7 **Hansen and a second by Mr. Truckey, with all in favor, the meeting was adjourned**
8 **at 12:13 p.m.**



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

3 Special Public Meeting of the Board of Supervisors
4 January 30, 2026

5 The special public meeting of the Port of the Islands Community Improvement District
6 Board of Supervisors was held on Friday, January 30, 2026, at 9:30 a.m. at the Port of
7 the Islands Resort, Main Dining Room, 25000 E. Tamiami Trail, Naples, Florida 34114.

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

14 **ALSO PRESENT**

15 Neil Dorrill, Manager, Dorrill Management Group
16 Billy Sparacio, Manager, Dorrill Management Group
17 Zachary Lombardo, District Counsel, Via Zoom
18 Matt Gilinsky, Florida Utility Solutions

19 **PLEDGE OF ALLEGIANCE**

20 The pledge of allegiance was recited in unison.

21 **ROLL CALL/APPROVAL OF AGENDA**

22 All five Supervisors were present in person, establishing a quorum. The meeting was
23 convened at 9:30 a.m. The meeting was also properly noticed. The notice and affidavit
24 are on file with the District Office at 5672 Strand Court, Naples, FL 34110.

25 Mr. Dorrill introduced that this was a project-specific meeting addressing three agenda
26 items discussed at the prior meeting and anticipated to remain on the agenda for
27 periodic updates. These items included the new utility billing rate structure, a contractual
28 issue between the District and the Orchid Cove community related to specialty
29 streetlight poles, and discussion regarding potential retention of a law firm and a

1 hydrologist related to long-range concerns associated with the Everglades restoration
2 program and impacts tied to Hurricane Ian. Mr. Dorrill noted that Mr. Truckey presented
3 on the Everglades restoration issues at the prior meeting, and today's agenda item
4 focused on next steps, including professional services. Any other matters will be
5 addressed at the next regular meeting scheduled for February 20.

6 **PUBLIC COMMENTS**

7 No public comments were received at this time.

8 **MANAGER'S REPORT**

9 **A. Utility Rate Follow Up**

10 Mr. Dorrill stated that a memorandum had been sent to the Board following the first
11 billing analysis after adoption of the new rates. Staff has also been working with the
12 Board's liaison, Ms. Hansen, to evaluate the number of units being served by meter
13 size. Mr. Dorrill reported that there are approximately 38 meters larger than one inch in
14 the community, the vast majority of which are irrigation meters. There are a limited
15 number of meters providing potable water service. One one-inch meter provides water
16 service to the fire station, and one four-inch meter provides irrigation water to the hotel
17 only. All remaining two-inch meters were identified in two handouts previously provided
18 to the Board. The two-inch meters classified as residential serve Docks A, B, and C of
19 the condominium, with a separate two-inch meter serving the Stella Maris boat dock
20 facility. There are also two-inch commercial water meters. All remaining meters are
21 irrigation meters.

22 As it pertains to base rates, Mr. Dorrill explained that one two-inch meter serves the
23 Board of County Commissioners marina and dock ship store facility. Another two-inch
24 meter serves the Port of the Islands Marina Condominium. A separate two-inch meter
25 serves the Port of the Islands Resort Hotel Condominium. There is also a potable water
26 meter classified as the south hotel pool, which is water only with no sewer service, and
27 is in the name of A&T Investments, the primary owner of the hotel and part of the
28 condominium.

29 Mr. Truckey asked for clarification regarding the second two-inch meter. Mr. Dorrill
30 clarified that there are two two-inch meters: one serving Docks A, B, and C, and the
31 other serving the Port of the Islands Marina Condominium. Mr. Dorrill noted that he had
32 provided the Board with a separate analysis regarding the total number of units
33 involved.

Port of the Islands Community Improvement District - Minutes

January 30, 2026

Page 3

1 Mr. Dorrill stated that the marina condominium consists of 175 total slips located on
2 Docks A through G, as well as Dock H. On the hotel side, there are a total of 86 hotel
3 room condominium units. Mr. Dorrill noted that over half of those units, estimated at
4 approximately 60 percent, are owned by A&T Investments, with the remainder
5 individually owned.

6 Mr. Dorrill reported that the initial bi-monthly billing last month totaled approximately
7 \$249,000. As of the Monday prior to the meeting, approximately \$238,000 had been
8 paid. Some accounts are on auto-pay and pay a flat rate in advance. In addition, there
9 were approximately \$8,000 in credits representing advance payments not reflected in
10 cash billings since the bills were mailed. Door hangers were issued the prior week for
11 shutoff notices. Mr. Dorrill noted one account just over the threshold, believed to be the
12 Stella Maris boat dock, and advised Mr. Truckey to follow up with the property manager
13 to confirm payment status. Another account related to the hotel condominium was still
14 billed to the former property manager, Resort Management. The new property manager
15 is Sandcastle, and there were a few open items related to that transition. That
16 outstanding balance was less than \$300 and dates back nearly one year. With those
17 two exceptions, all other final notices and door hangers were issued earlier in the week.
18 Mr. Dorrill noted that since the boat docks do not have a front door, no hanger could be
19 issued. Those two accounts will be addressed separately.

20 Mr. Dorrill stated that Ms. Hansen has served as the Board's liaison in reviewing
21 incomplete historical utility records. He noted that some additional standard three-
22 quarter-inch meters also appear under the A&T Investments account. His understanding
23 is that those meters pay a single base rate and are not subject to additional base rates.
24 At the final adoption hearing, rates were adopted based on either meter equivalency or
25 the actual number of units being served. This approach was tied to the removal of the
26 non-ad valorem utility assessment, which resulted in tax relief of approximately \$1,200
27 per owner. As a result, all owners, regardless of property type, are required to pay a
28 base rate.

29 Mr. McNamee commented that not all properties received the same reduction because
30 condominium reductions were prorated. Mr. Dorrill agreed and clarified that on an
31 equivalent residential unit basis, everyone paid the same rate or a prorated fraction
32 based on their prior utility assessment.

33 Mr. Dorrill reported that he recently followed up with the hotel condominium property
34 manager and held a teleconference with her, her partner, and a Board member. He
35 explained that improved source documentation shows that the number of base rates

1 tied to the main two-inch meter will increase to reflect the actual number of units rather
2 than an industry standard assumption. Mr. Dorrill requested identification of the
3 appropriate point of contact for the Marina Condominium to discuss similar adjustments
4 prior to the next billing cycle. Mr. Truckey indicated he could contact the dock master
5 and noted that Sandcastle is the responsible management firm. Mr. Dorrill stated that
6 the individual he spoke with at Sandcastle, Yolanda, was unable to identify the
7 appropriate owner or property manager contact, noting the size of the company. No
8 representative from the Marina Condominium was present to assist.

9 Mr. Dorrill stated that overall payment trends related to the new rates are positive. Staff
10 has continued working with Ms. Hansen to refine unit counts and conducted a physical
11 count of 81 hotel condominium units across multiple buildings. Additional units may be
12 tied to three-quarter-inch meters under the A&T Investments account, but overall
13 documentation has significantly improved. Mr. Dorrill affirmed the Board's position that
14 all 175 boat dock units will be charged a water base rate to offset the elimination of the
15 non-ad valorem assessment. Mr. McNamee noted that the dock ERCs were previously
16 assessed at 0.25 and 0.5 ERUs, resulting in a relatively small reduction, and expressed
17 concern with that outcome. Mr. Dorrill acknowledged that Mr. McNamee also brought up
18 that concern at the prior meeting and stated he was providing updates on unresolved
19 items.

20 Mr. Dorrill stated that evaluation of irrigation charges is scheduled for mid-year. There is
21 no irrigation base rate. Historically, irrigation rates were tiered for conservation
22 purposes, but the Board adopted a flat rate after deliberation. Irrigation revenues will be
23 reviewed at the April meeting in advance of the May budget workshop. Ms. Hansen
24 asked whether the numbers would be skewed by dry season usage. Mr. McNamee
25 stated that historical records can be used for comparison.

26 Mr. Dorrill concluded that significantly improved source documentation is now available
27 for unit totals. He noted that questions remain regarding how 86 hotel units may be
28 served by a single two-inch meter and that several three-quarter-inch meters may serve
29 other uses such as kitchens or other facilities. Further adjustments may be necessary
30 pending follow-up with the hotel condominium. Mr. Dorrill thanked Ms. Hansen for her
31 assistance and Mr. Truckey for identifying the location of the two-inch meter near
32 Building F.

33 Mr. Truckey stated that he does not believe the information regarding the meters is fully
34 accurate. He noted the presence of a two-inch meter in front of the building and another
35 two-inch meter across the street that was recently repaired. He stated that additional

1 work is needed to identify meters by building and does not believe all 86 units are
2 served by a single meter. Mr. Dorrill asked where the additional meter was located. Mr.
3 Truckey stated it is across the driveway and indicated he would show it to Mr. Dorrill
4 following the meeting.

5 Mr. McNamee expressed support for developing a comprehensive map of meter
6 locations, noting the lack of infrastructure mapping within the District. Mr. Dorrill
7 suggested looking into CAD mapping and overlaying it with property appraiser base
8 maps to identify streetlights, meters, and other infrastructure. He noted that no complete
9 records currently exist.

10 Mr. Dorrill stated that District records currently identify only six potable water two-inch
11 meters. If additional meters exist, staff needs to identify their locations and determine
12 why they were not previously classified as residential or commercial. All remaining
13 meters are identified as irrigation meters.

14 **B. Orchid Cove Private Streetlights**

15 Mr. Dorrill stated that he has been in contact with Mr. Gunther, who is currently out of
16 state, and that Mr. Truckey has also communicated with him. Mr. Gunther provided Mr.
17 Truckey a pricing schedule that aligns closely with Mr. Truckey's estimates. This will be
18 worked out between them by the February 20 meeting.

19 Mr. Dorrill provided background on a prior agreement with Orchid Cove related to an
20 alleged overcharge for irrigation. He stated that the current Board appears to want the
21 matter resolved, as reimbursement for the asserted overcharge appears to have been
22 satisfied. Additional issues remain regarding specialty poles, fixtures, and LED lighting
23 billed at higher rates. Mr. Dorrill expressed uncertainty that a negotiated rate below the
24 tariff adopted by the Florida Public Service Commission is achievable. Mr. Truckey
25 reiterated his belief that the issue could be resolved by February 20.

26 Mr. McNamee stated that the priority is determining whether the agreement has been
27 satisfied and, if not, a check should be written to close the matter. He noted that no
28 payment was issued previously because the CID lacked available funds at that time. Mr.
29 Truckey stated he would provide Mr. Gunther's email with his recommended pricing to
30 Mr. Dorrill.

ATTORNEY'S REPORT

A. Further Consideration of Special Counsel, Lewis Longman and Walker

At the prior meeting, Mr. Lombardo and Mr. Dorrill identified a preferred law firm and recommended using a local hydrologist to assist with potential evaluation of long-range impacts to the community following the Picayune Strand phase of the Everglades restoration program. Mr. Dorrill stated that, since the last meeting, staff held a teleconference with a senior partner of the identified law firm in advance of this meeting.

Mr. Lombardo reported that he and Mr. Dorrill met with Michelle Diffenderfer of Lewis, Longman & Walker, who has extensive experience with the Comprehensive Everglades Restoration Program. He stated that she provided an overview of the current status of the program and explained that much of the work has already been completed. Her recommendation was that the District enter an initial due diligence phase to support and organize the data that Mr. Truckey has been compiling, in a manner that can be effectively presented to state and federal agencies to pursue potential relief for Port of the Islands. She noted that while it may be too late to significantly alter the program, there are still potential mitigation options.

Mr. Lombardo stated that Ms. Diffenderfer provided a preliminary estimate of approximately \$20,000 for her firm's services. He further noted that she recommended engaging two consultants: one with a biological focus to address ecosystem and species impacts, and a hydrologist to analyze water table conditions in a format suitable for review by federal agencies. Mr. Dorrill requested Board direction on whether Lewis, Longman & Walker should be asked to assemble a formal proposal for consideration at the next meeting noting that they are the preeminent firm in this space. Given how far this program is along, it's important that the District has a firm that's deeply embedded in this area and understands how to move efficiently through the process. Mr. Lombardo added that Ms. Diffenderfer has experience working with both the Seminole and Miccosukee tribes, who face similar challenges related to Everglades restoration impacts as major landholders in the region. Mr. Lombardo stated that he was impressed with the discussion and requested consensus to obtain an engagement letter and full proposal for Board review at the next meeting.

Mr. Truckey reiterated background information regarding the Everglades restoration project. The project began in the late 1990s and included efforts to block canals that previously conveyed freshwater through the area. He stated that the area from U.S. 41 to State Road 951 and north toward I-75 had previously been planned for additional

1 development, and that the State later acquired land and proceeded with restoration to
2 return the area to Everglades conditions. Beginning in 2015, the project involved closing
3 what are commonly referred to as step canals, and that the closures were completed in
4 July of the prior year. He stated that the closures eliminated freshwater flow through the
5 Port of the Islands canal system.

6 Previously, during wet season events, the system would flush, helping keep canal water
7 brackish with relatively low salinity. Since the closures, the community has become a
8 dead-end saltwater estuary and salinity has increased. The stagnation and increased
9 salinity have changed the ecosystem, including fish and vegetation, and manatees and
10 alligators have largely left the area. Current salt levels are approximately 30 parts per
11 million, compared to approximately 35 parts per million in the Gulf.

12 Sheet flow through the land contributed to flooding impacts during Hurricane Ian. There
13 was approximately two feet of water over well field infrastructure two days before the
14 hurricane. Hurricane Ian expanded those conditions and resulted in damage including
15 washouts, impacts to diesel generators and electrical equipment, and damage to the
16 water pipe to the well field from trucks driving over it to get to the plant to restore power.
17 This caused leaks in the pipe to the well field. Pipe replacement alone is estimated at
18 approximately \$1.1 million, generator replacement at approximately \$80,000, and costs
19 to rewire and raise wellheads to meet current requirements at approximately \$500,000.

20 Mr. Truckey stated that saltwater intrusion has also increased because freshwater no
21 longer flows down the canals during high tides. Saltwater now moves over the weir and
22 into the freshwater system north of the weir. He explained that the District previously
23 relied on canal withdrawals for both a fire pump system and an irrigation pump system,
24 and that those systems are now pumping saltwater and have been shut down. Fire flow
25 must meet required criteria to ensure adequate water can be delivered through hydrants
26 during an emergency. He stated that irrigation water is also necessary and that
27 saltwater cannot be used for irrigation or fire suppression systems without causing
28 damage. He explained that the primary options are desalination or expansion of the well
29 field to increase freshwater supply.

30 Mr. Truckey stated that the restoration project has created numerous issues that place
31 significant funding demands on the District, estimating that without even addressing
32 saltwater intrusion, the impacts could represent approximately \$3 million in costs. Mr.
33 McNamee discussed the concept of expanding a pond or using a freshwater source as
34 a tank for fire protection, including the possibility of a filtration and pump system. Mr.
35 Truckey referenced that the tomato farms received approximately \$26 million to address

1 impacts from the project. He also noted that the Miccosukee Tribe has permits related
2 to the District's well field held up due to concerns about water conditions affecting
3 reservation lands.

4 Mr. Truckey stated that the Corps of Engineers has not accepted responsibility for these
5 impacts. He explained that the restoration project, which was estimated at
6 approximately \$15 billion, spans from central Florida through Lake Okeechobee and
7 south through the Everglades, with Port of the Islands affected by higher water flows
8 during wet seasons. He stated that the Corps currently does not want to take
9 responsibility for mitigation and that the District is receiving little attention. Efforts to
10 obtain assistance from Commissioner LoCastro at the County level have not resulted in
11 support. Meetings have been held with South Florida Water Management District and
12 the Corps, but meaningful action has not occurred. South Florida Water Management
13 District ultimately defers to the Corps, which controls the project.

14 Mr. Lombardo clarified that Lewis, Longman & Walker emphasized the need for
15 substantial data collection before determining the appropriate course of action. He
16 stated that this would likely be addressed through negotiation rather than immediate
17 litigation, but litigation was not ruled out. Because data collection requires investment,
18 the matter was brought back before the Board following the prior meeting.

19 Mr. Truckey stated that the Board must decide whether to spend approximately \$45,000
20 to initiate the process. Addressing matters involving South Florida Water Management
21 District and the Corps requires experienced attorneys and hydrologists. Limited
22 historical data exists for Port of the Islands. Prior quarterly data submissions were
23 rejected by the Corps as inadequate, with monthly data required instead. Hydrologists
24 and drainage experts will need to conduct studies comparing conditions before and after
25 the restoration project. Those efforts will require funding.

26 Mr. Kish asked what desalination would cost. Mr. Truckey stated that the District
27 Engineer is reviewing desalination compared to expansion of the well field, as well as
28 the feasibility of constructing a reservoir.

29 Mr. McNamee added that sufficient freshwater must be reserved for fire flow in the
30 event of a major fire. That reserve has effectively been lost due to saltwater intrusion
31 following canal closures. He also noted that peak irrigation demand may exceed
32 available freshwater supply, requiring additional sources.

1 Mr. McNamee discussed the possibility of utilizing an existing five-acre pond located
2 approximately 400 yards from the plant on property owned by Lindsey Case. If access
3 could be obtained for emergency use, a portable pump and collapsible piping could
4 convey water to the plant on an interim basis. The pond could also receive runoff from
5 approximately 50 acres, allowing overflow to return to the canal system. Using an
6 existing feature would likely be more cost effective than excavating a new facility. The
7 first step would be determining whether Mr. Case is willing to cooperate. If not, eminent
8 domain could be considered. The pond would be used only during emergencies or
9 when irrigation supply is insufficient and could help manage rising groundwater caused
10 by sheet flow.

11 Mr. Truckey added that a new 250,000-gallon storage tank project has cleared FEMA
12 due diligence and is awaiting funding. FEMA activity has recently increased, and
13 funding is anticipated. The tank would allow off-peak filling and high-demand use to
14 better manage supply.

15 Mr. Truckey stated that restoration documents dating back to the 1990s contain savings
16 clauses requiring mitigation if flood protection is diminished. The canals historically
17 protected this area from flooding. With the canals closed, water now moves through the
18 land, increasing flood risk and sheet flow. Those savings clauses provide a basis for
19 seeking mitigation.

20 Recent mapping related to challenges raised by the Miccosukee Tribe shows proposals
21 to redirect water under U.S. 41 and back into the land. The Corps has blocked canal
22 flow and constructed levees and dams to prevent water from returning to the canal
23 system. A similar approach was used at the tomato farms, where approximately \$26
24 million in levee and culvert work was completed to route water around thousands of
25 acres and disperse it back into the land. Similar solutions could potentially be explored
26 for Port of the Islands.

27 Mr. Lombardo stated that his understanding of the motion would be to request that
28 Lewis, Longman & Walker provide a full proposal, including recommended experts, for
29 Board review and potential approval at the February meeting.

30 **Ms. Hansen made a MOTION not to exceed \$50,000. Mr. McNamee made the**
31 **second, and all were in favor.** The proposal will be presented at the February 20
32 meeting.

1 **SUPERVISORS' REQUEST**

2 **A. Rear Yard Drainage Easement**

3 Mr. Lombardo reported that he, Ms. Hansen, and the District Engineer identified a
4 property that appears to be constructing within a District drainage easement. Mr.
5 Lombardo stated that a draft letter had been prepared to notify the property owner and
6 Collier County that the District's swales are not to be damaged. He brought the matter
7 to the Board prior to taking action to confirm the Board's direction. Mr. Lombardo
8 clarified that the letter would not constitute code enforcement. The District holds a
9 drainage easement as shown on the plat, and pursuant to that easement, the District
10 maintains a South Florida Water Management District-permitted swale. Any removal or
11 alteration of the swale constitutes damage to a permitted stormwater facility. The District
12 is not assuming county enforcement authority but is asserting its property rights and
13 maintenance responsibilities.

14 Mr. McNamee asked how similar situations would be handled for other properties where
15 construction has occurred within swales without prior enforcement. Mr. Lombardo stated
16 that this was the broader issue prompting the discussion, and that it may require
17 sending letters to all property owners who have encroached upon District drainage
18 easements requesting restoration.

19 Mr. McNamee raised concerns regarding vehicles parking on District-owned boulevards
20 and grassy areas between sidewalks and streets, resulting in damage to turf, irrigation
21 heads, and infrastructure. He asked whether the District has the ability to ticket, fine, or
22 otherwise address this issue, or whether informational notices could be distributed. Mr.
23 Lombardo responded that if vehicles are parking within District easements, the Board
24 could consider adopting rules to address the issue. He explained that construction
25 within swales is a property rights issue rather than a rule violation, and that enforcement
26 through the court system is inefficient and costly. Addressing parking concerns would
27 require a separate rulemaking process.

28 Mr. McNamee expressed concern that construction within the drainage easement could
29 proceed before the District has the ability to stop it. Mr. Lombardo stated that the intent
30 of sending the letter to both the property owner and Collier County is to prompt the
31 County to place a hold on the building permit, though that outcome cannot be
32 guaranteed.

1 **Ms. Hansen made a MOTION to demand removal of any impediment to the**
2 **District's drainage easement at 172 Venus Cay. Mr. Truckey made the second,**
3 **and all were in favor.**

4 Mr. McNamee requested that a Board representative attempt to speak with the property
5 owner directly before further escalation. Ms. Hansen stated that once documentation is
6 received from the engineer, she would visit the property.

7 **B. Cays/Newport Wingwall Signage/Electric Service**

8 Mr. Baird reported on proposed entry enhancements related to lettering for the large
9 concrete walls at the Cays Drive and Newport entrances. He shared proposals with the
10 Board.

11 Mr. Truckey reported that at the Newport entrance, Lot 41, a meter base that had been
12 non-operational since Hurricane Ian was reactivated, a meter installed, and plans were
13 underway to run power beneath the roadway to the sign area near the former real
14 estate building. The improvements will provide permanent power for lighting and holiday
15 displays, eliminate the use of extension cords across roadways, and include irrigation
16 improvements. Underground direct burial will be used for the electrical installation.

17 Mr. Dorrell requested that all proposals and invoices be submitted to Mr. Sparacio for
18 coding and inclusion in the pre-audit file. Mr. McNamee asked whether the \$4,500 cost
19 for acrylic signs applied to both entrances. Mr. Baird stated that the total cost for the
20 work was under \$10,000.

21 **Ms. Hansen made a MOTION to approve the acrylic sign proposals. Mr. Kish made**
22 **the second, and all were in favor.**

23 The work requires a permit and is expected to be completed in the coming months. The
24 mock-up image provided by Mr. Baird will be uploaded to the website with the February
25 20 agenda.

26 **PUBLIC COMMENTS**

27 Deborah Jansen - Sunrise Cay - Ms. Jansen asked whether raising the weir would stop
28 saltwater intrusion. Ms. Hansen responded that doing so could create flooding
29 concerns.

30 Rheta Bradke - Orchid Cove Board – Ms. Bradke requested clarification for the record
31 regarding Mr. Gunther's submissions, noting that he has previously stated he was

1 acting in his individual capacity and not as a Board liaison. She requested that
2 contractual matters be communicated to the full Orchid Cove Board. Mr. McNamee
3 asked whether she preferred direct communication with the Board, and she confirmed
4 that preference.

5 Mr. Kish asked whether the canals are under federal or District jurisdiction. Mr. Truckey
6 responded that they are under South Florida Water Management District jurisdiction.
7 Mr. Kish expressed concerns regarding net fishing activity within the canals and
8 requested assistance in identifying appropriate enforcement contacts.

9 Mr. Dorrill stated that a teleconference with Florida Rural Water is scheduled for
10 February 9.

11 Mr. Baird asked for an update on the rate consultant. Mr. Dorrill stated that he has been
12 in contact with the senior manager or partner at the firm that acquired Mr. Weyer's
13 practice. Mr. Weyer contacted Mr. Dorrill on Monday to apologize for providing what he
14 had offered. The firm, PFM, is based in Orlando and provides econometric and district
15 management services. Mr. Dorrill stated that he anticipates presenting a contract for
16 that work at the February meeting and noted that Mr. Weyer is now employed by that
17 firm and remains the likely consultant due to his familiarity with the community.

18 Mr. McNamee stated that he had posted information in the room addressing public
19 questions regarding utility rate comparisons and encouraged residents to review the
20 materials. It was requested that they be posted on the website.

21 **ADJOURNMENT**

22 The next meeting will be on February 20, 2026, at 9:30 a.m. **On a MOTION by Ms.**
23 **Hansen and a second by Mr. McNamee, with all in favor, the meeting was**
24 **adjourned at 10:46 a.m.**



*Florida Utility
Solutions*

Wastewater Plant

**Received and treated
3.28 million gallons in
January**

Water Plant

**Produced and
distributed 3.37 million
gallons in January**

REUSE

**Distributed 9.60 million
gallons in January**

PORT OF THE ISLANDS CID

JANUARY 2026

MONTHLY PLANT OPERATIONS REPORT

FEBRUARY 20TH, 2026 BOARD MEETING



FLORIDA UTILITY SOLUTIONS

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

239-513-0445

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 1 pump and not communicating. Generator does not run.

- **Performance metrics:**

- Wastewater Treatment Plant

- 3.28 million gallons of wastewater received and treated in January

- Water Treatment

- Produced and distributed 3.37 million gallons in January

- Reuse

- Distributed 9.60 million gallons in January

Performance Metrics	Current Month January 2026	Prior Month December 2025
Wastewater treated	3,279,297	3,067,307
Sludge disposed - gallons	12,000	20,000
Reuse Water Pumped	9,596,968	9,568,712
Odor Complaints	0	0
Number of line breaks	0	1
Auto Flushers Flushed	9	9
Meters Read	864	0
Meters Re-read	16	0
Consumables	Current Month	Prior Month
Chlorine Usage	505	665
Water Usage Complaints	0	0

Maintenance and Repair

Preventive Maintenance

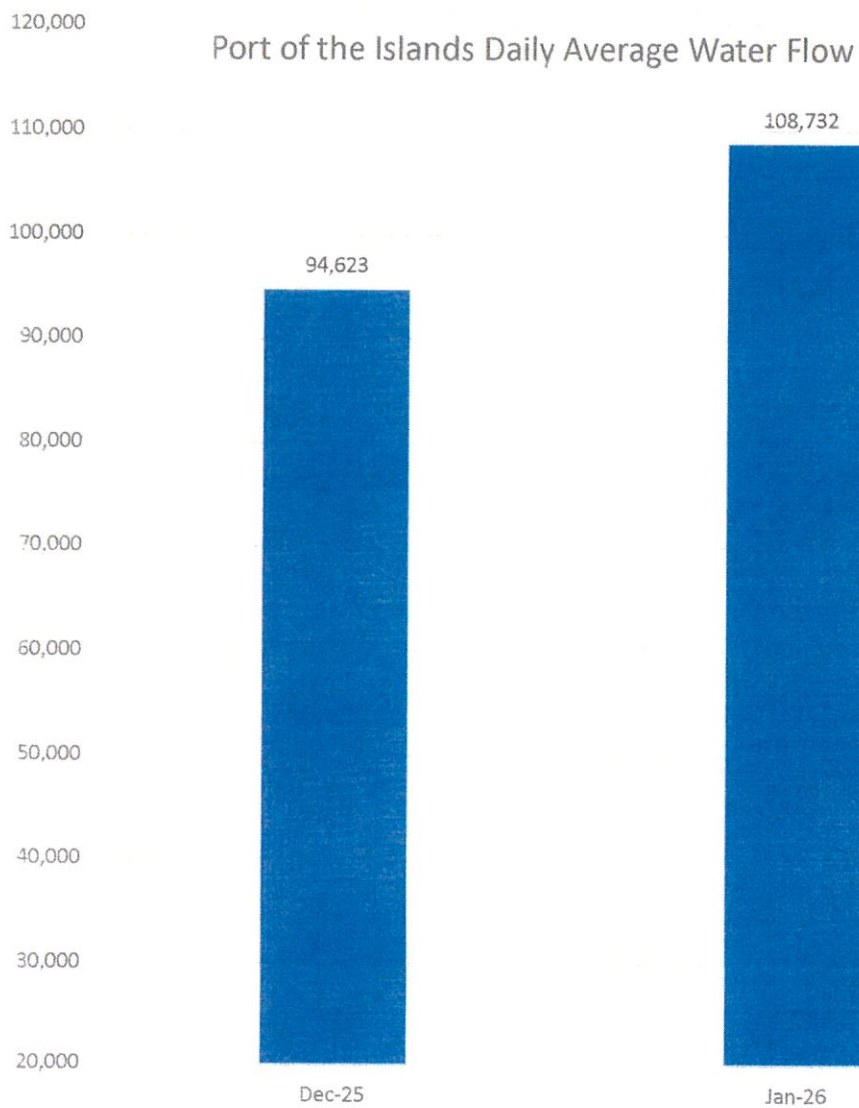
- Inspected all pump stations weekly.
- Odor control weekly checks performed.
- All pumps and motors greased.

Additional Maintenance

- 75hp reuse pump and motor was rebuilt and reinstalled.
- Replaced leaking backflow.
- Canal pump station only has one pump working.
- Newport master lift station rehab completed.
- Used a camera to inspect a sewer lateral for leaks or damage.
- Repaired broken water service line.
- Diagnosed and repaired plant generator issue.
- Serviced the plant and well generators.

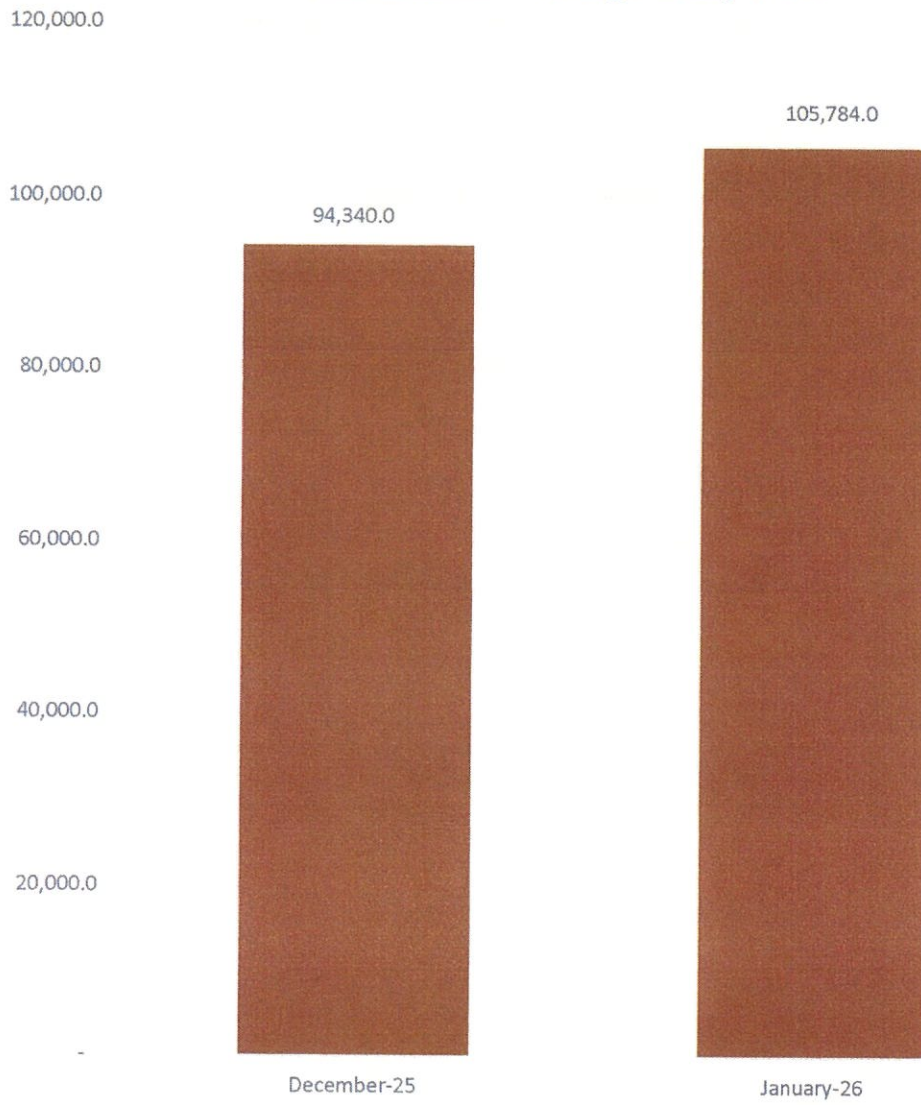
Health & Safety

- 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.



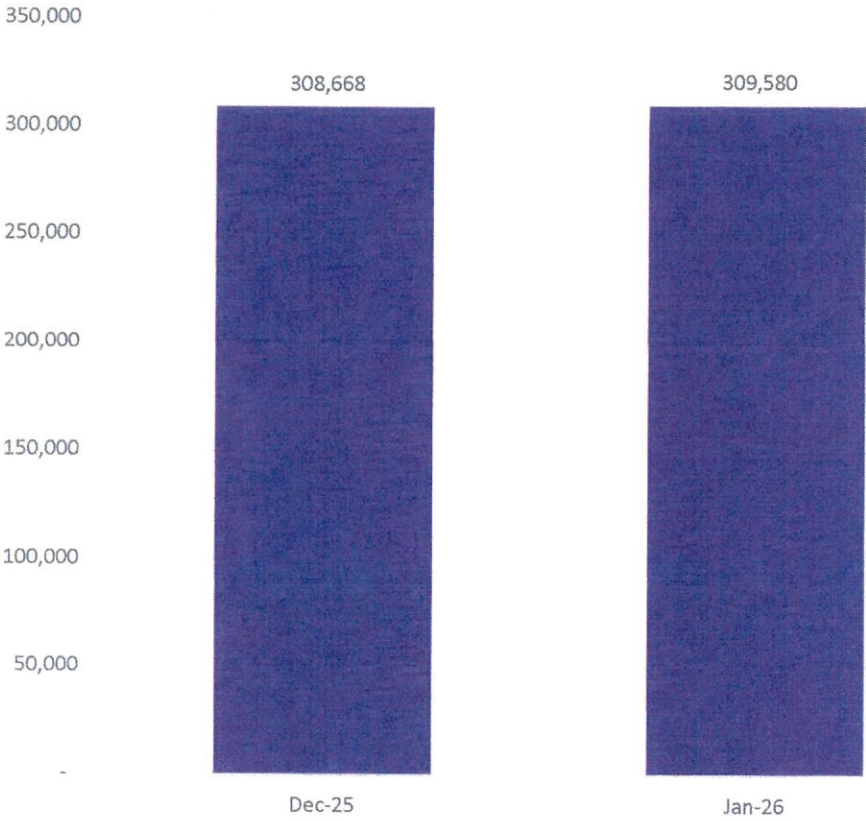
Port of the Islands Drinking Water Monthly Flow Average

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

Qualifying Requirements for Independent Districts

Independent Districts include Fire, Mosquito Control, Soil and Water Conservation and Community Development Districts.

Qualifying Dates

Noon, Monday, June 8, 2026 – Noon, Friday, June 12, 2026

Notwithstanding the qualifying dates stated above, the qualifying office may accept and hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period, to be processed and filed during the qualifying period.

Qualifying Documents

The following items must be complete and received by the Supervisor of Elections no later than noon on the final day of qualifying:

1. Form DS-DE 9, Appointment of Campaign Treasurer and Designation of Campaign Depository (only required if accepting donations and making expenditures)
2. Form DS-DE 302NP, Candidate Oath – Nonpartisan Office
3. Form DS-DE 84, Statement of Candidate (only required if accepting donations and making expenditures)
4. Form 1, Statement of Financial Interests for the year 2025
5. Collier County Affidavit of Intent (only required if not accepting donations and making expenditures)
6. Soil and Water District Candidate Oath (only required if filing for Soil and Water District office)

Qualifying by Petition

- 2026 petition signature requirement for Independent Districts is 25

If you intend to qualify for office by petition, rather than paying the qualifying fee, you may begin circulating your petitions any time after filing your DS-DE 9. You must use the State form (DS-DE 104) for your petitions. The last date you may submit petitions for verification is noon, May 11. A payment of ten cents per petition submitted is charged for verification unless an oath of undue burden has been filed with the Supervisor of Elections.

AFFIDAVIT OF INTENT COLLIER COUNTY SPECIAL DISTRICT CANDIDATE

State of Florida
County of Collier

I, _____, a candidate for the special district office of:
(print name)

_____ in the General Election understand
(Office and Seat Number)
that my only campaign expense, from personal funds, shall be the \$25 candidate-qualifying-fee or the signature verification fee for candidates who qualify by submitting 25 valid candidate petition signatures.

I will not be required to: appoint a campaign treasurer, designate a campaign depository or file periodic campaign treasurer's reports as required by Florida Statutes 99.061 or 106.07 and, therefore I am prohibited from collecting , soliciting, or accepting any money or contribution(s) in-kind, in connection with my campaign. I am also prohibited from making any expenditures on behalf of my candidacy.

In the event I later decide to collect, solicit, or accept any money or contribution(s) in-kind, or make any expenditure on behalf of my candidacy, I understand that I will be required to file Form DS-DE 9 (Appointment of Campaign Treasurer/Designation of Campaign Depository) with the Collier County Supervisor of Elections prior to such action. Upon filing form DS-DE 9 my campaign will then be subject to all provisions of Chapter 106 Florida Statutes including the requirement to file periodic campaign treasurer's reports.

X _____
Signature of Candidate

Date

Address

Phone

City

Zip Code

email address

CANDIDATE OATH**NONPARTISAN OFFICE**

(Do not use this form if a Judicial or School Board Candidate)
Check box **only** if you are seeking to qualify as a write-in candidate:

☐ Write-in candidate

OFFICE USE ONLY**Candidate Oath****Name to appear on ballot:** _____

Check box if two last names without hyphen. ☐ (Name cannot be changed after qualifying.)

Check box if name includes nickname. ☐ (For use of a nickname, you must complete the Nickname Affidavit on reverse side.)

I **swear or affirm** that I am a candidate for the nonpartisan office of _____, _____, _____,
(Office) (District #)
_____, _____; I am a qualified elector of _____ County, Florida;
(Circuit #) (Group or Seat #)

I am a qualified elector under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

Statement of Outstanding Fines, Fees, or Penalties

I owe outstanding fines, fees, or penalties, that cumulatively exceed \$250, for ethics or campaign finance violations (s. 99.021(1)(d), F.S.).

YES, I Do _____ **NO, I Do Not** _____

If you do, you must also specify the amount owed and each entity that levied the same on the reverse side.

X ()
Signature of Candidate Telephone Number Email Address
Address of Legal Residence City State ZIP Code

STATE OF FLORIDA**COUNTY OF** _____

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ OR physical presence ☐
this _____ day of _____, 20____.

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced: _____

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

Phonetic Spelling of Name

Phonetic spelling for the audio ballot (not required for qualifying purposes): Print the name phonetically on the line below as you wish it to be pronounced on the audio ballot as may be used by persons with disabilities (see instructions on page 3 of this form):

Statement of Outstanding Fines, Fees or Penalties

Pursuant to Section 99.021(1)(d), F.S., each candidate, whether a party candidate, a candidate with no party affiliation, or a write-in candidate, shall, at the time of subscribing to the oath or affirmation, state in writing whether he or she owes any outstanding fines, fees, or penalties that cumulatively exceed \$250 for any violations of s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees under part III of chapter 112, any local ethics ordinance governing standards of conduct and disclosure requirements, or chapter 106.

Amount	Entity

Affidavit of Nickname (Only required if using nickname for the ballot.)

My legal name is _____. I am over the age of eighteen (18) and the contents of this affidavit are true and correct.

My nickname is _____. I am generally known by this nickname or have used it as part of my legal name. I have not created the nickname to mislead voters. My nickname does not imply I am some other person, constitute a political slogan or otherwise associate me with a cause or issue, or that is obscene or profane.

Signature of Candidate: _____

STATE OF FLORIDA

COUNTY OF _____

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means

of online notarization ☐ OR physical presence ☐

this _____ day of _____, 20_____.

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced: _____

DO NOT SUBMIT THIS PAGE TO THE FILING OFFICER

Guide for Designating Phonetic Spelling of Candidate's Name for Audio Ballot

1. Use the tables below.
2. Use upper case for "stressed" syllables. Use lowercase for "unstressed" syllables.
3. Use dashes (-) to separate syllables.
4. Add any notes such as rhyming examples, silent letters, etc.

Vowels			
Stressed Vowel Sounds		Unstressed Vowel Sounds	
EE	(FEET) feet	uh	(SO-fuh) sofa (FING-guhr) finger
I	(FIT) fit		
E	(BED) bed		
A	(KAT) cat (KAD) cad		
AH	(FAH-thur) father (PAHR) par		
AH	(HAHT) hot (TAH-dee) toddy		
UH	(FUHJ) fudge (FLUHD) flood		
UH	(CHUHRCH) church		
AW	(FAWN) fawn	Certain Vowel Sounds with R	
U	(FUL) full	AHR	(PAHR) par
OO	(FOOD) food	ER	(PER) pair
OU	(FOUND) found	IR	(PIR) peer
O	(FO) foe	OR	(POR) pour
EI	(FEIT) fight	OOR	(POOR) poor
AI	(FAIT) fate	UHR	(PUHR) purr
OI	(FOIL) foil		
YOO	(FYOOR-ee-uhs) furious		
Consonants			
B	(BED) bed	R	(RED) red
D	(DET) debt	S	(SET) set
F	(FED) fed	T	(TEN) ten
G	(GET) get	V	(VET) vet
H	(HED) head	Y	(YET) yet
HW	(WHICH) which	W	(WICH) witch
J	(JUHJ) jug	CH	(CHUHRCH) church
K	(KAD) cad	SH	(SHEEP) sheep
L	(LAIM) lame	TS	(ITS) its (PITS-feeld) Pittsfield
M	(MAT) mat	TH	(THEI) thigh
N	(NET) net	TH	(THEI) thy
NG	(SING-uhr) singer	ZH	(A-zuhr) azure (VI-zuhn) vision
P	(PET) pet	Z	(GOODZ) goods (HUH-buhz-tuhn) Hubbardston
Examples of Phonetically Spelled Names			
NAME ON BALLOT		PRONOUNCED AS	
Mishaud		mee-SHO ('d' is silent)	
Jahn		HAHN (rhyme: fawn)	
Beauprez		boo-PRAI (rhyme: hooray)	
Maniscalco		man-uh-SKAL-ko	
Tangipahoa		TAN-ji-pah-HO-uh	
Monte		Mahn-TAI	
Tanya		TAWN-yuh (not TAN)	

DO NOT SUBMIT THIS PAGE TO THE FILING OFFICER

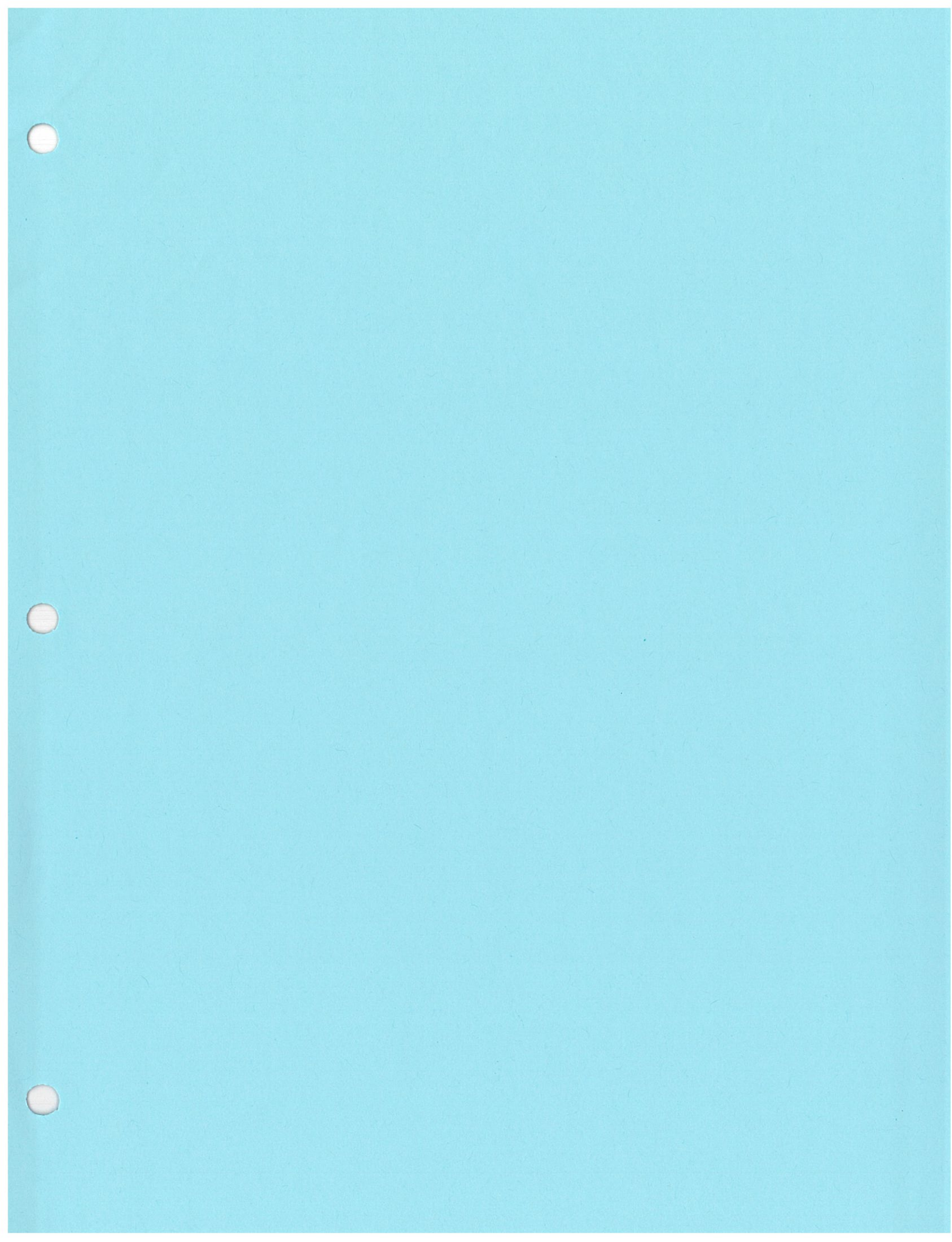
Filling out your Form 1 Statement of Financial Interests

Calendar Year 2025

If you are a new candidate or incumbent, you must fill out your Form 1 on the Florida Commission on Ethics website. Paper forms are no longer produced or accepted.

Directions and the portal may be found at:

<https://disclosure.floridaethics.gov/Account/Login>



Office

From: Neil Dorrill
Sent: Wednesday, February 11, 2026 3:59 PM
To: Office
Subject: FW: Surplus Property Auction
Attachments: Royal Auction Contact.pdf

Backup or handout for surplus property auction.

From: David Childress <David.Childress@collier.gov>
Sent: Wednesday, February 11, 2026 3:35 PM
To: Neil Dorrill <Neil@dmgfl.com>
Cc: Pamela Martis <Pamela.Martis@collier.gov>
Subject: RE: Surplus Property Auction

Neil,

Sorry for the delay. Here is our contact for the auction see attached PDF ofr their business card.

David Childress
Division Director - Fleet Management
Fleet Management

Office: [239-252-4110](tel:239-252-4110)
Mobile: [239-784-3396](tel:239-784-3396)

2901 COUNTY BARN RD
Naples, FL 34120
David.Childress@collier.gov



My email address has changed. Effective immediately, please update your contact list to use this new address: David.Childress@collier.gov

From: Neil Dorrill <Neil@dmgfl.com>
Sent: Wednesday, February 11, 2026 11:39 AM
To: David Childress <David.Childress@collier.gov>
Subject: FW: Surplus Property Auction

David: Nice to speak to you yesterday. At your convenience would you provide the contact info for your auctioneer? Thanks

From: Neil Dorrill
Sent: Wednesday, February 11, 2026 11:34 AM
To: Office <Office@dmgfl.com>
Subject: FW: Surplus Property Auction

From: David Childress <David.Childress@collier.gov>
Sent: Friday, February 6, 2026 9:42 AM
To: Neil Dorrill <Neil@dmgfl.com>
Subject: RE: Surplus Property Auction

Neil, give me a call this afternoon when you have a minute to talk about auctions

David Childress
Division Director - Fleet Management
Fleet Management

Office: [239-252-4110](tel:239-252-4110)
Mobile: [239-784-3396](tel:239-784-3396)

2901 COUNTY BARN RD
Naples, FL 34120
David.Childress@collier.gov



My email address has changed. Effective immediately, please update your contact list to use this new address: David.Childress@collier.gov

From: Neil Dorrill <Neil@dmgfl.com>
Sent: Thursday, February 5, 2026 2:32 PM
To: David Childress <David.Childress@collier.gov>
Subject: RE: Surplus Property Auction

Understood. I previously worked at the county for almost 20 years. Hope we can work something out to expose this property to a larger audience.

From: David Childress <David.Childress@collier.gov>
Sent: Thursday, February 5, 2026 2:15 PM
To: Neil Dorrill <Neil@dmgfl.com>
Cc: Pamela Martis <Pamela.Martis@collier.gov>
Subject: RE: Surplus Property Auction

Let me check. I don't see an issue, but let me confirm it, and then I will get you in touch with the individual who handles our fleet surplus here at Fleet Management

David Childress
Division Director - Fleet Management
Fleet Management

Office: [239-252-4110](tel:239-252-4110)
Mobile: [239-784-3396](tel:239-784-3396)

2901 COUNTY BARN RD



Naples, FL 34120
David.Childress@collier.gov

My email address has changed. Effective immediately, please update your contact list to use this new address: David.Childress@collier.gov

From: Neil Dorrill <Neil@dmgfl.com>
Sent: Thursday, February 5, 2026 2:10 PM
To: David Childress <David.Childress@collier.gov>
Subject: FW: Surplus Property Auction

David: You and I have not previously met. My name is Neil Dorrill and I serve as the Pelican Bay Services Division Director. I am not a county employee as the position has historically been filled by contract. I also manage CDD's at Pelican Marsh, Tiburon, Lely Resort and several others. I was wondering if my other governmental clients could dispose of their vehicles and equipment at you upcoming auction this spring. I would be happy to compensate you for any commission or fees that are incurred. At the moment I have two vehicles, several skid mowers a Kubota utility vehicle, small boat with outboard and a trailer mounted sprayer. Let me know if you have any questions or deadlines. All three clients have previously declared the property as surplus by a Resolution of the board.

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

PAUL SECULER

TERRITORY SALES MANAGER

paul@royalauctiongroup.com
954.213.8887



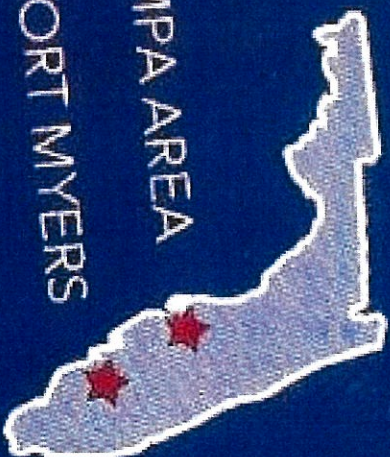
Scan for more information about
selling with Royal Auction Group

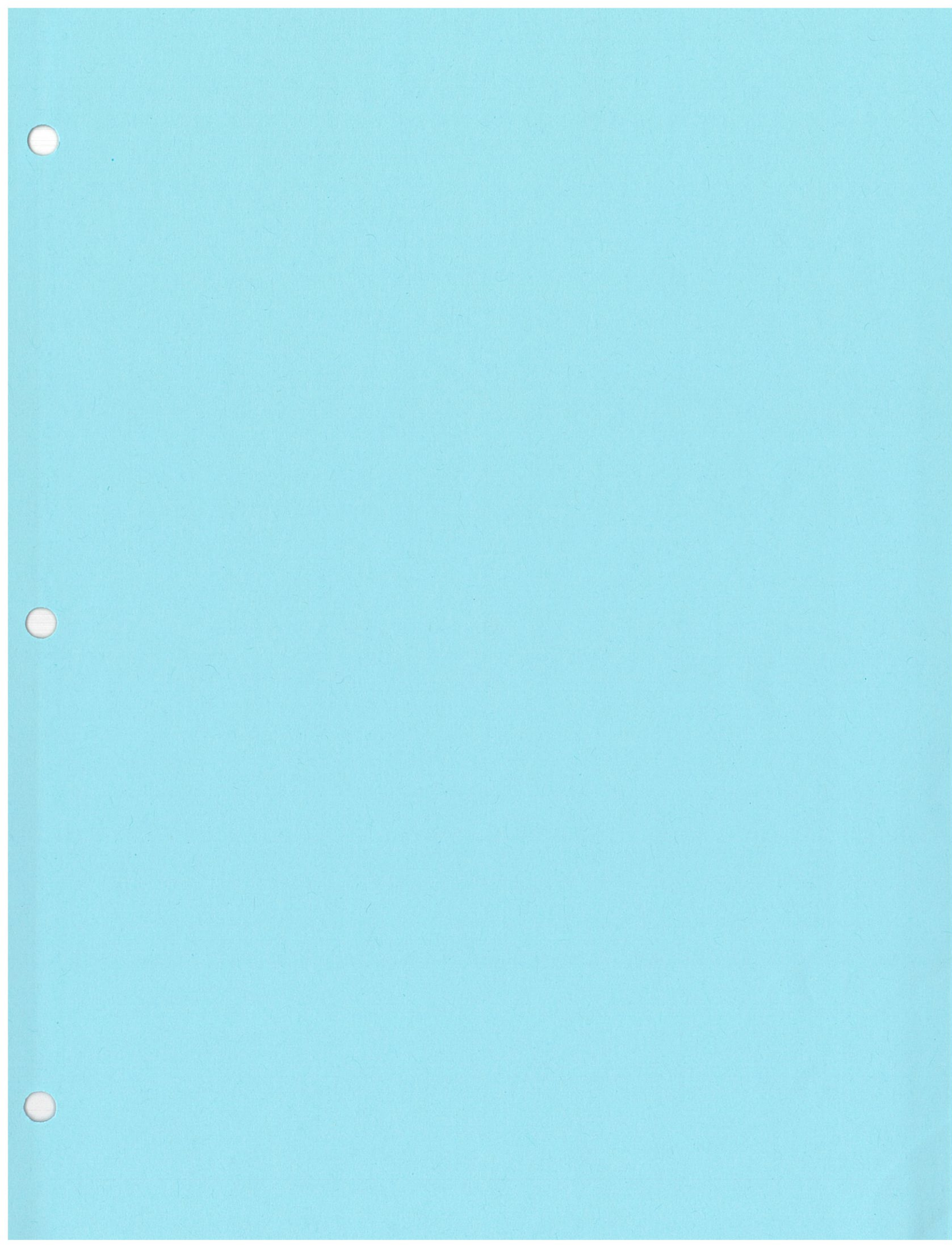
RoyalAuctionGroup.com

2738 Gall Blvd
Zephyrhills, FL 33541
813.715.7920

7061 Allico Rd
Fort Myers, FL 33912
239.936.4121

TAMPA AREA
FORT MYERS







AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), made and entered into this 30th day of January 2026 by and between Port of the Islands Community Improvement District ("Client or "District") and PFM Group Consulting, LLC ("PFM") sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the Client desires to obtain the services of a consultant to provide consulting services; and

WHEREAS, PFM is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service. Exhibit A will include a timetable governing the work and dates for deliverables.

III. COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERMS AND TERMINATION

This Agreement shall be effective from January 30, 2026, until December 31, 2026 (the "Initial Term") unless terminated in writing by either party upon thirty (30) days written notice to the other party. The Agreement will terminate upon PFM's delivery of the report contemplated in Exhibit A.

Upon termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Agreement or any interests hereunder to an entity that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VI. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

Port of the Islands Community Improvement District

Dorrill Management Group
5672 Strand Ct #1, Naples, FL 34110
Phone: 239.592.9115
Attention: Neil Dorrell
Email: Neil@dmgfl.com

PFM Group Consulting LLC

3501 Quadrangle Boulevard, Ste 270
Orlando, Florida 32718
Phone: 407.723.5900
Attention: Kevin Plenzler
Email: plenzlerk@pfm.com

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. PFM 's REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of PFM and affiliates of PFM as determined by PFM in its sole discretion. PFM may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the PFM staff assigned to this Agreement. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties, PFM shall have no liability arising under this Agreement.

XII. INDEPENDENT CONTRACTOR

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XIV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PFM Group Consulting, LLC

By:

Name: Jennifer Walden

Title: Senior District Director

Date: January 30, 2026

EXHIBIT A

SCOPE OF SERVICES AND TIMETABLE

1.0 Scope of Services

1.1 Overview

The District is currently in the process of evaluating the District's annual operation and maintenance ("O&M") budget in conjunction with its existing development (and associated land uses). This review typically results in the preparation of an updated O&M assessment methodology. The District is interested in commissioning PFM Group Consulting LLC ("PFM") to provide an updated O&M assessment methodology for application in Fiscal Year 2027. In addition to determining the special benefits to properties within the District's boundaries, the updated O&M will include specific benefit determination for the following land uses:

- How to address separate assessments for boat rental operations in the District;
- How to address owners of lot and a half size properties; and
- How to possibly reinstitute assessments on the north-side hotel property owned by Collier County.

The Scope of Services is summarized within the Task Plan.

2.0 Task Plan

Task 1 – Preparation of an O&M Assessment Methodology

PFM in conjunction with the District's management company will prepare an O&M assessment methodology report for the District. The assessment methodology is a process by which PFM will do a detailed line-item review of the Operations & Maintenance budget to understand the budget categories. The properties within the District will be allocated their share of the annual O&M budget based upon the estimated benefit to each of the properties. The analysis will include but not necessarily limited to the following:

- Review of the District's O&M budget and associated allocation of specific budget line items to the District's property owners
- Formulation of an O&M assessment methodology outlining the benefit determination and resulting assessment structure to be used to secure the repayment of the District's annual O&M budget
- Calculation of the preliminary and final assessment rolls or their equivalent for the District's use in administering the District's assessments.

Task 2 – Meetings and Presentations

The Consultant will make presentations and attend up to two meetings at the request of the Client.

3.0 Timetable

Subject to the availability of and access to information we deem necessary, in our sole discretion, to complete the tasks outlined herein, PFM will complete Task 1 and Task 2 on a mutually agreed timetable consistent with the Client's needs.

The completion of any additional consulting services requested will proceed with Client authorization and will be completed on a mutually agreed timetable.

EXHIBIT B
COMPENSATION FOR SERVICES

The Client shall pay a fixed fee of \$7,500 for Task 1.

The Client shall pay the hourly rate(s) for Task 2 (includes travel time and time spent at the District's meetings).

Out-of-pocket expenses for travel and miscellaneous items will be billed at cost and are in addition to the Task 1 and Task 2 fee with a NTE of \$1,500.

Hourly Rates:

Managing Director:	\$370
Director:	\$350
Sr. Managing Consultant:	\$330
Sr. Analyst:	\$285
Analyst:	\$275

At the completion of this engagement, as evidenced by delivery of the final report referenced in Exhibit A, PFM will have no further responsibility related to the Client, unless otherwise agreed to under separate contract or agreement.

EXHIBIT C

INSURANCE

Insurance Statement

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision

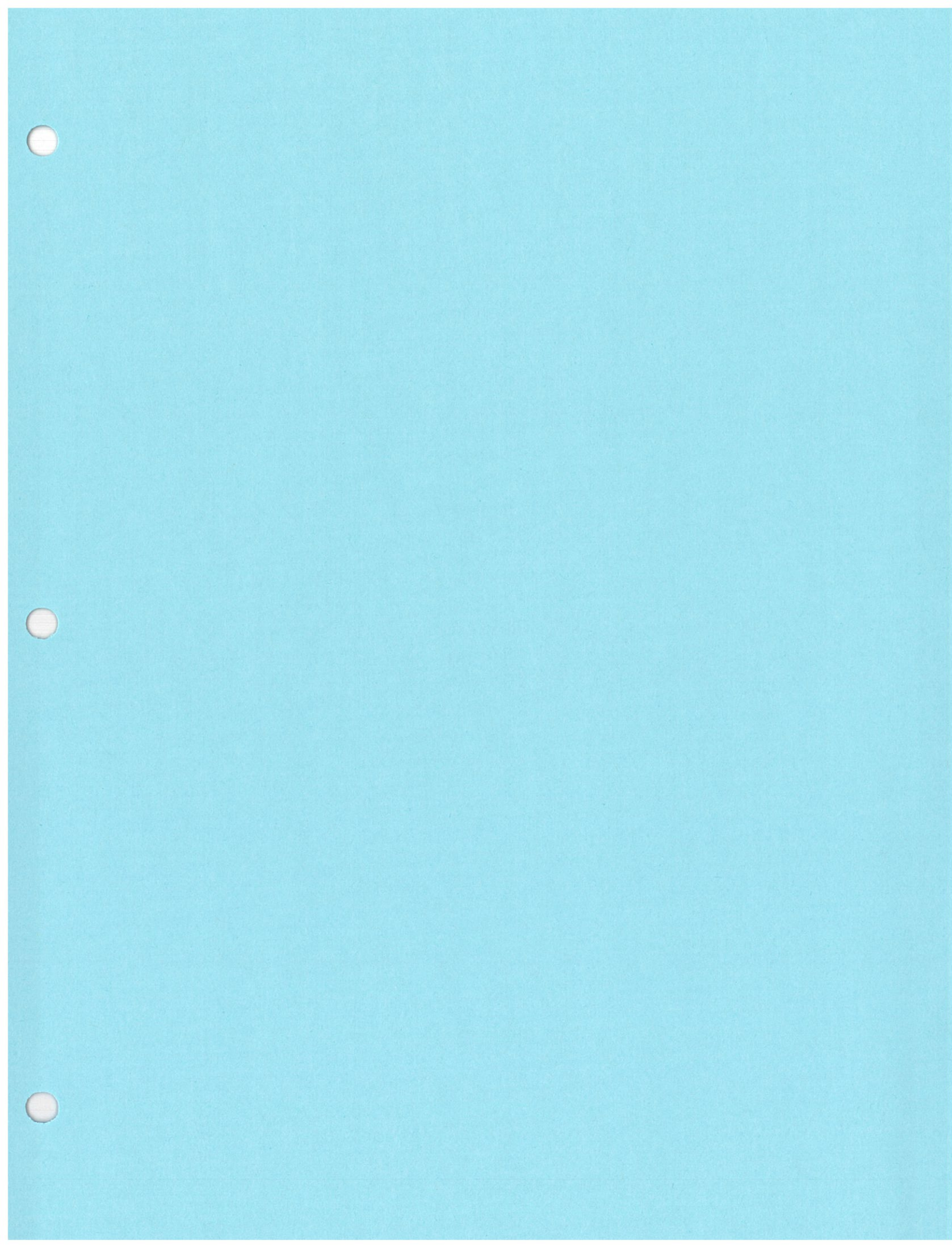
General Liability \$0

Professional (E&O)/ Cyber Liability \$250,000

Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O).....	AIG Specialty Insurance Company; (A; Stable)
Cyber Liability.....	AIG Specialty Insurance Company (A; Stable)
Crime.....	Berkley Regional Insurance Company; (A+; Stable)
General Liability.....	The Phoenix Insurance Company; (A++ Stable)
Automobile Liability.....	St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability.....	Travelers Property Casualty Company of America; (A++ Stable)
Workers Compensation.....	Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability	





AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), made and entered into this 30th day of January 2026 by and between Port of the Islands Community Improvement District ("Client or "District") and PFM Group Consulting, LLC ("PFM") sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the Client desires to obtain the services of a consultant to provide consulting services; and

WHEREAS, PFM is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service. Exhibit A will include a timetable governing the work and dates for deliverables.

III. COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERMS AND TERMINATION

This Agreement shall be effective from January 30, 2026, until December 31, 2026 (the "Initial Term") unless terminated in writing by either party upon thirty (30) days written notice to the other party. The Agreement will terminate upon PFM's delivery of the report contemplated in Exhibit A.

Upon termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Agreement or any interests hereunder to an entity that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VI. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

Port of the Islands Community Improvement District

Dorrill Management Group
5672 Strand Ct #1, Naples, FL 34110
Phone: 239.592.9115
Attention: Neil Dorrell
Email: Neil@dmgfl.com

PFM Group Consulting LLC

3501 Quadrangle Boulevard, Ste 270
Orlando, Florida 32718
Phone: 407.723.5900
Attention: Kevin Plenzler
Email: plenzlerk@pfm.com

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. PFM 's REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of PFM and affiliates of PFM as determined by PFM in its sole discretion. PFM may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the PFM staff assigned to this Agreement. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties, PFM shall have no liability arising under this Agreement.

XII. INDEPENDENT CONTRACTOR

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XIV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PFM Group Consulting, LLC

By:

Name: Jennifer Walden

Title: Senior District Director

Date: January 30, 2026

EXHIBIT A

SCOPE OF SERVICES AND TIMETABLE

1.0 Scope of Services

1.1 Overview

The District is currently in the process of evaluating the District's annual operation and maintenance ("O&M") budget in conjunction with its existing development (and associated land uses). This review typically results in the preparation of an updated O&M assessment methodology. The District is interested in commissioning PFM Group Consulting LLC ("PFM") to provide an updated O&M assessment methodology for application in Fiscal Year 2027. In addition to determining the special benefits to properties within the District's boundaries, the updated O&M will include specific benefit determination for the following land uses:

- How to address separate assessments for boat rental operations in the District;
- How to address owners of lot and a half size properties; and
- How to possibly reinstitute assessments on the north-side hotel property owned by Collier County.

The Scope of Services is summarized within the Task Plan.

2.0 Task Plan

Task 1 – Preparation of an O&M Assessment Methodology

PFM in conjunction with the District's management company will prepare an O&M assessment methodology report for the District. The assessment methodology is a process by which PFM will do a detailed line-item review of the Operations & Maintenance budget to understand the budget categories. The properties within the District will be allocated their share of the annual O&M budget based upon the estimated benefit to each of the properties. The analysis will include but not necessarily limited to the following:

- Review of the District's O&M budget and associated allocation of specific budget line items to the District's property owners
- Formulation of an O&M assessment methodology outlining the benefit determination and resulting assessment structure to be used to secure the repayment of the District's annual O&M budget
- Calculation of the preliminary and final assessment rolls or their equivalent for the District's use in administering the District's assessments.

Task 2 – Meetings and Presentations

The Consultant will make presentations and attend up to two meetings at the request of the Client.

3.0 Timetable

Subject to the availability of and access to information we deem necessary, in our sole discretion, to complete the tasks outlined herein, PFM will complete Task 1 and Task 2 on a mutually agreed timetable consistent with the Client's needs.

The completion of any additional consulting services requested will proceed with Client authorization and will be completed on a mutually agreed timetable.

EXHIBIT B
COMPENSATION FOR SERVICES

The Client shall pay a fixed fee of \$7,500 for Task 1.

The Client shall pay the hourly rate(s) for Task 2 (includes travel time and time spent at the District's meetings).

Out-of-pocket expenses for travel and miscellaneous items will be billed at cost and are in addition to the Task 1 and Task 2 fee with a NTE of \$1,500.

Hourly Rates:

Managing Director:	\$370
Director:	\$350
Sr. Managing Consultant:	\$330
Sr. Analyst:	\$285
Analyst:	\$275

At the completion of this engagement, as evidenced by delivery of the final report referenced in Exhibit A, PFM will have no further responsibility related to the Client, unless otherwise agreed to under separate contract or agreement.

EXHIBIT C

INSURANCE

Insurance Statement

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision

General Liability \$0

Professional (E&O)/ Cyber Liability \$250,000

Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O).....	AIG Specialty Insurance Company; (A; Stable)
Cyber Liability.....	AIG Specialty Insurance Company (A; Stable)
Crime.....	Berkley Regional Insurance Company; (A+; Stable)
General Liability.....	The Phoenix Insurance Company; (A++ Stable)
Automobile Liability.....	St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability.....	Travelers Property Casualty Company of America; (A++ Stable)
Workers Compensation.....	Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability	



AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), made and entered into this 30th day of January 2026 by and between Port of the Islands Community Improvement District ("Client or "District") and PFM Group Consulting, LLC ("PFM") sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the Client desires to obtain the services of a consultant to provide consulting services;
and

WHEREAS, PFM is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service. Exhibit A will include a timetable governing the work and dates for deliverables.

III. COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERMS AND TERMINATION

This Agreement shall be effective from January 30, 2026, until December 31, 2026 (the "Initial Term") unless terminated in writing by either party upon thirty (30) days written notice to the other party. The Agreement will terminate upon PFM's delivery of the report contemplated in Exhibit A.

Upon termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Agreement or any interests hereunder to an entity that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VI. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

Port of the Islands Community Improvement District

Dorrill Management Group
5672 Strand Ct #1, Naples, FL 34110
Phone: 239.592.9115
Attention: Neil Dorrell
Email: Neil@dmgfl.com

PFM Group Consulting LLC

3501 Quadrangle Boulevard, Ste 270
Orlando, Florida 32718
Phone: 407.723.5900
Attention: Kevin Plenzler
Email: plenzlerk@pfm.com

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. PFM 's REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of PFM and affiliates of PFM as determined by PFM in its sole discretion. PFM may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the PFM staff assigned to this Agreement. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties, PFM shall have no liability arising under this Agreement.

XII. INDEPENDENT CONTRACTOR

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XIV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PFM Group Consulting, LLC

By:

Name: Jennifer Walden

Title: Senior District Director

Date: January 30, 2026

EXHIBIT A

SCOPE OF SERVICES AND TIMETABLE

1.0 Scope of Services

1.1 Overview

The District currently owns and operates water and wastewater treatment facilities (as well as associated lift stations). The DISTRICT District facilities provide all water, sewer, and irrigation utility services to the community. The District is in the process of determining the scope and scale of capital improvements to its water and wastewater plant facilities.

As part of this work, the District is requesting the development of a methodology for the calculation of "impact fees" and/or "connection fees" that would provide for the repayment of these capital costs from the properties benefitting from the plants' improvements. The District is interested in commissioning PFM Group Consulting LLC ("PFM") to provide an analysis and methodology for calculation of applicable "impact fees" and/or "connection fees."

The Scope of Services is summarized within the Task Plan.

2.0 Task Plan

Task 1 – Impact Fee/Connection Fee Analysis and Methodology

PFM will work with the District's consultants and the District's management company regarding the review and analysis of applicable reports detailing the capital improvements to the Water and Wastewater Plants (and associated facilities). PFM's analysis will include a review of the District's estimated capital plan, the existing District development (residential and non-residential) and any future development and expansion plans. As part of its review and analysis, PFM will research and review industry data and information regarding the development of "impact fees" and/or "connection fees." PFM will provide the District a formal report with applicable data and tables.

Task 2 – Meetings and Presentations

The Consultant will make presentations and attend up to two meetings at the direction of the Client.

3.0 Timetable

Subject to the availability of and access to information we deem necessary, in our sole discretion, to complete the tasks outlined herein, PFM will complete Task 1 and Task 2 on a mutually agreed timetable consistent with the Client's needs.

The completion of any additional consulting services requested will proceed with Client authorization and will be completed on a mutually agreed timetable.

EXHIBIT B
COMPENSATION FOR SERVICES

The Client shall pay a fixed fee of \$23,500 for Task 1.

The Client shall pay the hourly rate(s) for Task 2 (includes travel time and time spent at the District's meetings).

Out-of-pocket expenses for travel and miscellaneous items will be billed at cost and are in addition to the Task 1 and Task 2 fee with a NTE of \$1,500.

Hourly Rates:

Managing Director:	\$370
Director:	\$350
Sr. Managing Consultant:	\$330
Sr. Analyst:	\$285
Analyst:	\$275

At the completion of this engagement, as evidenced by delivery of the final report referenced in Exhibit A, PFM will have no further responsibility related to the Client, unless otherwise agreed to under separate contract or agreement.

EXHIBIT C

INSURANCE

Insurance Statement

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
General Liability \$0
Professional (E&O)/ Cyber Liability \$250,000
Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O).....	AIG Specialty Insurance Company; (A; Stable)
Cyber Liability.....	AIG Specialty Insurance Company (A; Stable)
Crime.....	Berkley Regional Insurance Company; (A+; Stable)
General Liability.....	The Phoenix Insurance Company; (A++ Stable)
Automobile Liability.....	St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability.....	Travelers Property Casualty Company of America; (A++ Stable)
Workers Compensation.....	Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability	

Port of the Islands CID

FINANCIAL STATEMENTS

December 31, 2025
(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 December 31, 2025**

Assets

	Operating	Water and Sewer	Total
Current Assets			
Checking	\$ 3,693,835.26	\$ 0.00	\$ 3,693,835.26
Checking - Water/Sewer	0.00	1,751,725.92	1,751,725.92
Undeposited Cash (WS)	0.00	56,685.91	56,685.91
Accounts Receivable	0.00	175,935.69	175,935.69
Due To/From 001/202	0.00	(573,502.83)	(573,502.83)
Due To/From 001/202	573,502.83	0.00	573,502.83
Prepaid Items	39,062.00	39,062.00	78,124.00
Total Current Assets	<u>4,306,400.09</u>	<u>1,449,906.69</u>	<u>5,756,306.78</u>
Property and Equipment			
Land	0.00	599,674.85	599,674.85
Irrigation	0.00	7,970,665.43	7,970,665.43
Equipment	0.00	500,979.06	500,979.06
Improvements - W/WS	0.00	7,727,885.60	7,727,885.60
Less Accumulated Depreciation	0.00	(9,882,064.33)	(9,882,064.33)
Net Property and Equipment	<u>0.00</u>	<u>6,917,140.61</u>	<u>6,917,140.61</u>
Total Assets	<u>\$ 4,306,400.09</u>	<u>\$ 8,367,047.30</u>	<u>\$ 12,673,447.39</u>

Liabilities and Fund Balance

	Operating	Water and Sewer	Total
Current Liabilities			
Accounts Payable	\$ 92,720.72	\$ 0.00	\$ 92,720.72
Other Current Liabilities	0.00	14,521.51	14,521.51
Utility Customer Deposits	0.00	15,950.00	15,950.00
Total Current Liabilities	<u>92,720.72</u>	<u>30,471.51</u>	<u>123,192.23</u>
Long-Term Liabilities			
Total Long-Term Liabilities	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>92,720.72</u>	<u>30,471.51</u>	<u>123,192.23</u>
Fund Balances			
Unreserved Fund Balance	3,719,156.98	8,312,816.15	12,031,973.13
Retained Earnings	494,522.39	23,759.64	518,282.03
Total Fund Balance	<u>4,213,679.37</u>	<u>8,336,575.79</u>	<u>12,550,255.16</u>
Total Liabilities and Fund Balance	<u>\$ 4,306,400.09</u>	<u>\$ 8,367,047.30</u>	<u>\$ 12,673,447.39</u>

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

December 31, 2025

General Fund

	Current Period	Current Period		YTD	YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget				
Revenue								
FEMA Reimbursement	\$	0 \$	0 \$	6,750 \$	0 \$	6,750 \$	0	0
Interest Income		10,865	13,333	32,375	40,000	(7,625)	160,000	160,000
Special Assmnts- Tax Collector		251,286	67,925	596,660	203,776	392,884	815,105	815,105
Interest - Tax Collector		0	42	0	125	(125)	500	500
Special Assmnts-Discounts		0	(3,750)	0	(11,250)	11,250	(45,000)	(45,000)
Other Miscellaneous Revenues		0	0	787	0	787	0	0
Total Revenue		262,151	77,550	636,572	232,651	403,921	930,605	930,605

Expenses

Administrative							
P/R-Board Of Supervisors	500	500	1,500	1,500		0	6,000
Employment Taxes	38	38	115	113		2	450
P/R - Processing Fees	19	42	77	125		(48)	500
County Property Tax	0	2,173	9,030	6,520		2,510	26,080
Profserv-Engineering	868	3,333	3,362	10,000		(6,638)	40,000
Profserv-Legal Services	4,436	2,083	14,779	6,250		8,529	25,000
Profserv-Mgmt Consulting Serv	4,479	4,250	13,437	12,750		687	51,000
Profserv-Property Appraiser	0	225	16,014	675		15,339	2,700
Auditing Services	250	550	1,000	1,650		(650)	6,600
Rentals & Leases	126	83	336	250		86	1,000
Postage And Freight	0	42	52	125		(73)	500
Insurance - General Liability	2,520	1,000	5,040	3,000		2,040	12,000
Insurance - Worker's Compensation	0	167	2,000	500		1,500	2,000
Printing & Binding	0	17	239	50		189	200
Legal Advertising	194	417	780	1,250		(470)	5,000
Special Services	1,468	1,250	11,436	3,750		7,686	15,000
Tax Collector Fee	5,026	1,250	11,933	3,750		8,183	15,000
Misc-District Website	0	300	53	900		(847)	3,600
Annual District Filing Fee	0	15	0	44		(44)	175
Total Administrative	19,924	17,735	91,183	53,202		37,981	212,805

Unaudited

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

December 31, 2025

General Fund

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
<u>Operations & Maintenance</u>						
Contracts-Field Services	950	542	950	1,625	(675)	6,500
Electricity-Streetlighting	2,876	2,500	8,608	7,500	1,108	30,000
R&M-Renewal & Replacement	0	417	0	1,250	(1,250)	5,000
R&M-Grounds	1,544	2,083	2,217	6,250	(4,033)	25,000
Misc-Hurricane	4,190	0	4,190	0	4,190	0
R&M-Storm Water Drainage	0	417	0	1,250	(1,250)	5,000
Total Operations & Maintenance	9,560	5,959	15,965	17,875	-1,910	71,500
<u>Landscape & Irrigation</u>						
Contracts-Landscape	8,021	8,083	24,062	24,250	(188)	97,000
Utility-Irrigation	0	1,250	4,002	3,750	252	15,000
R&M-Irrigation	2,084	1,000	6,244	3,000	3,244	12,000
Total Landscape & Irrigation	10,105	10,333	34,308	31,000	3,308	124,000
<u>Lakes & Ponds</u>						
Contracts-Lakes	410	167	595	500	95	2,000
Total Lakes & Ponds	410	167	595	500	95	2,000
<u>Roads & Sidewalks</u>						
R&M-Signage	0	25	0	75	(75)	300
R&M-Roads & Alleyways	0	833	0	2,500	(2,500)	10,000
Total Roads & Sidewalks		858		2,575	-2,575	10,300
<u>Mosquito Control</u>						
Contracts-Mosquito Spray	0	833	0	2,500	(2,500)	10,000
Total Mosquito Control		833		2,500	-2,500	10,000

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

December 31, 2025

General Fund

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
Capital Expenditures & Projects						
Capital Outlay - Landscape	0	2,083	0	6,250	(6,250)	25,000
Contingency	0	10,417	0	31,250	(31,250)	125,000
Capital Reserve	0	29,167	0	87,500	(87,500)	350,000
Total Capital Expenditures & Projects		41,667		125,000	-125,000	500,000
Total Expenditures	39,999	77,552	142,051	232,652	(90,601)	930,605
Other Financing Sources (Uses)						
Other Sources						
Other Financing Sources (Uses)						
Other Sources						
Other Uses						
Revenue (Over) Under Expenses	\$ 222,152	\$ (2)	\$ 494,521	\$ (1)	\$ 494,522	\$ 0

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

December 31, 2025

Water/Sewer

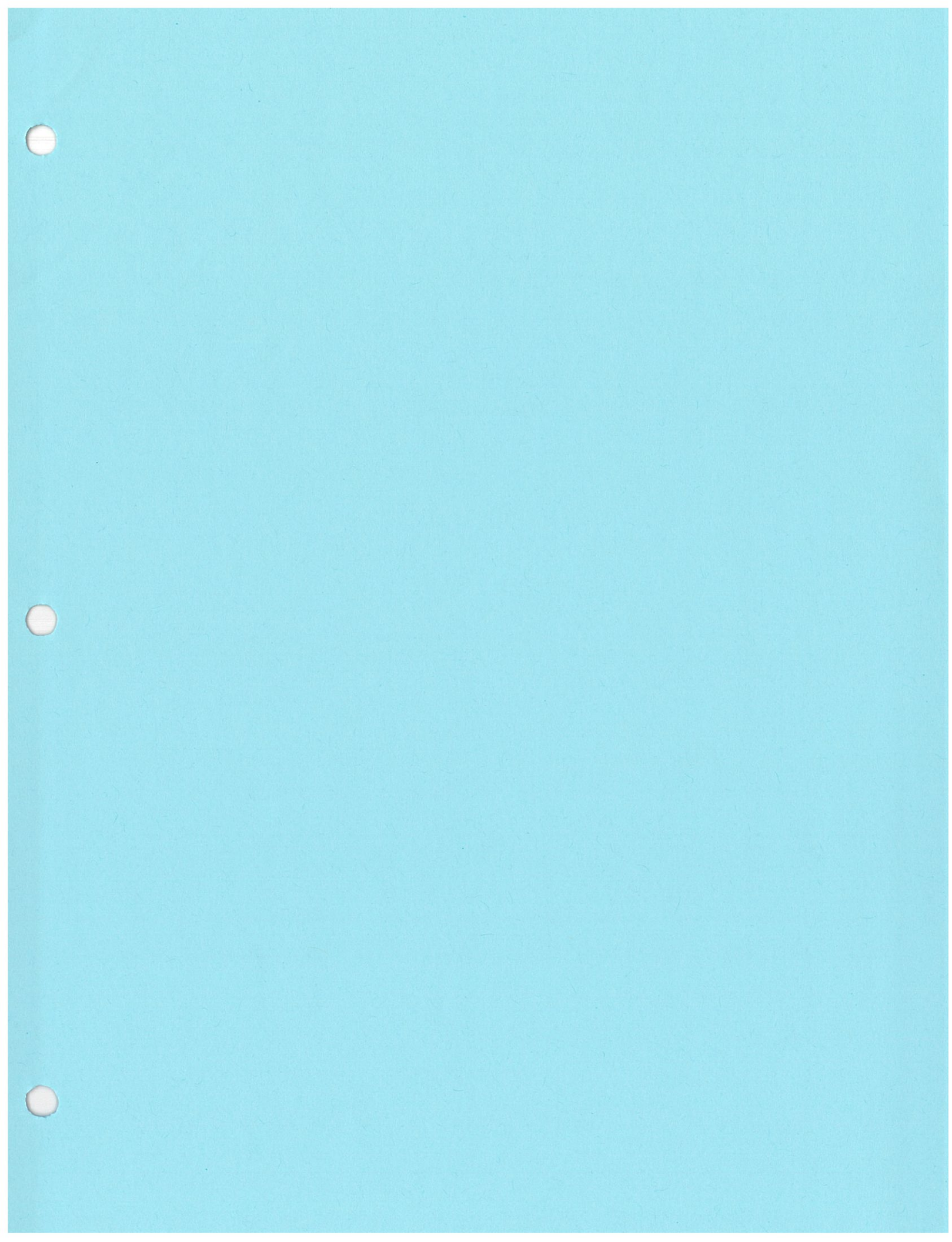
	Current Period Actual	Current Period Budget	YTD Actual	YTD		Variance	Annual Budget
				Budget	Budget		
Revenue							
Interest Income	\$ 5,126	\$ 4,167	\$ 15,613	\$ 12,500	\$ 12,500	\$ 3,113	\$ 50,000
Water Revenue	105,614	52,083	115,040	156,250	156,250	(41,210)	625,000
Sewer Revenue	112,051	56,250	125,311	168,750	168,750	(43,439)	675,000
Irrigation Fees	31,188	17,517	53,212	52,550	52,550	662	210,200
Meter Fees	0	250	0	750	750	(750)	3,000
Interest - Tax Collector	0	50	0	150	150	(150)	600
Other Miscellaneous Revenues	125	417	3,264	1,250	1,250	2,014	5,000
Total Revenue	254,104	130,734	312,440	392,200	392,200	(79,760)	1,568,800
Expenses							
Administrative							
P/R-Board Of Supervisors	500	500	1,500	1,500	1,500	0	6,000
Employment Taxes	38	33	115	100	100	15	400
P/R - Processing Fees	19	42	76	125	125	(49)	500
Profserv-Engineering	5,805	4,167	23,469	12,500	12,500	10,969	50,000
Profserv-Legal Services	4,436	2,083	14,779	6,250	6,250	8,529	25,000
Profserv-Mgmt Consulting Serv	4,479	4,250	13,437	12,750	12,750	687	51,000
Auditing Services	250	425	1,000	1,275	1,275	(275)	5,100
Postage And Freight	20	17	20	50	50	(30)	200
Insurance - General Liability	2,520	1,000	5,040	3,000	3,000	2,040	12,000
Printing & Binding	0	17	0	50	50	(50)	200
Legal Advertising	0	100	0	300	300	(300)	1,200
Special Services	0	0	222	0	0	222	0
Utility Billing Postage & Supplies	0	208	1,092	625	625	467	2,500
Miscellaneous - Bank Charges	0	2,667	7	8,000	8,000	(7,993)	32,000
Assessment Administration	0	2,500	0	7,500	7,500	(7,500)	30,000
Office Supplies	93	58	93	175	175	(82)	700
Telephone - Utility Operations	323	333	969	1,000	1,000	(31)	4,000
Total Administrative	18,483	18,400	61,819	55,200	55,200	6,619	220,800

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

December 31, 2025

Water/Sewer

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
<u>Water-Sewer Comb Services</u>						
Misc-Hurricane	4,190	0	4,190	0	4,190	0
Utility - Electricity	7,548	8,333	23,610	25,000	(1,390)	100,000
Contracts-Utility Operations	29,329	32,333	87,986	97,000	(9,014)	388,000
Contracts-Utility Billing	3,736	3,333	7,650	10,000	(2,350)	40,000
Contracts-Generator Maint	0	333	0	1,000	(1,000)	4,000
R&M-Lift Station	0	833	0	2,500	(2,500)	10,000
R&M-Potable Water Lines	826	1,000	6,913	3,000	3,913	12,000
R&M-Water Plant	3,129	3,333	8,871	10,000	(1,129)	40,000
R&M-Waste Water Plant	0	2,083	9,740	6,250	3,490	25,000
R&M-Sewer Lines	0	417	52,990	1,250	51,740	5,000
R&M-Instrumentation	0	417	0	1,250	(1,250)	5,000
Misc-Licenses & Permits	0	83	0	250	(250)	1,000
Compliance Sampling	1,392	1,667	2,783	5,000	(2,217)	20,000
Chemicals-Water Operations	2,613	2,917	6,507	8,750	(2,243)	35,000
Chemicals-Wastewater Operations	1,874	2,333	4,039	7,000	(2,961)	28,000
Sludge Disposal	0	1,667	0	5,000	(5,000)	20,000
Reserves - Water & Sewer System	0	20,000	0	60,000	(60,000)	240,000
Total Water-Sewer Comb Services	54,637	81,082	215,279	243,250	-27,971	973,000
<u>Capital Expenditures & Projects</u>						
Capital Outlay	0	20,833	0	62,500	(62,500)	250,000
Capital Outlay-WWTP	0	0	11,585	0	11,585	0
Contingency	0	10,417	0	31,250	(31,250)	125,000
Total Capital Expenditures & Projects		31,250	11,585	93,750	-82,165	375,000
Total Expenditures	73,120	130,732	288,683	392,200	(103,517)	1,568,800
Revenue (Over) Under Expenses \$	180,984 \$	2 \$	23,757 \$	0 \$	23,757 \$	0



**NOTICE OF RULE DEVELOPMENT BY
PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**

In accord with Chapters 190, 120, and 286 Florida Statutes, the Port of the Islands Community Improvement District ("District") hereby gives notice of its intention to develop rules relating to meeting operating procedures and decorum, by amending its Rules of Procedure.

The purpose and effect of the proposed rule and Rule amendments includes, but is not limited, updating the procedures and practices for the conduct of the business of the District, including creation of rules relating to meeting operating procedures, protocol and decorum. Specific legal authority for the proposed rule and Rule amendments include Sections 190.011(5), 190.011(15), 190.041, 120.54, 120.81, 286.011 Florida Statutes (2025).

A copy of any available preliminary draft of the proposed rule and rule amendments may be obtained without cost by contacting the District Manager at 5672 Strand Court Suite 1, Naples, FL 34110; Phone: 239-592-9115; Fax: 239-561-1350; or by email to office@dmgfl.com.

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

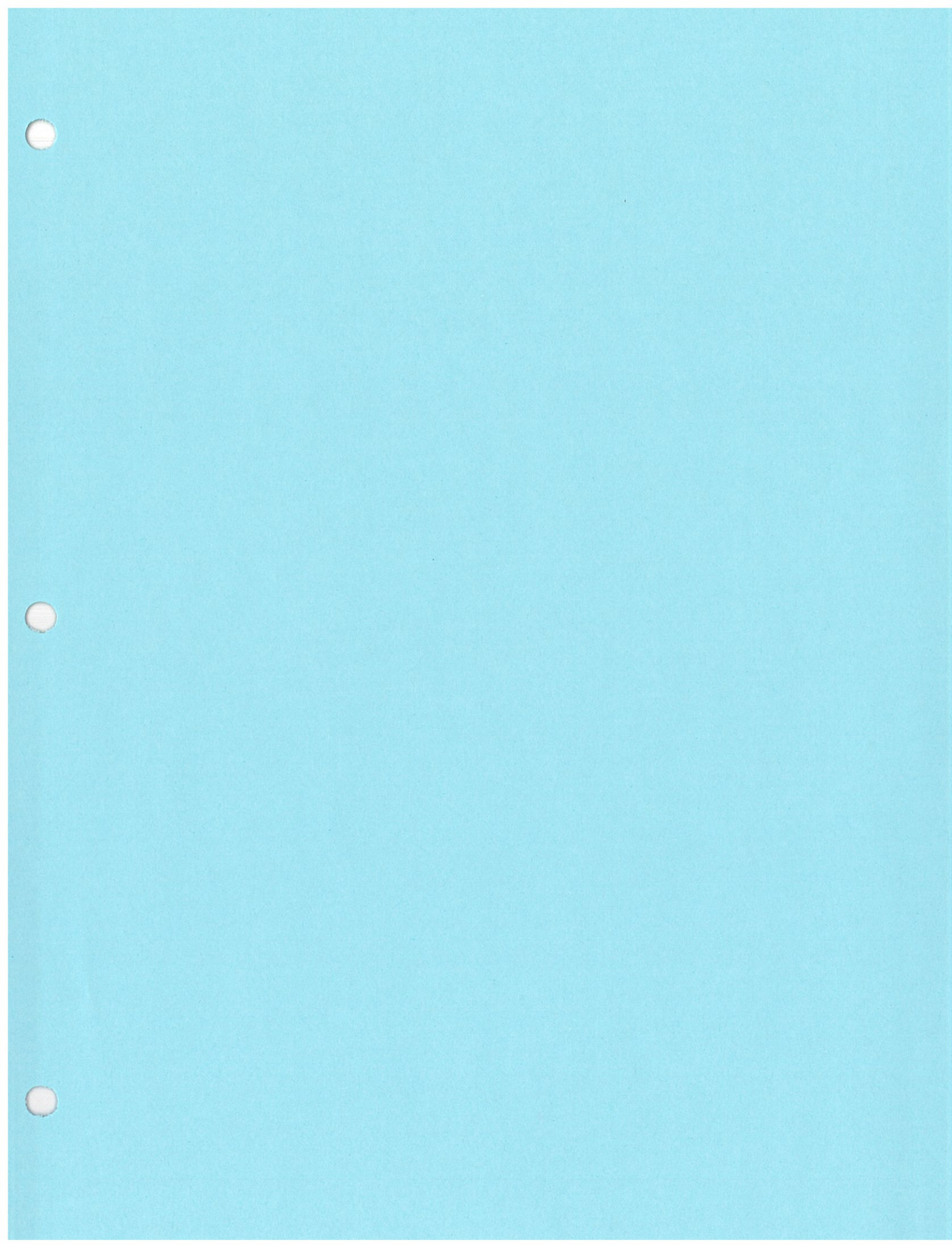
Neil Dorrill
District Manager
Port of the Islands Community Improvement District

**NOTICE OF RULEMAKING AND PUBLIC HEARING OF PORT OF THE ISLANDS
COMMUNITY IMPROVEMENT DISTRICT [POICID] TO CONSIDER AND ADOPT
AMENDMENTS TO THE RULES OF THE PORT OF THE ISLANDS COMMUNITY
IMPROVEMENT DISTRICT**

Notice is hereby given that the Board of Supervisors ("Board") of the Port of the Islands Community Improvement District ("District") will hold a Public Hearing on Friday, February 20th, 2026, at 9:30 a.m., or as soon thereafter as can be heard, at the Orchid Cove Clubhouse, 25005 Peacock Lane, Naples, FL 34114. In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amendments to the District's Rules. Prior notice of rule development was published in the Naples Daily News on Wednesday January 7th, 2026. The purpose of the Public Hearing is to receive public comment and/or objections to proposed Amendments to the District's Rules consisting of various additions, deletions and/or changes. The purpose of the proposed Amendments to the District's Rules includes, but is not limited to, establishing public meeting rules of decorum. The purpose and effect of the proposed Amendments to the District's Rules is to provide for efficient and effective operations of the District. In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amendments to the District's Rules. A copy of the proposed Amendments to the District's Rules may be obtained by contacting the District Manager at 5672 Strand Court Suite 1, Naples, FL 34110; Phone: 239-592-9115; Fax: 239-561-1350; or by email to office@dmgfl.com. The public hearing will be conducted pursuant to Chapter 190 and Section 120.54, F.S. of the Florida Statutes. The District has not prepared a summary of the District's statement of the estimated regulatory costs. Specific legal authority for the Rules and proposed Amendments to the rules includes Sections 190.011(5), 190.011(2), 190.011(9), 190.011(10), 190.011(15), 190.012(1)(b), 190.012(2) 190.012(3), 190.035, 190.036, 190.037, 190.041, 120.54, and 120.81, Florida Statutes (2024). The specific laws implemented in the proposed Amendments to the District's Rules include, but are not limited to Sections 190.011(5), 190.011(10), 190.011(15), 190.012(1)(b), 190.012(3), 190.035, 190.036, 190.037, 190.041, Florida Statutes (2024). Any person that wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), F.S., must do so in writing to the District Manager within 21 days after publication of this notice. The meeting/hearing is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Improvement Districts. The meeting/hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. There may be an occasion when one or more Supervisors or District staff may participate by remote connection technology. In accordance with the Provisions of the American Disabilities Act, any person requiring special accommodations at this meeting/hearing because of a disability or physical impairment should contact the District Office at 239-690-7100 at least forty-eight (48) hours prior to the hearing; and, if hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770, at least forty-eight (48) hours prior to the date of the meeting/hearing. Each person who decides to appeal any decision by the Board with respect to any matter considered at the meeting/Public Hearing is advised that they will need a record of proceedings and that accordingly, they may need to ensure

that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Neil Dorrill,
District Manager





Attorneys at Law
llw-law.com

Reply To: West Palm Beach

February 6, 2026

Dan Truckey, Vice Chair
Port of the Islands Community Improvement District
5672 Strand Ct #1
Naples, FL 34110

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

RE: Legal Representation of Port of the Islands Community Improvement District - Picayune Strand Restoration Project Assessment

Dear Port of the Islands Community Improvement District:

On behalf of the law firm of Lewis, Longman & Walker, P.A. ("LLW"), I sincerely thank you for the opportunity to represent you on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement ("Agreement.") The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that you would like me to consider.

1. Client. Unless and until agreed by all parties in writing, LLW's only client in this matter is Port of the Islands Community Improvement District (POICID), whose primary address is 5672 Strand Ct #1, Naples, FL 34110 (hereafter "you").
2. Services. LLW will provide advice and representation to you only in the matter of assessing the impacts of the Picayune Strand Restoration Project operations on the POICID and helping to identify potential solutions and funding options.

Any additional matters that you may ask us to undertake must be covered by separate Engagement Agreements and will require additional conflict checks.

JACKSONVILLE

245 Riverside Ave.
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG

100 Second Ave. South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE

106 East College Avenue
Suite 1500
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA

301 West Platt St.
Suite A364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH

360 South Rosemary Ave.
Suite 1100
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

See Things Differently®



3. Representation of Other Clients. It is possible that our attorneys may undertake the representation of clients in the future on other matters that may involve POICID. During this representation, neither I nor any attorney who may perform work for the POICID will be involved in any such matters, and LLW's representation of clients in such matters will not limit the exercise of my independent professional judgment, or that of any other attorney who may work on matters, with respect to the matters we will be handling for you. Accordingly, POICID agrees that it will not seek to disqualify LLW from representing existing clients with respect to their interests within the POICID, or other firm clients in matters that may involve or come before the POICID. We will notify the POICID if a potential conflict should arise with respect to our firm's representation.

LLW engages in legislative lobbying efforts on behalf of numerous public and private clients, individuals, corporations, local governments, and industry associations. Further, it is understood that the political process inherently produces differences of political opinion. Such political differences may not amount to a conflict of interest under the Rules of the Florida Bar, but we recognize that the POICID reserves the right to terminate our services at any time.

4. Professional Fees. I will be the shareholder in charge of this matter, and I will be primarily responsible for providing and supervising the legal services required. My hourly rate is \$455.00. The hourly rate for attorneys ranges from \$300.00 to \$455.00 per hour. The hourly rate for paralegals/law clerks is \$260.00 per hour. These rates will be in effect through December 2026 and are subject to change in January of each subsequent year. If rates are changed you will be notified.

5. Communication and Cooperation. For us to serve as your counsel, it is essential that we can contact you, and that you respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel be made available to meet with us in relation to representing you in this matter. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer, and we may feel constrained to withdraw from any further work.

Zachary Lombardo, Esquire, has been identified as the client contact for this matter. We have his preferred contact information, including e-mail address and telephone number, as zlombardo@wpl-legal.com and 239-649-6555. I can be reached by telephone at 561-640-0820 or by e-mail at mdiffenderfer@llw-law.com. I endeavor to return all telephone calls or e-mails within 24 hours during the business week, however if you are ever unable to reach me, please contact my assistant Zabrina Natharen by telephone at 561-640-0820 or by e-mail at znatharen@llw-law.com.

6. Costs. LLW will charge you for direct costs incurred on your behalf for this representation. We may advance these costs and seek reimbursement in our billings, or we may, at our discretion, require you to deposit these costs with us before the costs are incurred.

7. Billing and Payment. We will bill you monthly for professional services rendered and expenses incurred in connection with this matter. It is difficult to keep exact time records for relatively brief services rendered during the Firm's representation such as telephone calls or reviewing incoming and brief correspondence. Experience indicates no matter how brief the telephone call or short the correspondence, the Firm's involvement requires a minimum of one tenth of an hour or more due to the interruptive nature of the services. Accordingly, you will be billed in tenth of an hour increments rounded up to the nearest increment, with a minimum entry for the task of one tenth of an hour. You agree to pay the amount of each invoice in full within forty-five (45) days of the billing date. We will send invoices to you by email. Please use the space provided at the end of this Agreement to identify any additional contacts for billing purposes including their email addresses. If you would like invoices directed to multiple individuals, please provide the contact information for each person. For the convenience of our clients, LLW also accepts payment for invoices by credit card and eCheck via our secure online portal or you can contact our Accounting Team directly to make payments. Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If you have any questions about the invoice or if you dispute any items or any invoice, you agree to notify me in writing within fifteen (15) days of the billing date of your question or concern. If no issues are raised within this period, the firm will assume you do not have any dispute with the invoice. Any amount of fees and costs due remaining unpaid for more than seventy-five (75) days from the date of billing may bear interest at the rate of one (1%) per month on the unpaid balance, compounded monthly, until paid." See §218.74(4), Florida Statutes.

8. Court Awarded Fees. In litigation matters, the court may order your adversary to pay part, or all of the fees and out-of-pocket costs expended on your behalf in the matter. The court's award of fees and/or costs does not set or limit the actual fees and costs incurred by you for our representation, nor does it limit your liability to LLW for payment of all fees and costs. Any fees and costs received by LLW on your behalf from an award by the court shall be credited toward your account. However, you remain liable for all fees and costs incurred above and beyond the amount awarded by the court.

9. Default. If you fail to abide by the terms of this Agreement, you will be considered in default of this Agreement, and we may terminate our representation. In the event any suit or action is brought to enforce the provisions of this Agreement in any arbitration, or administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.

10. Public Records. LLW will keep and maintain public records required by you to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render LLW a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request by your custodian of public records, as identified in the next section, LLW will provide the public agency 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to you in writing. If you have a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by you. If you do not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW's actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to you.

Upon completion of the representation, LLW shall transfer, at no cost to you, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to you in a format that is compatible with your information technology systems. If you desire the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate for the records conversion upon request and provide the converted records to you upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to you.

If you receive a public records request for materials the record copies of which are maintained by LLW, you shall immediately notify LLW of the request in writing. LLW will provide the records to you or allow the records to be inspected or copied within a reasonable time, as directed by

Dan Truckey, Vice Chair
Port of the Islands Community Improvement District
February 6, 2026
Page 5

you. If you desire for LLW to review the records for responsiveness and/or exemption/privilege, you shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If you seek for LLW to "certify" a public record, you should provide LLW with direction on the desired format of such certification along with the records request.

11. **[THIS SECTION MUST REMAIN 14 POINT TYPE AND BOLD AS REQUIRED BY SECTION 119.0701(2)(a), Florida Statutes (2018)] IF LLW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LLW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LLW WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Please fill in contact information for the Custodian of Public Records:**

Telephone Number

E-mail Address

Mailing Address

12. Termination of Representation. You may terminate the attorney-client relationship at any time and for any reason. Such a termination does not, however, absolve you of the responsibility to pay for legal fees, costs, and expenses incurred prior to our receipt of notice of termination, or incurred after notice but reasonably necessary to protect your interests. To the extent permitted by the Rules Regulating the Florida Bar and any other applicable rules of professional conduct, we also reserve the right to terminate the attorney-client relationship at any time. Similarly, and again to the extent permitted by the applicable rules of professional conduct, you will remain liable for services or costs and disbursements incurred prior to our decision to withdraw or incurred after notice but reasonably necessary to protect your interests. Upon conclusion of our representation of you for any reason, the firm will confirm the end of our representation with you in writing.

Dan Truckey, Vice Chair
Port of the Islands Community Improvement District
February 6, 2026
Page 6

13. Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be in Palm Beach County, Florida and the parties hereby waive their right to a jury trial.

14. E-Verify. LLW warrants for itself and its subcontractors that LLW and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. LLW agrees and acknowledges that you are a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. Notwithstanding any other provisions in this Agreement, if the POICID has a good faith belief that LLW has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the POICID shall terminate the Agreement. If the POICID has good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the POICID shall promptly notify LLW and order LLW to immediately terminate the contract with the subcontractor. LLW agrees to be liable for any additional costs incurred by the POICID as a result of the termination of a contract based on LLW's failure to comply with E-Verify requirements referenced herein.

15. Binding and Entire Agreement. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We sincerely thank you for choosing LLW to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement. Please return the original agreement to me via email or the carrier of your choice and retain a copy for your records. On behalf of LLW, I look forward to assisting you in this matter.

Sincerely,



Michelle Diffenderfer
Shareholder
Lewis, Longman & Walker, P.A.

Dan Truckey, Vice Chair
Port of the Islands Community Improvement District
February 6, 2026
Page 7

ACCEPTED BY:

**PORT OF THE ISLANDS COMMUNITY
IMPROVEMENT DISTRICT**

[SIGNATURE]

Dan Truckey

[PRINT NAME]

Vice Chair, Board of Supervisors

[TITLE]

[DATE]

dtruckey@poicid.com

[EMAIL ADDRESS]

[WORK TELEPHONE NUMBER]

[CELL PHONE NUMBER]

BILLING CONTACT:

[PRINTED NAME]

[EMAIL ADDRESS]

[WORK TELEPHONE NUMBER]

[CELL PHONE NUMBER]



Attorneys at Law
llw-law.com

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I Michelle Diffenderfer (insert name) as Shareholder on behalf of Lewis, Longman, & Walker, P.A. ("LLW") under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. LLW does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, LLW does not engage in any of the following actions in connection with providing labor or services:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

By: Michelle Diffenderfer
Print Name: Michelle Diffenderfer
Title: Shareholder
Date: 2/6/2026

JACKSONVILLE
245 Riverside Ave.
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave. South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
106 East College Avenue
Suite 1500
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite A364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

See Things Differently®

Page 9

Palm Beach

_____. He/she is personally known to me or has produced
_____. as identification and did () did not (x) take an oath.

NOTARY PUBLIC



Task		Resp	Standard Rate	Hours	Fees	Notes
Review of Picayune Strand Restoration Documents						
1	Review EIS and authorization documents	Attorney	\$ 350.00	25	\$ 8,750.00	
3	Coordination with consultants	Shareholder	\$ 455.00	10	\$ 4,550.00	
4	Prepare summary of findings	Attorney	\$ 350.00	10	\$ 3,500.00	
6	Follow up and coordination with POICID	Shareholder	\$ 455.00	10	\$ 4,550.00	
	Subtotal				\$ 21,350.00	
Review of POICID Permitting History and Modeling						
7	Review of POICID permitting and development history	Attorney	\$ 350.00	20	\$ 7,000.00	
9	Coordination with consultants regarding modeling and technical analysis of system	Shareholder	\$ 455.00	10	\$ 4,550.00	
10	Preparation and submission of summary of findings	Attorney	\$ 350.00	10	\$ 3,500.00	
11	Follow up with POICID	Shareholder	\$ 455.00	10	\$ 4,550.00	
	Subtotal				\$ 19,600.00	
	TOTAL				\$ 40,950.00	

Government Rates

Shareholder Attorneys: M. Diffenderfer/T. Morgan \$ 455.00
 Attorney: C. Johns \$ 350.00