Port of the Islands

COMMUNITY IMPROVEMENT DISTRICT

March 20, 2026

MEETING AGENDA

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
Board of Supervisors Agenda for March 20, 2026

Agenda

Friday, March 20, 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 – February 2026
5. Utility Monthly Report
6. Manager's Report
    a. Surplus Property Auction
    b. Methodology & Impact Fee Update
    c. Supervisor's Replacement
    d. Election Resolution 2026-1
7. Financials – January 2026
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 April 17, 2026, at 9:30 a.m. Following adjournment of the regular meeting, there will be a public open house tour of the utility plant.

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT
NAPLES, FLORIDA
Regular Meeting of the Board of Supervisors
February 23, 2026

The regular meeting of the Port of the Islands Community Improvement District Board of Supervisors was held on Monday, February 23, 2026, at 9:30 a.m. at the Port of the Islands Sales Center, 24998 Tamiami Trail, Naples, FL 34114.

SUPERVISORS PRESENT

Steve McNamee, Chairman

Dan Truckey, Vice Chairman

Russell Kish, Supervisor

Kevin Baird, Supervisor

Anna-Lise Hansen, Supervisor

ALSO PRESENT

Neil Dorrill, Manager, Dorrill Management Group

Billy Sparacio, Manager, Dorrill Management Group

Zachary Lombardo, District Counsel

Matt Gilinsky, Florida Utility Solutions

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited in unison.

ROLL CALL/APPROVAL OF AGENDA

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

During discussion of the agenda, Mr. McNamee suggested moving the Rules of Decorum item earlier in the agenda prior to public comment so that the rules would be

in place before public participation. Mr. Lombardo advised that because the meeting date had been changed, the required notice period for adoption of the Rules of Decorum had not been satisfied. The item required a 28-day notice period and therefore could not be adopted at this meeting. Counsel advised that the item could be discussed but would need to be formally re-noticed for adoption at a future meeting.

On a MOTION by Mr. McNamee, with a second by Ms. Hansen, the agenda was approved as presented with all in favor.

MR. MCNAMEE RESIGNING

Mr. McNamee addressed the Board and audience regarding his service as Chairman. Mr. McNamee stated that he had served as Chairman for approximately three and a half years and that prior to serving he had reviewed every Board meeting minute since the District was created. He stated that he had spent a significant amount of personal time working on District matters and assisting the community. Mr. McNamee explained that he had invested personal time and resources into projects benefiting the District and had never requested reimbursement for that work. He stated that despite those efforts he had experienced ongoing criticism and personal attacks from members of the community. He stated that the situation had become increasingly difficult for him and that he was requesting the Board begin identifying a replacement for his position. He explained that he would remain on the Board temporarily so that the District would continue to have a quorum until a replacement could be appointed.

Mr. McNamee also noted that he had recently been working with a group exploring a potential opportunity that could benefit the community by increasing revenue associated with 25% unused plant capacity. He explained that because of Florida Sunshine Law requirements he could not discuss the matter privately with other Board members and would only be able to discuss it in a public meeting when appropriate. Mr. McNamee concluded his remarks by nominating Supervisor Hansen to assume the role of Chairman.

PUBLIC COMMENTS

Dave Parsons – Stella Maris – Mr. Parsons asked about a leak in a pool. He stated that his bill reflected approximately $390 in water usage and questioned how many gallons of water that amount represented. He explained that he had recently discovered a leak but still believed the amount seemed unusually high.

Mr. Dorrill explained that the base rate reflected the first 5,000 gallons of water usage and that sewer charges could also be included depending on the classification of the account. Mr. Dorrill noted that if the resident did not have a separate irrigation or pool meter, water used for those purposes could still be subject to sewer charges. Mr. Parsons has spoken with MuniBilling about this. There is not a separate water only meter for this account. The pool may need to be reclassified so sewer charges are not being paid for water that is going to a swimming pool. Mr. Dorrill offered to review the resident's account and billing classification after the meeting to determine whether any adjustments or account changes need to be made.

ELECTION OF NEW CHAIRMAN

Mr. Lombardo confirmed that Mr. McNamee was resigning as Chairman but intended to remain on the Board temporarily until a replacement Supervisor was identified. Mr. Lombardo explained that pursuant to the District's procedures the Board needs to elect a new Chairman.

Mr. McNamee nominated Ms. Hansen to serve as Chairman. Ms. Hansen accepted the nomination. Mr. Baird made the second and all were in favor.

Mr. McNamee will be resigning pending a replacement being found. Mr. Dorrill will make the vacancy known through the website. Replacement will only be for the remainder of the term, which will be until the general election this year.

APPROVAL OF MINUTES - JANUARY 2026

On a MOTION by Ms. Hansen with a second by Mr. Kish, the minutes were accepted as presented with all in favor.

UTILITY OPERATIONS SUMMARY - JANUARY 2026

Mr. Gilinsky presented the monthly operations report for January. Operations at the water and wastewater facilities were conducted in accordance with contractual and regulatory requirements. All wastewater and water distribution requirements were met. The canal station is operating on one pump. The wastewater treatment plant received approximately 3.28 million gallons of wastewater during the month. The water treatment plant produced approximately 3.37 million gallons of potable water and approximately 9.6 million gallons of reuse water were distributed. All pump stations were inspected weekly and routine maintenance was completed including testing auto-flushers,

performing odor control checks, and greasing pumps and motors. 864 meters were read with 16 rereads completed. 505 gallons of chlorine were used.

Maintenance items completed during the month included installation of a new reuse pump motor, replacement of a leaking backflow device, repair of a broken water service line, rehabilitation work at the Newport master lift station, and troubleshooting an issue with the generator at the treatment plant.

Mr. Gilinsky explained that the generator issue was discovered while the system was temporarily offline due to utility pole replacement work being performed by the electric provider. Discovering the issue during maintenance was beneficial because it allowed repairs to be made before a real power outage occurred. One of the lines did go down on the well road, staff was waiting for LCEC at 1 A.M. and they were able to fix it and get the well road back online. Both plant generators had their annual service completed. There were no accidents or incidents, and all safety training was conducted.

The Board discussed the possibility of scheduling a utility plant open house so residents could tour the facility before the end of season and better understand the District's infrastructure. Mr. Dorrill indicated that the open house could be coordinated following the March Board meeting and refreshments could be provided for residents attending the tour. Mr. Gilbert will coordinate light food and refreshments.

Mr. Dorrill asked about a seemingly non-functioning 4-inch irrigation meter. Mr. Gilinsky said it feeds the fire suppression system, which is why there is no flow there.

Mr. Truckey brought up drought monitoring throughout South Florida. Mr. Gilinsky reported that utility staff participating in online meetings with South Florida Water Management District to monitor groundwater levels, the first meeting just occurred. Mr. Lombardo noted that he is also attending those meetings. Right now it is primarily a data collection process. Drought conditions are being monitored throughout the region, inland areas such as Port of the Islands are less of a concern than coastal communities.

Mr. Truckey confirmed that the pump station on the canal is not being used. Mr. Gilinsky said that was correct and that it would only turn on if all other water systems failed in the event of something like a fire emergency requiring additional water. Mr. Truckey reported that when salt content was checked it was 2 parts per million higher than the Gulf at the weir. In the middle of the bay it was 2 parts per million below the Gulf.

MANAGER'S REPORT

A. Qualifying Notice

The Manager reminded the Board that the qualifying period for District Supervisor seats would occur in June. Prospective candidates must qualify during the two-week qualifying period either by submitting the required application and fee or a seldom used petition process. Two seats are open and terms are on the website.

B. Surplus Property Auction

The Manager reported that a 55-gallon drum of mosquito control chemical previously purchased by the District had been identified as surplus property. Collier County Mosquito Control did not use that chemical and declined to accept it. The City of Everglades expressed interest in obtaining the product, and staff coordinated delivery so the chemical could be utilized rather than disposed of as hazardous waste.

The former mosquito control trailer will be sold at a statewide government surplus equipment auction the second week of March, the 12th through 14th. It is Royal Auction House. It is a statewide governmental equipment auction. The facility is in Estero. It is both a physical and virtual auction, it will expose it to a larger audience than if Mr. Dorrill ran a notice in the newspaper to individually auction off this item.

C. Methodology & Impact Fee Analysis

The Board reviewed proposals from the econometrics firm that acquired Mr. Weyer's company to update the District's assessment methodology and evaluate establishing a utility impact fee.

The scope of work included evaluation of several issues previously discussed by the Board including parcel 13, double lots in the community that are currently paying one ERU, commercial boat slips, and parcels acquired by Collier County through tax deed auction (including the North Hotel Site and variety of parcels in Orchid Cove).

They have already begun data collection on establishing a utility impact fee. They will be working with the District's civil engineer, and the most recent Board adopted five-year capital improvement plan to determine what an appropriate impact fee would be for both water and wastewater. Mr. Kish requested that the dock evaluation include all docks within the community and differentiate between residential use, commercial use, and live-aboard vessels where applicable. The analysis will also consider dock size and potential usage impacts.

On a MOTION by Mr. Kish, with a second by Mr. Baird, the Board approved moving forward with the two studies. All were in favor.

FINANCIALS - DECEMBER 2025

Mr. Dorrill presented the financials as of December 31, 2025, representing the end of the first quarter. The District reported approximately $5.5 million in cash on hand and approximately $6.9 million in fixed assets representing infrastructure including roads, drainage systems, street lighting, and the utility system. Total assets were approximately $12.67 million.

There was $92,000 in payables. Year-to-date revenues included approximately $600,000 in non-ad valorem assessments collected during the first quarter of the fiscal year. Lift-station rehab work capital improvements will be reflected next month. The general fund was approximately $90,000 under budget and the utility fund was approximately $103,000 under budget.

A. FY 25 Audit

Mr. Dorrill also presented the District's annual audit prepared by Grau & Associates. The audit was issued with a clean audit without exception. It had no correcting entries. No material defects or internal control issues were identified. It was in full compliance with Florida Law. The assets of the District greatly exceed its liabilities at the close of business at the end of September of the prior year the District's net position was $13,147,932. The change in net position over the prior year was an increase of $465,000. Higher revenue and lower rates of depreciation for fixed assets. The combined ending fund balance for the two funds at the end of the year was $3,669,000, an increase of $581,000 over the prior year. The board has been fiscally conservative, and the balance sheet is very strong. The audit will be uploaded to the website in accordance with Florida Law by the end of the week.

Mr. Kish asked about depreciation. Mr. Dorrill explained that when the District was built the value was over $20 million and governmental bodies straight line depreciate resulting in the current about $10 million in depreciation and $6.9 million in fixed assets. The replacement value of infrastructure needs to be taken into consideration when establishing impact fees.

On a MOTION by Mr. McNamee, with a second by Mr. Kish, the Board accepted the financials as presented and authorized the submission of the audit to the State with all in favor.

ATTORNEY'S REPORT

No report was given at this time

ENGINEER'S REPORT

No report was given at this time

OLD BUSINESS

No old business was discussed

NEW BUSINESS

No new business was discussed

SUPERVISORS' REQUEST

A. Meeting Facility Lease

The Board discussed a proposal to lease the current meeting facility for use as a community center. Hosting the meeting in the restaurant is not conducive to the meeting while breakfast is being served. Several residents have expressed interest in having a community center, and leasing the building would provide an opportunity to test whether the community would actually use such a facility. Mr. McNamee explained that the building could be leased for approximately $1,500 per month with a three-year lease that could be terminated by the District at any time. The facility could be configured for community meetings, events, and activities. Mr. McNamee said Tom has given permission to remove what is currently there and arrange it as desired.

He suggested the building could host community events and gatherings and that the existing kitchen area, while currently not fully functional, could be reconfigured to provide basic kitchen facilities for community use. He also mentioned the possibility of screening the outside area in the future to allow residents to gather there.

Mr. Lombardo addressed the Board regarding the proposed lease arrangement. He stated that if the lease included a provision allowing termination at any time, the District's risk would be limited. Mr. Lombardo advised that a draft lease had already been prepared and suggested that if the Board wished to pursue the concept, Mr. McNamee should provide the draft to the building owner and copy him so the remaining details could be worked out. Mr. Lombardo noted that the proposed arrangement would be a standard lease, not a triple net lease, at $1,500 per month for a three-year term

with the ability to terminate at any time. He further indicated that the lease would allow the District to perform permanent interior improvements if acceptable to the owner. Mr. Lombardo commented that the proposed rental amount appeared very low for a facility of that size and noted that certain details, such as responsibility for mechanical equipment, would need to be considered when evaluating the overall cost.

Mr. McNamee stated that the concept would also allow the community to determine whether there is sufficient interest to support a future community center. He noted that if the facility was actively used by residents, the Board could consider a permanent facility in the future when finances allow.

Mr. McNamee also discussed the potential use of the building during emergency situations. While some residents leave the community during hurricanes, others remain behind, including emergency personnel, electrical crews, and individuals who stay to protect property. Mr. McNamee stated that the building could provide a place for those individuals to gather or stage during emergency situations.

Mr. McNamee then thanked Mr. Frank Lee for his effort in securing this room. Mr. Lee addressed the Board and expressed enthusiasm about the project. He stated that over the previous two weeks, while the building had been open, numerous residents had stopped in and expressed interest in using the space. Mr. Lee reported that several residents with professional experience had volunteered to assist with preparing the building for use. He noted that a cabinet specialist had offered to relocate cabinets so they could be reused, and other individuals had volunteered to assist with construction work. Mr. Lee stated that those volunteers had indicated they would donate their time to help prepare the building. Mr. Lee also indicated that a plumbing contractor had committed to installing a new plumbing service line into the building at no cost. Based on the level of volunteer support, Mr. Lee stated that the work needed to prepare the building could likely be completed within approximately 30 to 45 days.

Mr. Lee further suggested installing gallery strips along one wall of the building so residents could display artwork, photography, quilts, or other creative work on a rotating basis. Each month different residents could display their work and host a small reception to showcase their art to the community.

Mr. McNamee suggested that if contractors or businesses within the community donated services or materials, the District could recognize those contributions with small advertising signs as a way of acknowledging their support. He also suggested creating a purchasing list through a local hardware store so residents who wished to contribute

could purchase specific items needed for the facility, such as chairs or supplies. Mr. Lee informed the Board that the chairs used for the meeting had been provided at no charge and noted that residents had already begun working together to support the project. Mr. McNamee also pointed out that the District owns a strip of land behind the building that could be used for parking and explained that vehicles could access the area by turning down the first turnoff and driving along the grass behind the hedge.

Mr. Lombardo noted that before moving forward with any interior build-out of the building, the District should first ensure that the lease agreement is finalized and that any permitting or regulatory requirements are addressed. He advised that while it would be beneficial if contractors within the community volunteered their time or materials, all work must still be completed with proper permits and the appropriate occupancy classifications obtained from the County. Mr. Lombardo recommended that Mr. Dorrill coordinate with the building owner so the lease terms can be finalized and executed. He further advised that the District should not begin modifications to the building until the lease agreement is in place. Mr. Lombardo also noted that while the District does own that patch of grass the County does not recognize that as appropriate parking for the building so there will be some fact finding issues to work through.

After discussion, the Board reached consensus that Ms. Hansen would work with Mr. Dorrill and Tom to finalize the lease agreement and address any permitting considerations. Once finalized, the lease will be brought back to the Board for approval at a future meeting.

B. Lighting Outages

Mr. Baird shared with LCEC that several streetlights in the community are currently not functioning. He also noted that a street sign on Cays Drive had fallen over, likely due to rust at the base of the post. Mr. Dorrill and Mr. Sparacio agreed to inspect the sign after the meeting.

Mr. McNamee suggested installing a dedicated electric meter so the District would have its own electrical service rather than relying on the Hotel's wiring. It was noted that the District had previously experienced issues with the wiring in the building and that establishing independent electrical service would ensure reliable power for lighting and other uses.

On a MOTION by Mr. Baird, a second by Ms. Hansen, and all in favor, the Board authorized staff to obtain a quote and proceed with installation of electrical

service not to exceed $10,000. If the cost exceeds $10,000, the item will be brought back before the Board for further consideration.

Mr. Baird stated that if lights are not fully functioning they should be treated as outages and reported accordingly.

Mr. Lombardo clarified for the record that the District's procurement threshold requiring three bids is $25,000, and that the Board's direction to proceed up to $10,000 falls well below that requirement. Mr. McNamee said if work is over $10,000 they should proceed doing $10,000 worth of work to get the project underway.

C. Plantings

Mr. Dorrill said that the deposit check for the new sign had been issued. Mr. Baird confirmed his awareness of that and said that work will proceed once the walls are pressure-washed and painted. Plantings are following the guidance of the landscape architect previously retained by the District and are implementing a scaled-down version of the original design. If any residents want to contribute to the installation of flowers, they can contact Mr. Baird to find out how to get involved. His contact information is on the website.

D. Methodology

Ms. Hansen stated that it would be helpful to have Mr. Weyer, or a representative from the firm that acquired his company, participate at the next meeting so the Board can review the methodology work and ask questions directly. Additional Supervisors agreed that having the consultant present would assist in understanding the technical aspects of the ERC and fee analysis. Mr. Dorrill acknowledged the request. He indicated that coordination with the consultant could be arranged so someone from the firm could attend the next meeting and address questions.

E. Everglades Restoration Project Impact Discussion

Mr. Kish asked about the hydrologist that is to study the Everglades flow. Mr. Lombardo referenced the proposal in the packet. The Board authorized at the meeting to move forward with a "not-to-exceed" amount. The proposal went above that amount. $40,950 time and materials plus the associated rate schedule.

Mr. Kish asked about sewer drainage pipe by Orchid Cove, the drain that goes to the canal. He asked if it was still functioning. Mr. Gunther said it originates on Collier County property. Mr. Kish asked if it would be possible to direct water to that drain to mitigate

the issues stemming from the Restoration Project. Mr. Lombardo clarified that Lewis, Longman, & Walker's involvement is not to decide whether action can be taken but rather to assist in receiving reimbursement for having to act. Mr. Lombardo said there is data collection required for any direction taken to figure out where to send the water. Mr. Truckey voiced his concern about the proposal. He is worried about the description of what can and cannot be done. Since the ribbon cutting, the Everglades Restoration Project will not be changed but reimbursement may be pursued.

Mr. Truckey said the sad part of that is that the Corps of Engineers did not do what they said they would. They spoke about numerous ways of protecting Port of the Islands. Mr. Truckey personally stated that if this issue turns into a lawsuit there would be a million-dollar amount associated with it. Mr. Truckey has spoken with SFWMD and the Corps of Engineers about running a contingency swale. It is only 100 feet from the well field culverts, where the worst flooding was during the last hurricane, to the canal. He asked about putting a contingency swale in to help protect the culverts. The Corps of Engineers does not want to see any water running through land going into the canal, which is why they plugged the canal. Mr. Truckey told them the only time it would take water from the project was at flood stage. The swale depth would be set at the top of the culverts and still protect the road. The Corps said absolutely not, they do not want a drop of water going into the canal. For $500 with a skid steer that could be put in vs. a million-dollar lawsuit.

Mr. Lombardo's understanding of the LL&W proposal was not that they couldn't change things from a permitting standpoint but rather they couldn't from a federal spend standpoint. To modify the spend at this point would involve congressional involvement. Mr. Truckey's concern is that SFWMD will not give permission to fix the problems and complete necessary projects. Ms. Hansen and Mr. Lombardo were in favor applying for a permit as it has only been denied in conversation rather than in an official permitting process.

Mr. Dorrill stated that following Hurricanes Irma and Ian, the Governor issued executive orders that waived certain permitting requirements related to restoration work and stormwater improvements. He noted that the Governor has a track record of waiving environmental resource permits following a presidentially declared disaster which could help with creating the desired swale.

Mr. Kish made a MOTION to not move forward with the Lewis, Longman, and Walker proposal. Ms. Hansen made the second and all were in favor.

Ms. Hansen made a MOTION to have District Engineer prepare proposal for permit modification with hydrologist where appropriate. Mr. Kish made a second and all were in favor.

F. FEMA Grants

Ms. Hansen asked about FEMA grants. Mr. Truckey responded that the tank moved forward and is in the final stage of getting approved. Work is also moving forward with raising the well heads. That work is under the hurricane grant which is covering 100% of the cost.

PUBLIC COMMENTS

No public comments were made at this time.

ADJOURNMENT

The District will host an open house at the utility plant following the regular meeting which will occur on March 19 at 9:30 a.m. The event will be noticed as a workshop to ensure compliance with Sunshine Law requirements. The Board agreed to move the monthly meetings from Fridays to Thursdays.

Mr. Lombardo advised that the proposed Rules of Decorum could not be adopted at the next meeting because there would not be enough time to satisfy the required noticing period. He stated that the item will need to be brought back at the April meeting in order to comply with the proper noticing requirements.

The next meeting will be on March 19, 2026, at 9:30 a.m. A utility plant tour will follow. **On a MOTION by Ms. Hansen and a second by Mr. Kish, with all in favor, the meeting was adjourned at 11:10 a.m.**

Florida Utility Solutions

PORT OF THE ISLANDS CID

FEBRUARY 2026

MONTHLY PLANT OPERATIONS REPORT

MARCH 20TH, 2026 BOARD MEETING

Wastewater Plant

Received and treated 2.40 million gallons in February

Water Plant

Produced and distributed 3.37 million gallons in February

REUSE

Distributed 9.20 million gallons in February

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

  - 2.40 million gallons of wastewater received and treated in February

  Water Treatment

  - Produced and distributed 3.37 million gallons in February

  Reuse

  - Distributed 9.20 million gallons in February

Performance Metrics	Current Month February 2026	Prior Month January 2026
Wastewater treated	2,404,171	3,279,297
Sludge disposed - gallons	0	12,000
Reuse Water Pumped	9,203,051	9,596,968
Odor Complaints	0	0
Number of line breaks	0	0
Auto Flushers Flushed	9	9
Meters Read	0	864
Meters Re-read	7	16
Consumables	**Current Month**	**Prior Month**
Chlorine Usage	580	665
Water Usage Complaints	0	0

Maintenance and Repair

Preventive Maintenance

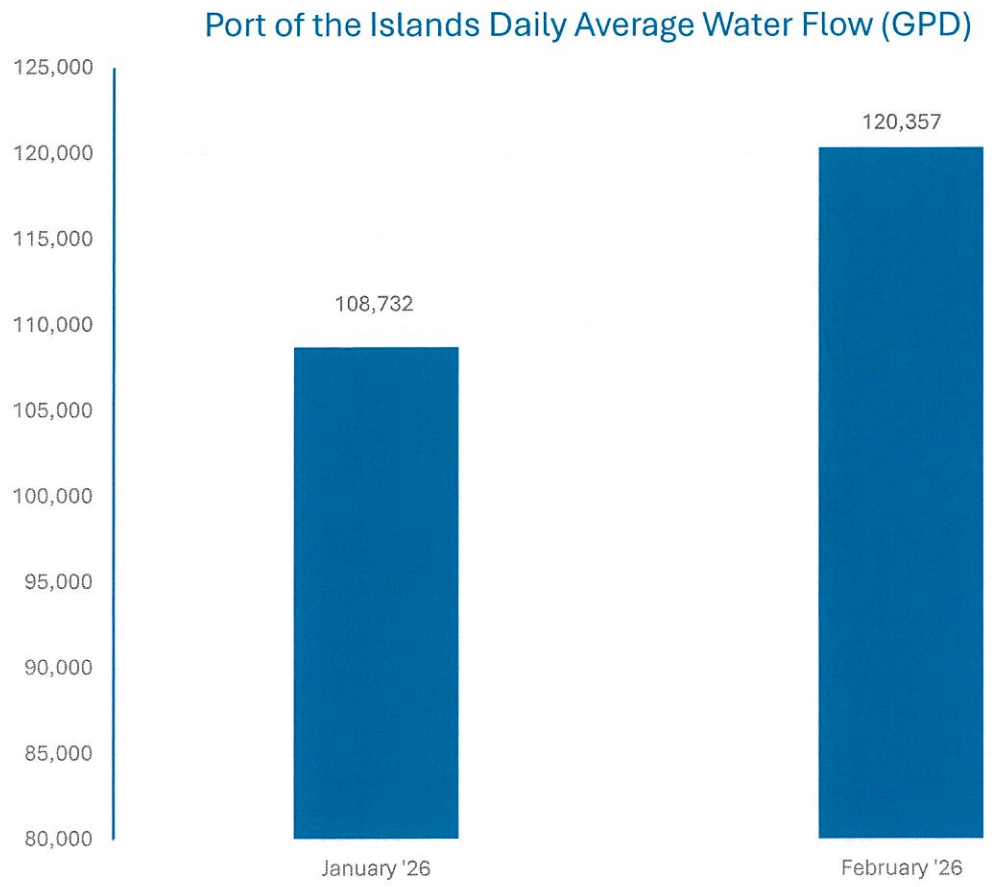
- Inspected all pump stations weekly.
- Odor control weekly checks performed.
- All pumps and motors greased.

Additional Maintenance

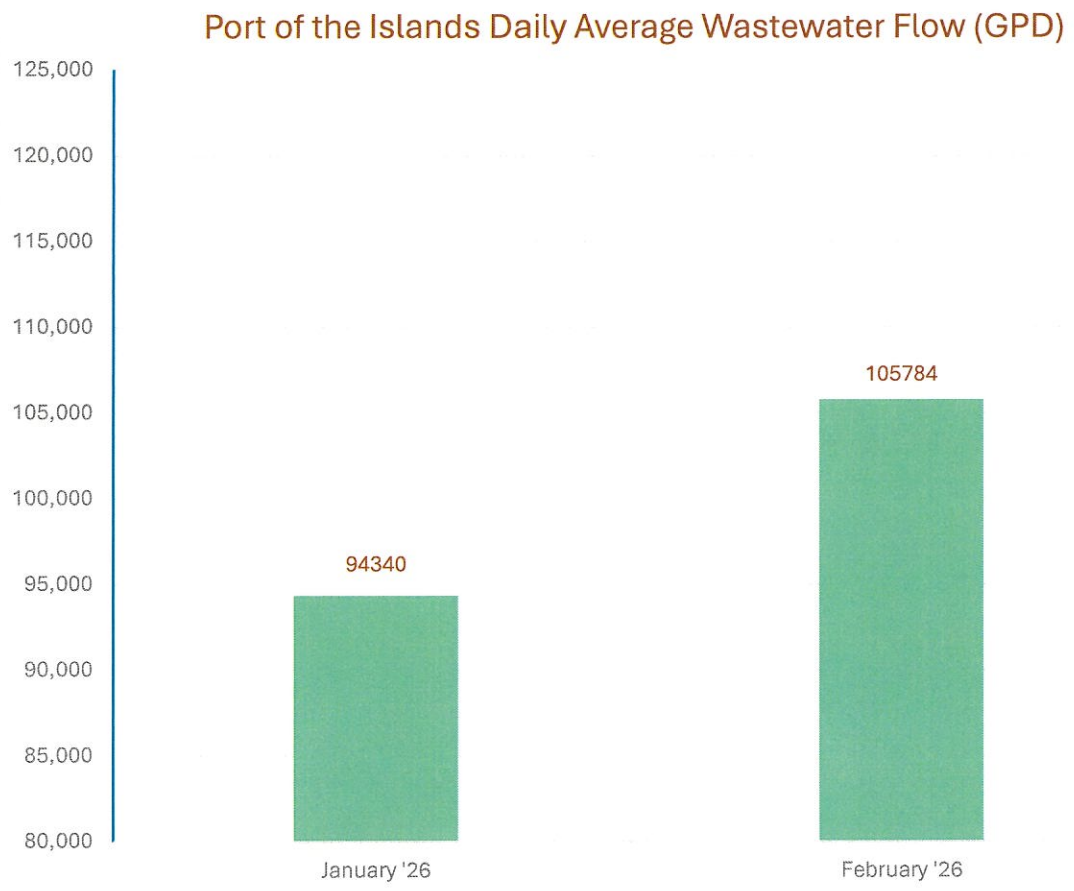
- 75hp reuse pump and motor was rebuilt and reinstalled.
- Replaced leaking backflow.
- Canal pump station only has one pump working.
- Newport master lift station rehab completed.
- Used a camera to inspect a sewer lateral for leaks or damage.
- Repaired broken water service line.
- Diagnosed and repaired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

Port of the Islands Reuse Average Daily Flow

Port of the Islands Reuse Monthly Flow Average

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

In accordance with section 190.006(3)(b), Florida Statutes, notice is hereby given that the qualifying period for candidates for election to the office of Supervisor, Port of the Islands Community Improvement ("District") begins at noon on Monday, June 8, 2026 and expires at noon Friday, June 12, 2026.

The District has two seats up for election, Seats 2 and 4. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026 and shall be conducted in the manner prescribed by law for holding general elections. Each seat carries a four year term in accordance with Chapter 190, Florida Statutes, and all other applicable law governing District elections.

Candidates must qualify for the office of Supervisor with the Collier County Supervisor of Elections located at Rev. Dr. Martin Luther King, Jr. Building, 3759 Enterprise Avenue, Naples, Florida 34104. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

For additional information please contact the Collier County Supervisor of Elections:

Melissa R. Blazier - Collier County Supervisor of Elections
Rev. Dr. Martin Luther King, Jr. Building
3750 Enterprise Avenue, Naples, FL 34104
Phone: (239) 252-8683; Fax: (239) 774-9468
Email: Supervisor.Elections@CollierVotes.gov

Neil Dorrill, District Manager

Run Date: _____ 2026

NOTE: The district shall publish a notice of the qualifying period set by the supervisor of elections for each election <u>at least 2 weeks prior to the start of the qualifying period.</u>

RESOLUTION 2026-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE COLLIER COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Port of the Islands Community Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors ("Board") of Port of the Islands Community Improvement District seeks to implement Section 190.006(3), Florida Statutes, and to have the Collier County Supervisor of Elections ("Supervisor") conduct the District's General Election ("General Election").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

1. **GENERAL ELECTIONS SEATS.** Seats 2 and 4 are scheduled for the General Elections in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes.*

3. **COMPENSATION.** Members of the Board receive $200 per meeting for their attendance, and no Board member shall receive more than $4,800 per year.

4. **TERM OF OFFICE.** The Term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** The Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 20th DAY OF MARCH, 2026.

PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

_____

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST

_____

SECRETARY/ASSISTANT SECRETARY

DRAFT

Port of the Islands CID

FINANCIAL STATEMENTS

January 31, 2026
(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 January 31, 2026

Assets

	Operating	Water and Sewer	Total
Current Assets			
Checking	$ 4,234,152.58	$ 0.00	$ 4,234,152.58
Checking - Water/Sewer	0.00	1,361,755.55	1,361,755.55
Undeposited Cash (WS)	0.00	42,203.53	42,203.53
Accounts Receivable	0.00	23,240.19	23,240.19
Due To/From 001/202	0.00	(96,386.43)	(96,386.43)
Due To/From 001/202	96,386.43	0.00	96,386.43
Prepaid Items	39,116.25	39,116.25	78,232.50
Total Current Assets	4,369,655.26	1,369,929.09	5,739,584.35
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	0.00	6,917,140.61	6,917,140.61
Total Assets	$ 4,369,655.26	$ 8,287,069.70	$ 12,656,724.96

Liabilities and Fund Balance

	Operating	Water and Sewer	Total
Current Liabilities			
Accounts Payable	$ 79,113.27	$ 0.00	$ 79,113.27
Other Current Liabilities	0.00	19,940.13	19,940.13
Utility Customer Deposits	0.00	15,950.00	15,950.00
Total Current Liabilities	79,113.27	35,890.13	115,003.40
Long-Term Liabilities			
Total Long-Term Liabilities	0.00	0.00	0.00
Total Liabilities	79,113.27	35,890.13	115,003.40
Fund Balances			
Unreserved Fund Balance	3,719,156.98	8,312,816.15	12,031,973.13
Retained Earnings	571,385.01	(61,636.58)	509,748.43
Total Fund Balance	4,290,541.99	8,251,179.57	12,541,721.56
Total Liabilities and Fund Balance	$ 4,369,655.26	$ 8,287,069.70	$ 12,656,724.96

Port of the Islands CID
Statement of Revenues & Expenses - OPERATIONS & MAINTENANCE
For the Period Ending
January 31, 2026

General Fund

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
Revenue						
FEMA Reimbursement	$ 72,555	$ 0	$ 79,305	$ 0	$ 79,305	$ 0
Interest Income	10,870	13,333	43,245	53,333	(10,088)	160,000
Special Assmnts- Tax Collector	22,049	67,925	618,709	271,702	347,007	815,105
Interest - Tax Collector	0	42	0	167	(167)	500
Special Assmnts-Discounts	0	(3,750)	0	(15,000)	15,000	(45,000)
Other Miscellaneous Revenues	290	0	1,077	0	1,077	0
Total Revenue	**105,764**	**77,550**	**742,336**	**310,202**	**432,134**	**930,605**
Expenses						
Administrative						
P/R-Board Of Supervisors	500	500	2,000	2,000	0	6,000
Employment Taxes	38	38	153	150	3	450
P/R - Processing Fees	0	42	77	167	(90)	500
County Property Tax	(29)	2,173	9,001	8,693	308	26,080
Profserv-Engineering	0	3,333	3,362	13,333	(9,971)	40,000
Profserv-Legal Services	1,171	2,083	15,950	8,333	7,617	25,000
Profserv-Mgmt Consulting Serv	4,479	4,250	17,916	17,000	916	51,000
Profserv-Property Appraiser	0	225	16,014	900	15,114	2,700
Auditing Services	500	550	1,500	2,200	(700)	6,600
Rentals & Leases	115	83	450	333	117	1,000
Postage And Freight	64	42	116	167	(51)	500
Insurance - General Liability	2,520	1,000	7,559	4,000	3,559	12,000
Insurance - Worker's Compensation	0	167	2,000	667	1,333	2,000
Printing & Binding	0	17	239	67	172	200
Legal Advertising	372	417	1,153	1,667	(514)	5,000
Special Services	1,500	1,250	12,935	5,000	7,935	15,000
Tax Collector Fee	441	1,250	12,374	5,000	7,374	15,000
Misc-District Website	583	300	635	1,200	(565)	3,600
Annual District Filing Fee	0	15	0	58	(58)	175
Total Administrative	**12,254**	**17,735**	**103,434**	**70,935**	**32,499**	**212,805**

Port of the Islands CID
Statement of Revenues & Expenses - OPERATIONS & MAINTENANCE
For the Period Ending
January 31, 2026

General Fund

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
Operations & Maintenance						
Contracts-Field Services	0	542	950	2,167	(1,217)	6,500
Electricity-Streetlighting	2,898	2,500	11,506	10,000	1,506	30,000
R&M-Renewal & Replacement	0	417	0	1,667	(1,667)	5,000
R&M-Grounds	3,500	2,083	5,717	8,333	(2,616)	25,000
Misc-Hurricane	0	0	4,190	0	4,190	0
R&M-Storm Water Drainage	0	417	0	1,667	(1,667)	5,000
Total Operations & Maintenance	**6,398**	**5,959**	**22,363**	**23,834**	**-1,471**	**71,500**
Landscape & Irrigation						
Contracts-Landscape	8,261	8,083	32,323	32,333	(10)	97,000
Utility-Irrigation	0	1,250	4,002	5,000	(998)	15,000
R&M-Irrigation	1,763	1,000	8,007	4,000	4,007	12,000
Total Landscape & Irrigation	**10,024**	**10,333**	**44,332**	**41,333**	**2,999**	**124,000**
Lakes & Ponds						
Contracts-Lakes	225	167	820	667	153	2,000
Total Lakes & Ponds	**225**	**167**	**820**	**667**	**153**	**2,000**
Roads & Sidewalks						
R&M-Signage	0	25	0	100	(100)	300
R&M-Roads & Alleyways	0	833	0	3,333	(3,333)	10,000
Total Roads & Sidewalks		**858**		**3,433**	**-3,433**	**10,300**
Mosquito Control						
Contracts-Mosquito Spray	0	833	0	3,333	(3,333)	10,000
Total Mosquito Control		**833**		**3,333**	**-3,333**	**10,000**

Port of the Islands CID
Statement of Revenues & Expenses - OPERATIONS & MAINTENANCE
For the Period Ending
January 31, 2026

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	8,333	(8,333)	25,000
Contingency	0	10,417	0	41,667	(41,667)	125,000
Capital Reserve	0	29,167	0	116,667	(116,667)	350,000
Total Capital Expenditures & Projects		**41,667**		**166,667**	**-166,667**	**500,000**
Total Expenditures	**28,901**	**77,552**	**170,949**	**310,202**	**(139,253)**	**930,605**
Other Financing Sources (Uses)						
Other Sources						
Other Financing Sources (Uses)						
Other Sources						
Other Uses						
Revenue (Over) Under Expenses	**$ 76,863**	**$ (2)**	**$ 571,387**	**$ 0**	**$ 571,387**	**$ 0**

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending
January 31, 2026

Water/Sewer

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
Revenue						
Interest Income	$ 5,135	$ 4,167	$ 20,748	$ 16,667	$ 4,081	$ 50,000
Water Revenue	(53)	52,083	114,987	208,333	(93,346)	625,000
Sewer Revenue	300	56,250	125,611	225,000	(99,389)	675,000
Irrigation Fees	0	17,517	53,212	70,067	(16,855)	210,200
Meter Fees	0	250	0	1,000	(1,000)	3,000
Interest - Tax Collector	0	50	0	200	(200)	600
Other Miscellaneous Revenues	5,589	417	8,853	1,667	7,186	5,000
Total Revenue	**10,971**	**130,734**	**323,411**	**522,934**	**(199,523)**	**1,568,800**
Expenses						
Administrative						
P/R-Board Of Supervisors	500	500	2,000	2,000	0	6,000
Employment Taxes	38	33	153	133	20	400
P/R - Processing Fees	0	42	76	167	(91)	500
Profserv-Engineering	0	4,167	23,469	16,667	6,802	50,000
Profserv-Legal Services	1,171	2,083	15,950	8,333	7,617	25,000
Profserv-Mgmt Consulting Serv	4,479	4,250	17,916	17,000	916	51,000
Auditing Services	500	425	1,500	1,700	(200)	5,100
Postage And Freight	8	17	27	67	(40)	200
Insurance - General Liability	2,520	1,000	7,559	4,000	3,559	12,000
Printing & Binding	0	17	0	67	(67)	200
Legal Advertising	0	100	0	400	(400)	1,200
Special Services	120	0	342	0	342	0
Utility Billing Postage & Supplies	154	208	1,246	833	413	2,500
Miscellaneous - Bank Charges	35	2,667	42	10,667	(10,625)	32,000
Assessment Administration	0	2,500	0	10,000	(10,000)	30,000
Office Supplies	363	58	456	233	223	700
Telephone - Utility Operations	322	333	1,291	1,333	(42)	4,000
Total Administrative	**10,210**	**18,400**	**72,027**	**73,600**	**-1,573**	**220,800**

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending
January 31, 2026

Water/Sewer

	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Variance	Annual Budget
Water-Sewer Comb Services						
Misc-Hurricane	0	0	4,190	0	4,190	0
Utility - Electricity	8,193	8,333	31,803	33,333	(1,530)	100,000
Contracts-Utility Operations	0	32,333	87,986	129,333	(41,347)	388,000
Contracts-Utility Billing	3,736	3,333	11,386	13,333	(1,947)	40,000
Contracts-Generator Maint	0	333	0	1,333	(1,333)	4,000
R&M-Lift Station	33,045	833	33,045	3,333	29,712	10,000
R&M-Potable Water Lines	0	1,000	6,913	4,000	2,913	12,000
R&M-Water Plant	31,530	3,333	40,401	13,333	27,068	40,000
R&M-Waste Water Plant	0	2,083	9,740	8,333	1,407	25,000
R&M-Sewer Lines	0	417	52,990	1,667	51,323	5,000
R&M-Instrumentation	0	417	0	1,667	(1,667)	5,000
Misc-Licenses & Permits	0	83	0	333	(333)	1,000
Compliance Sampling	0	1,667	2,783	6,667	(3,884)	20,000
Chemicals-Water Operations	1,717	2,917	8,224	11,667	(3,443)	35,000
Chemicals-Wastewater Operations	3,470	2,333	7,509	9,333	(1,824)	28,000
Sludge Disposal	4,466	1,667	4,466	6,667	(2,201)	20,000
Reserves - Water & Sewer System	0	20,000	0	80,000	(80,000)	240,000
Total Water-Sewer Comb Services	**86,157**	**81,082**	**301,436**	**324,332**	**-22,896**	**973,000**
Capital Expenditures & Projects						
Capital Outlay	0	20,833	0	83,333	(83,333)	250,000
Capital Outlay-WWTP	0	0	11,585	0	11,585	0
Contingency	0	10,417	0	41,667	(41,667)	125,000
Total Capital Expenditures & Projects		**31,250**	**11,585**	**125,000**	**-113,415**	**375,000**
Total Expenditures	**96,367**	**130,732**	**385,048**	**522,932**	**(137,884)**	**1,568,800**
Revenue (Over) Under Expenses	**$ (85,396)**	**$ 2**	**$ (61,637)**	**$ 2**	**$ (61,639)**	**$ 0**

Docusign Envelope ID: B586B494-332F-4FB6-8C6C-5322E3D765C7

WOODS · WEIDENMILLER
MICHETTI · RUDNICK

Rachel A. Kerlek, Esq.
rkerlek@lawfirmnaples.com

February 26, 2026

VIA EMAIL
Port of the Islands Community Improvement District
c/o Neil Dorrill, District Manager
neil@dmgfl.com

RE: Legal Representation

Dear Mr. Dorrill:

We are very pleased that you have selected our firm for legal representation. We thank you for your expression of confidence in us. This letter confirms the basis for your engaging our firm and describes the basis upon which we will provide legal services to you. If you have any questions about these provisions, please contact me.

1. Client; Scope of Representation. You will be our client in the matter discussed in this letter. Our work will include legal work and representation of Port of the Islands Community Improvement District in connection with claims against Lindsay J. Case.

2. Responsibilities. We will provide legal counsel and assistance to you in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries. In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You agree to pay our bills for services and expenses in accordance with this engagement letter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

3. Fees and Expenses. Our fees are based primarily upon the billing rate for each professional devoting time to this matter. Each lawyer, paralegal and legal assistant has an hourly billing rate based generally on his or her experience and special expertise. I will review your bills. The hourly rate multiplied by the time spent on your behalf, measured generally in tenths of an hour, is the primary basis for determining our fee. Our firm's hourly rates are set forth in the Professional Rate Schedule being provided herewith. These billing rates may be adjusted from time to time to reflect changes in levels of experience and economic factors affecting our firm. When our rates change, the bills you receive from us after that time will reflect the rate adjustment.

   Charges for services, while based primarily on hourly rates, are also determined after considering a variety of other factors, such as the novelty and difficulty of the issues involved, the skills needed to perform the legal services properly, special timing requirements and the results obtained. We are always pleased to discuss our bills with you to ensure that we both understand the basis for them and to avoid any misunderstanding.

We reserve the right to include separate charges on our bills for services such as photocopying, messenger and delivery service, computerized research, travel, facsimile and search and filing fees. We charge for these expenses at a standard rate per unit for each item. We do not currently separately charge for long distance domestic calls or regular U.S. mail delivery. We generally do not pay fees and expenses of others (such as consultants, expert witnesses, appraisers, and other professionals or vendors). Either the provider of these services will bill you directly or, on occasion, the Firm will advance these costs and invoice you for said payment. Periodically, we may retain local counsel or co-counsel, or may, pursuant to the Rules of Professional Responsibility, pay a referral or co-counsel fee. The Firm will pay these fees, unless a separate agreement is reached with you.

We generally bill on a monthly basis, which helps to keep you informed of the time devoted to and progress of your matter. Payment is due upon receipt by check payable to Woods, Weidenmiller, Michetti & Rudnick, LLP. Please include your invoice number (listed on the bill) along with your payment. We will charge interest at the rate of 1.5% per month (18% per annum) on bills that remain unpaid beyond 60 days. Any objection to the invoices must be made in writing within thirty (30) days of the date of the invoice or said objections are waived. Client grants the Firm a charging lien and retaining lien relative to this matter. You agree to bear the costs we incur in collecting overdue accounts, including reasonable attorneys' fees and all other costs. If any statement remains unpaid for more than 30 days, we may cease performing services for you until we make arrangements with you for payment of outstanding bills and future bills. We may withdraw from representing you if you do not pay us.

4. Opinions and Beliefs. Since the outcome of litigation (and negotiations) is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the litigation (and negotiation) process, it is understood that we have made no promises or guarantees to you concerning the outcome of this or any other matter and cannot do so.

5. Conflicts. We represent many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you and/or your affiliates. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you. We ask for similar agreements from other clients to preserve our ability to represent you, when we are engaged by others. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of you.

6. Electronic Communications. We communicate from time to time with our clients using telecopiers, mobile telephones and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know immediately and we will attempt to

honor that request. It is also important that all e-mail communications or other electronic communications not be made from an employer's e-mail account, but instead from your own personal e-mail account. This allows such communications to be protected by the attorney-client privilege.

7. Privacy and Confidentiality of Information. Because of the nature of some of the financial services offered by our firm, we are required by federal law to disclose our privacy policy and practices to individuals for whom we provide financial products or services. Because the privacy and confidentiality of information regarding our clients are extremely important to us, we are happy to comply with that requirement by furnishing you with the following information:

   a. We collect nonpublic personal information about a client only from the client or from other sources with the client's prior authorization. For instance, in the course of providing tax advice and real estate closing services, we often collect information about clients (e.g., name, address, telephone number, social security number and assets), and we may receive additional information from third parties (e.g., appraisals, credit reports and land surveys).

   b. We do not disclose any nonpublic personal information about a client or former client to anyone except as required or permitted by law or as authorized in advance by the client.

   c. We restrict access to nonpublic personal information about each client to those employees of our firm who need to know that information to provide the services the client has requested.

   d. We maintain physical, electronic, and procedural safeguards that comply with applicable federal regulations to guard the nonpublic personal information about our clients.

   The protection of personal and confidential information about our clients is very important to us.

8. Trust Funds. We require an initial payment against fees and expenses of $10,000.00 (the "Trust Funds") which is due immediately. We reserve the right to increase the Trust Funds amount at any time during our representation. The Trust Funds will be held in a Firm Trust Account. You will receive monthly bills for all legal services provided and costs incurred, and you agree that you will pay these invoices upon your receipt of the same. Should payment not be received for any invoice you agree that we may apply any portion of or the entire Trust Fund to pay our outstanding invoice(s). Should we apply the Trust Fund against any outstanding invoice(s) you agree to immediately pay any remaining balance owed and also to replenish the Trust Fund. You agree that all sums paid in settlement shall be directed to the Firm's trust account and that the Firm is entitled to pay all outstanding Invoices from the proceeds of the settlement, absent other written agreement between Firm and Client.

   Upon the conclusion of our representation of you, any remaining monies will be returned to you after the Trust Fund is applied to your final bill. You agree that we may determine, in our sole discretion, that the Trust Funds need to be adjusted based upon our experience, your payment history, the posture of the case, or any other factor. You agree

to pay the adjusted Trust Funds upon 30 days written notice. If you do not pay the adjusted Trust Funds within 30 days, your signature below constitutes consent to our termination of services rendered on your behalf and to our withdrawal from all pending cases. The Trust Funds are *not* an estimate of the total fees to be incurred in this matter. You agree that we have not guaranteed or warranted, orally or in writing, what the total fees or costs will be in this matter. Any such representation is strictly an estimate which is subject to change as the case progresses. We have made no warranties as to the successful conclusion of this matter, and all expressions made by us regarding the outcome are matters of opinion only.

9. Discharge and Withdrawal.

   i. You may discharge us at any time. We may withdraw with your consent or for good cause. We reserve the right to withdraw from representing you if, among other things, you fail to honor the terms of this engagement letter — including nonpayment of our bills, your failure to cooperate or follow our advice on a material matter, or we become aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

   ii. In the event that we terminate the engagement, we will take reasonably practicable steps to protect your interests in the above matter. If you terminate our services, you will promptly pay us for all fees, charges and expenses incurred prior to the date of our receipt of the termination and for any work required to effect a transition to new counsel.

   iii. Unless previously terminated, our representation will terminate upon our sending you our final bill for services rendered. If you request, we will return original papers and property to you consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of you.

   iv. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

10. Preservation of Evidence. As this matter is in litigation or may proceed to litigation, it is important that you now retain all documents, correspondence, agreements, notes and calendars that might possibly relate to the issues in the litigation. If you or your company has an automatic email deletion process/procedure, you must disable same or otherwise preserve all email communications. You should also retain possession of all computers and servers. Failure to follow these instructions or to otherwise dispose of admissible evidence can have very adverse effect on your case, including, but not limited to, dismissal of the case.

11. E-Discovery. As this matter is in litigation or may proceed to litigation, there may arise a need for the Firm to collect the documents, correspondence, agreements, calendar, and/or other forms of documentation and files (including electronic data) being preserved or otherwise within your possession, custody, or control. In an effort to efficiently manage documents and information provided in connection with your litigation, the Firm reserves the right to utilize third-party vendors in connection with the collection, retention, and/or production of the above-described documentation, files, and/or electronic data in

connection with your matter and at its discretion. Should a third-party vendor be utilized, you will be subject to additional costs associated with the monthly storage of said documents, files, and/or electronic data. By executing this Agreement, you hereby acknowledge your understanding of the foregoing and authorize the Firm to invoice you for said costs, as applicable.

12. Dispute Resolution. You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Collier, State of Florida, by a mediator to be selected by the parties. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

    If mediation fails to resolve the dispute, you further agree that any controversy, claim, or disagreement relating to our unpaid fees for professional services and costs rendered under this Agreement or any performance of the engagements shall be submitted for binding arbitration to the American Arbitration Association, or like organization in accordance with the prevailing dispute resolution rules of the organization, with the place of hearing being Collier County, Florida. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court for Collier County, Florida. In the event civil proceedings to confirm the arbitration award as judgment are required, the prevailing party shall be entitled to receive all reasonable attorneys' fees and costs related to the confirmation and enforcement of the judgment.

13. If you do not sign and return this engagement letter, but request that the Firm perform services and you pay the first Invoice, you agree to be bound by the terms of this Agreement. The terms of this Agreement shall apply to all subsequent representations, unless the parties enter into a new engagement letter. The person executing this Agreement agrees to be individually responsible for payment of the Firm's attorneys' fees even if signing on behalf of an entity.

This letter agreement contains the entire agreement between our firm and you regarding our representation of you and the fees, charges, and expenses to be paid. If you are in agreement with the terms of this letter, please sign below and return this letter to me. We are pleased to have this opportunity to represent you, and assure you that we will represent you as diligently and economically as possible.

Sincerely,

WOODS, WEIDENMILLER, MICHETTI & RUDNICK, LLP

Rachel A. Kerlek

Rachel A. Kerlek

ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage you pursuant to the terms set forth in this letter.

PORT OF THE ISLANDS COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Neil Dorrill

Its: District Manager_____

Date: _____

WOODS, WEIDENMILLER, MICHETTI & RUDNICK, LLP
PRIVACY NOTICE

Because of the nature of some of the financial services offered by Woods, Weidenmiller, Michetti & Rudnick, LLP, we are required by federal law to disclose our privacy policy and practices to individuals for whom we provide financial products or services. Because the privacy and confidentiality of information regarding our clients are extremely important to us, we are happy to comply with that requirement by furnishing you with the following information:

- We collect nonpublic personal information about a client only from the client or from other sources with the client's prior authorization. For instance, in the course of providing tax advice and real estate closing services, we often collect information about clients (e.g., name, address, telephone number, social security number and assets), and we may receive additional information from third parties (e.g., appraisals, credit reports and land surveys).

- We do not disclose any nonpublic personal information about a client or former client to anyone except as required or permitted by law or as authorized in advance by the client.

- We restrict access to nonpublic personal information about each client to those employees of our firm who need to know that information to provide the services the client has requested.

- We maintain physical, electronic, and procedural safeguards that comply with applicable federal regulations to guard the nonpublic personal information about our clients.

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Professional Rate Schedule
2026 HOURLY RATES

Casey K. Weidenmiller	$765.00
Gregory Woods	$785.00
Jack A. Campbell	$395.00
Jackie D. Navarrete	$285.00
Jennifer M. Hollander	$365.00
Jessica F. Tolin	$575.00
JoAnne Petty	$205.00
Joellen Weidenmiller	$245.00
Kristina Martella	$225.00
Mark A. Slack	$595.00
W. Max Ferris	$395.00
Michael D. Moore	$695.00
Misty DiPalma	$285.00
Mitch Pappas	$285.00
Rachel A. Kerlek	$675.00

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WOODS, WEIDENMILLER, MICHETTI & RUDNICK, LLP
9045 Strada Stell Ct, Ste 400
Naples, FL 34109
Telephone: (239) 325-4070
Fax: (239) 325-4080

CLIENT CREDIT CARD PRE-AUTHORIZATION

In an effort to better serve our clients and simplify your billing experience, our firm offers credit card acceptance. Credit card information is filed with your confidential client information and kept secure. Accounts on file can be charged either as a one-time payment on request, automatically each month upon the due date or as back up payment in the event of a past due balance with the firm. We appreciate your prompt payment.

Client Name: Neil Dorrill

Client/Matter Number: 592425-001

Credit Card Name: Neil Dorrill

Credit Card Number: _____

Expiration Date: _____ Amount to be Charged: $ _____

_____ (initial) I hereby authorize Woods, Weidenmiller, Michetti & Rudnick, LLP to charge the balance currently due on my account.

_____ (initial) I hereby authorize Woods, Weidenmiller, Michetti & Rudnick, LLP to charge the balance of my account automatically each month. Card will be charged the FIRST BUSINESS DAY of each month for prior month fees.

_____ (initial) I hereby authorize Woods, Weidenmiller, Michetti & Rudnick, LLP to charge the Trust Funds agreed upon signing the Engagement Letter.

_____ (initial) I hereby authorize Woods, Weidenmiller, Michetti & Rudnick, LLP to charge the replenishment of my retainer up to the agreed upon amount on the Engagement Letter.

PERSONAL GUARANTEE

The undersigned guarantees performance of the financial provisions of this agreement.

Card Holder Name (print) Neil Dorrill

Signature of Card Holder _____ Date _____