



**BLUE LAKE
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
MARCH 28, 2022
1:00 P.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

www.bluelakecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BLUE LAKE
COMMUNITY DEVELOPMENT DISTRICT
Conference Room of the Offices of Lennar
10461 Ben C. Pratt, Six Mile Cypress Parkway
Fort Myers, Florida 33966
REGULAR BOARD MEETING
March 28, 2022
1:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Appointment to Board Vacancy
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
 - 1. October 25, 2021 Regular Board Meeting.....Page 2
- I. Old Business
- J. New Business
 - 1. Consider Resolution No. 2022-01 – Adopting a Fiscal Year 2022/2023 Proposed Budget.....Page 6
 - 2. Request from Resident Delbert Powell – Fishery Improvements to Lake.....Page 14
 - 3. Consider Ratification of License Agreement for Installation of Improvements.....Page 16
- K. Administrative Matters
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 - 2. Manager’s Report
 - Presentation Request for Homeowners.....Page 21
- L. Board Members Comments
- M. Adjourn

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BLUE LAKE COMM. DEVE LOPMENT
2501 BURNS RD # A

PALM BEACH GARDENS, FL 33410-5207

BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Blue Lake Community Development District will hold Regular Board Meetings in the Conference Room of the offices of Lennar located at 10461 Ben C. Pratt, Six Mile Cypress Parkway, Fort Myers, Florida 33966 at 1:00 p.m. on the following dates:

- October 25, 2021
- November 22, 2021
- December 27, 2021
- January 24, 2022
- February 28, 2022
- March 28, 2022
- April 25, 2022
- May 23, 2022
- June 27, 2022
- July 25, 2022
- August 22, 2022
- September 26, 2022

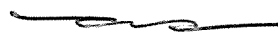
Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

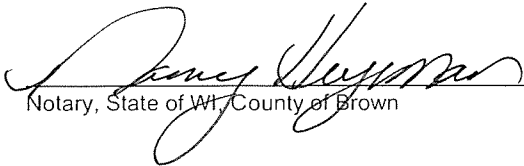
Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper issue(s) dated:

Issue(s) dated: 10/13/2021



Subscribed and sworn to before on October 13, 2021:


Notary, State of WI, County of Brown

5.15.23

My commission expires
Publication Cost: \$399.00
Ad No: 0004946407
Customer No: 1501703
PO #:
of Affidavits 1

This is not an invoice

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 239-444-5790 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 239-444-5790 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
www.bluelakecdd.org
Pub Date: Oct 13, 2021 No. 4946407

NANCY HEYRMAN
Notary Public
State of Wisconsin

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 25, 2021**

A. CALL TO ORDER

The October 25, 2021, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 1:15 p.m. in the Conference Room of the Offices of Lennar located at 10461 Ben C. Pratt, Six Mile Cypress Parkway, Fort Myers, Florida 33966.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Naples Daily News* on October 13, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

C. CONSIDER ACCEPTANCE OF BOARD MEMBER RESIGNATION

Mr. Edick stated that his resignation would be effective November 1, 2021. Mr. Smith advised that, at this time, there was no name to submit to fill the vacancy.

A **motion** was made by Mr. Edwards, seconded by Mr. Ernst and passed unanimously accepting Mr. Edick’s resignation from the Board, effective November 1, 2021.

D. ESTABLISH A QUORUM

It was determined that the attendance of the following Board Members constituted a quorum:

Chairman	Russell Smith	Present
Vice Chairman	Tommy Dean	Absent
Supervisor	Barry Ernst	Present
Supervisor	Steve Edick (via phone)	Present
Supervisor	Scott Edwards	Present

Also virtually present were the following Staff Members:

District Manager	Kathleen Meneely	Special District Services, Inc.
District Counsel	Wes Haber	Kutak Rock LLP
District Engineer	Carl Barraco, Jr.	Barraco and Associates, Inc.

Also present were District residents Del Powell and Dave White.

E. ADDITIONS OR DELETIONS TO AGENDA

Ms. Meneely requested to add as #2 under New Business a discussion of the District Attorney’s new status. She also requested the addition of a discussion on the utility easement under the Engineering Report. There was a consensus of the Board to add both items.

F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Powell requested a discussion on water quality and fishing on the lake. Mr. Powell noted that the fish habitat were not growing and that he had asked the County to test the lake. Mr. Haber stated, from the District's perspective, only the functionality of the lake matters for the permit of the stormwater system. Mr. Haber added that recreational fishing issues belong with the HOA. Mr. Smith stated that there was a division of responsibility between the HOA and CDD. Mr. White advised that he spoke with the HOA about the lakes and was working with them to increase the fish habitat. Mr. Smith asked that the residents keep the CDD informed.

Mr. Powell questioned the budget and the weeds growing near the fence. Ms. Meneely stated that there was currently no money in the budget for this expense. Mr. Smith asked staff to coordinate with Solitude on a proposal and to include it in next year's budget.

G. APPROVAL OF MINUTES

1. June 28, 2021, Public Hearing & Regular Board Meeting

The June 28, 2021, Public Hearing & Regular Board Meeting minutes were presented for approval.

A **motion** was made by Mr. Ernst, seconded by Mr. Edwards and passed unanimously approving the minutes of the June 28, 2021, Public Hearing & Regular Board Meeting, as presented.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Resolution No. 2021-06 – Adopting a Fiscal Year 2020/2021 Amended Budget

Resolution no. 2021-06 was presented, entitled:

RESOLUTION NO. 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Edwards, seconded by Mr. Ernst and passed unanimously adopting Resolution No. 2021-06, as presented.

2. Consider Transition to Kutak Rock

Mr. Haber went over the specifics of the transfer of HGS staff to Kutak Rock. He indicated that the Board had the choice to remain with him and have records transferred to Kutak Rock or to go out for new counsel.

A **motion** was made by Mr. Edwards, seconded by Mr. Ernst and passed unanimously to transfer the records to Kutak Rock and authorizing the signing of the transition letter.

J. ADMINISTRATIVE MATTERS

1. Engineer's Report – Consider Use of Easement

Mr. Haber stated that a letter of no objection was received from Lennar requesting the District's permission to utilize the drainage easements for pool equipment pads on both sides of the lot located at 14044 Blue Lake Circle.

A **motion** was made by Mr. Ernst, seconded by Mr. Edwards and passed unanimously approving the letter of no objection, as presented.

Mr. Haber continued that the license agreement had already been signed and he was requesting that the Board ratify that agreement.

A **motion** was made by Mr. Smith, seconded by Mr. Ernst and passed unanimously ratifying the license agreement, as presented.

Mr. Barraco advised that the engineering certificate for the flow ways had been submitted to the County who had asked for additional information. He stated the information had been sent, but he has not yet heard back. He continued that he was working on the bill of sale for the utilities and the District will need to accept ownership. He added that he would like to continue the process. Upon discussion, a **motion** was made by Mr. Smith, seconded by Mr. Edwards and passed unanimously authorizing the Chairman to sign the conveyance documents, when necessary.

2. Manager's Update

Ms. Meneely went over the upcoming meeting schedule for November 22, 2021, December 27, 2021, and January 24, 2022. There was a consensus of the Board to cancel those meetings after inquiries are sent to be sure there are no pressing issues.

K. BOARD MEMBER COMMENTS

There were no Board Member comments.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Ernst, seconded by Mr. Edwards and passed unanimously to adjourn the meeting at 1:37 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2022/2023, AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Blue Lake Community Development District (the “District”) was recently established by the Board of County Commissioners of Lee County, Florida effective August 22, 2018; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Blue Lake Community Development District (the “Board”) the proposed operating budget for Fiscal Year 2022/2023; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The operating budget proposed by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 2. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE: June 27, 2022
HOUR: 1:00 p.m.
LOCATION: Conference Room of the Offices of Lennar
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966

SECTION 3. The District Manager is hereby directed to submit a copy of the proposed budget to Lee County at least sixty (60) days prior to the hearing set above.

SECTION 4. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District’s Secretary is directed to transmit the approved budget to the manager or administrator of Lee County for posting on its websites.

SECTION 5. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of March, 2022.

ATTEST:

**BLUE LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget

Blue Lake
Community Development District

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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PROPOSED BUDGET
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
O&M Assessments	253,701
Developer Contribution - O&M	0
Developer Contribution - Debt	0
Debt Assessments	663,697
Interest Income	120
TOTAL REVENUES	\$ 917,518
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Management	28,824
Legal	14,000
Assessment Roll	4,000
Audit Fees	3,900
Arbitrage Rebate Fee	650
Insurance	6,100
Legal Advertisements	3,000
Miscellaneous	1,000
Postage	300
Office Supplies	1,100
Dues & Subscriptions	175
Trustee Fees	4,050
Continuing Disclosure Fee	1,000
Mitigation Monitoring	73,000
Lake Maintenance	35,000
Flow Way Inspection Certification	2,500
Vista Dry Retention Area	45,000
TOTAL EXPENDITURES	\$ 238,599
REVENUES LESS EXPENDITURES	\$ 678,919
Bond Payments	(623,875)
BALANCE	\$ 55,044
County Appraiser & Tax Collector Fee	(18,348)
Discounts For Early Payments	(36,696)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
O&M Assessments	137,377	142,830	253,701	Expenditures Less Interest/.94
Developer Contribution - O&M	0	27,500	0	Developer Contribution - O&M
Developer Contribution - Debt	217,819	0	0	
Debt Assessments	638,494	663,697	663,697	Bond Payments/.94
Interest Income	117	60	120	Interest Projected At \$10 Per Month
TOTAL REVENUES	\$ 993,807	\$ 834,087	\$ 917,518	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	10,100	15,000	15,000	Engineering/Inspections
Management	27,612	27,996	28,824	CPI Adjustment (Capped At 3%)
Legal	3,075	15,000	14,000	FY 2021/2022 Expenditure Through 1/31/22 Was \$1,840
Assessment Roll	4,000	4,000	4,000	As Per Contract
Audit Fees	3,700	3,800	3,900	Accepted Amount For 2021/2022 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2021/2022 Budget
Insurance	5,513	5,900	6,100	Insurance Estimate
Legal Advertisements	2,079	4,000	3,000	\$1,000 Decrease From 2021/2022 Budget
Miscellaneous	193	1,150	1,000	\$150 Decrease From 2021/2022 Budget
Postage	158	300	300	No Change From 2021/2022 Budget
Office Supplies	164	1,300	1,100	\$200 Decrease From 2021/2022 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	4,031	4,050	4,050	No Change From 2021/2022 Budget
Continuing Disclosure Fee	1,000	1,000	1,000	No Change From 2021/2022 Budget
Mitigation Monitoring	35,361	45,000	73,000	FY 2021/2022 Expenditure Through 1/31/22 Was \$58,513
Lake Maintenance	35,650	30,000	35,000	FY 2021/2022 Expenditure Through 2/28/22 Was \$16,452
Flow Way Inspection Certification	0	2,500	2,500	\$5,000 Expenditure Every Other Year
Vista Dry Retention Area	0	0	45,000	Vista Dry Retention Area
TOTAL EXPENDITURES	\$ 133,461	\$ 161,821	\$ 238,599	
REVENUES LESS EXPENDITURES	\$ 860,346	\$ 672,266	\$ 678,919	
Bond Payments	(846,915)	(623,875)	(623,875)	2023 P & I Payments Less Earned Interest
BALANCE	\$ 13,431	\$ 48,391	\$ 55,044	
County Appraiser & Tax Collector Fee	(301)	(16,130)	(18,348)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(11,187)	(32,261)	(36,696)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 1,943	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
Interest Income	32	25	25	Projected Interest For 2022/2023
NAV Tax Collection	629,097	623,875	623,875	Maximum Debt Service Collection
Developer Contribution	217,819	0	0	Dec 2021 Interest Payment Was Developer Funded
Total Revenues	\$ 846,948	\$ 623,900	\$ 623,900	
EXPENDITURES				
Principal Payments	190,000	195,000	205,000	Principal Payment Due In 2023
Interest Payments	435,638	425,575	418,575	Interest Payment Due In 2023
Bond Redemption	0	3,275	275	Estimated Excess Debt Collections
Transfer To Construction Fund	16	50	50	Transfer To Construction Fund
Total Expenditures	\$ 625,654	\$ 623,900	\$ 623,900	
Excess/ (Shortfall)	\$ 221,294	\$ -	\$ -	

Series 2019 Bond Information

Original Par Amount = \$10,400,000 Annual Principal Payments Due = June 15th

Interest Rate = 3.50% - 4.5% Annual Interest Payments Due = June 15th & December 15th

Issue Date = May 2019

Maturity Date = June 2049

Par Amount As Of 1/1/22 = \$10,025,000

**Blue Lake Community Development District
Assessment Comparison**

	Fiscal Year 2019/2020 Assessment*	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Projected Assessment*
O & M Assessment For 50' Single Family Units	\$ -	\$ 337.66	\$ 337.66	\$ 599.77
<u>Debt Assessment For 50' Single Family Units</u>	<u>\$ -</u>	<u>\$ 1,330.00</u>	<u>\$ 1,330.00</u>	<u>\$ 1,330.00</u>
Total For 50' Single Family Units	\$ -	\$ 1,667.66	\$ 1,667.66	\$ 1,929.77
O & M Assessment For 60' Single Family Units	\$ -	\$ 337.66	\$ 337.66	\$ 599.77
<u>Debt Assessment For 60' Single Family Units</u>	<u>\$ -</u>	<u>\$ 1,596.00</u>	<u>\$ 1,596.00</u>	<u>\$ 1,596.00</u>
Total For 60' Single Family Units	\$ -	\$ 1,933.66	\$ 1,933.66	\$ 2,195.77
O & M Assessment For 75' Single Family Units	\$ -	\$ 337.66	\$ 337.66	\$ 599.77
<u>Debt Assessment For 75' Single Family Units</u>	<u>\$ -</u>	<u>\$ 1,995.00</u>	<u>\$ 1,995.00</u>	<u>\$ 1,995.00</u>
Total For 75' Single Family Units	\$ -	\$ 2,332.66	\$ 2,332.66	\$ 2,594.77

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

50' Single Family Units	182
60' Single Family Units	148
<u>75' Single Family Units</u>	<u>93</u>
Total Units	423



"As part of the fishery improvement/reset for the large recreational lake, the fishery expert identified that we have too many medium sized large mouth bass and other predatory fish. In preparation for creating a more balanced eco system (food chain), he recommended harvesting out all large mouth bass under 15" and the other predatory fish and to, later this spring, stock shad (food source for the beginning of the food chain). This, along with the fish habitat and promotion of catch and release, should start to bolster the size, health and quantity of the large mouth bass over the next few years".

Action Items/Discussion:

- Harvest all Largemouth Bass less than 15 inches. Harvest all other predator species (if any are in the lake). Harvest all non-native fish (such as pleco catfish). Harvest all adult tilapia (if present). Tilapia less than 5 inches can stay in the lake.
- Track angler creel data. Have key fisherman track catch rates, harvest rates, size class (round down to the nearest inch), date, key observations/notable fish (if any), etc.
- Continue monitoring water quality. Use a lab that can detect total and free (ortho) phosphate within the lower detection range (i.e. less than 50 ppb). The current lab is not testing a low enough range. Monitor the following parameters: Free and total phosphorus, Nitrate, Nitrite, Ammonia, Total nitrogen, pH, chlorophyll A, DO and temperature. Quarterly testing would be ideal to start, but the actual parameters and frequency will depend on budget. Have a volunteer check the secchi reading every 1-4 weeks as well as color of the water (via visual observation (green, olive green, olive brown, brown, clear, stained/tannic).
- Stock Threadfin Shad. Shad should overwinter well. As a result they should not need to be stocked regularly in the future. Stock a minimum of 400 pounds of shad. Ideally more should be stocked based on the size of the lake. When stocking low numbers it is possible that these shad will need to be stocked more than once before their population establishes. Harvesting intermediate size bass prior to stocking will be critical to improving the odds of success. The cost per 400 pounds of shad delivered is \$20,720.
- Electrofish the lake one time per year and provide monthly data review and consulting. \$7,700 annually.
- Improve the fish cover by installing trees, or by installing artificial fish cover. If using artificial cover, MossBack makes the best product available. This task of adding fish cover is significant and will tie up a great deal of resources. To best stretch the available budget, volunteers should be utilized to assemble and deploy the cover. Talking with Dave White, he seems to have access to a boat and volunteers. The materials needed include trees (natural cover) and/or MossBack (artificial cover), cinder blocks (weights) and rope. The lake will require a great deal of cover. This cover should be in both shallow and deep water. Completing the project will take years. The exact amount of time will depend on the available budget and the available cover material.
- Beneficial vegetation should be encouraged around the lake in areas that it will grow. Species such as pondweed, lily pads as well as emergent species such as pickerelweed should be considered. The lake drops off quickly around the shoreline, which leaves minimal surface acres for most species of vegetation to grow. Additionally this shallow water area appeared to be rocky and less desirable for plant growth. Since the lake drops off quick and it is a rocky substrate from what I observed, it is possible that plants can be established while having minimal impacts on the water uses. If so, it would be ideal if the community could develop a tolerance for submersed aquatic vegetation. In order to get species such a water lily's to grow, they may require large pots with better quality topsoil.

Vista Lake Water Sample Analysis

Yellow = Under Range
 Green = Within Range
 Red = Over Range

Parameter	Units	Range	9/29/21	10/11/21	11/8/21	12/13/21	1/10/22	
Ramp Total Phosphorous	mg/L as P	0.050 - 0.1		0.022	0.004	0.031	0.034	
Out of Range			0.05	0.028	0.046	0.019	0.016	0.05
CW Total Phosphorous		0.050 - 0.1		0.018	0.0001	0.03	0.021	
Out of Range			0.05	0.032	0.0499	0.02	0.029	0.05
Ramp Ortho Phosphorous	mg/L as P	0.005 - 0.020		0.019	0.01	0.03	0.011	
Out of Range			0.005	OK	OK	0.01	OK	0.005
CW Ortho Phosphorous	mg/L as P	0.005 - 0.020		0.019	0.007	0.012	0.009	
Out of Range			0.005	OK	OK	OK	OK	0.005
Ramp Nitrites and Nitrates	mg/L as P	0.005 - 0.100		0.002	0.026	0.01	0.013	
Out of Range			0.005	0.003	OK	OK	OK	0.005
CW Nitrites and Nitrates	mg/L as P	0.005 - 0.100		0.002	0.03	0.017	0.006	
Out of Range			0.005	0.003	OK	OK	OK	0.005
Ramp Ammonia	mg/L as P	0.005 - 0.500		0.016	0.022	0.014	0.04	
Out of Range			0.005	OK	OK	OK	OK	0.005
CW Ammonia	mg/L as P	0.005 - 0.500		0.021	0.02	0.014	0.019	
Out of Range			0.005	OK	OK	OK	OK	0.005
Ramp Chlorophyll A	ug/L	5.0 - 40		5.86	4.71	3.75	7.45	
Out of Range			5	OK	0.29	1.25	OK	5
CW Chlorophyll A	ug/L	5.0 - 40		6.41	4.54	3.32	6.23	
Out of Range			5	OK	0.46	1.68	OK	5
Ramp TN (Persulfate Dig.)	mg/L as N	1.0 - 2.0		0.603	0.42	0.305	0.469	
Out of Range			1	0.397	0.58	0.695	0.531	1
CW TN (Persulfate Dig.)	mg/L as N	1.0 - 2.0		0.588	0.416	0.261	0.353	
Out of Range			1	0.412	0.584	0.739	0.647	1
Ramp Trophic State Index	TSI units	<70		42	24	47	45	
Out of Range								
CW Trophic State Index	TSI units	<70		44	7	45	40	
Out of Range								
Ramp Salinity	ppt 00/101			0.2	0.1	0.2	0.2	
CW Salinity	ppt 00/101			0.2	0.1	0.1	0.2	

Water, Air and Sky Conditions

Time of collection				7:30am			1pm	
Air Temp				Mild				
Water Temp								
Water Level/Depth								
Water Color								
Secchi Reading								
Sky Condition				Partly Cloudy				
Wind Speed				Calm				

After recording, please return to:

District Manager
Blue Lake CDD
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Parcel ID # 17-46-26-L3-11000.2300

LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS

THIS LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS ("Agreement") is entered into as of this 2nd day of February, 2021, by and among Lennar Homes, LLC ("Owner") residing at 14543 Blue Bay Cir, and the **BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT ("CDD")**, a local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410.

Instrument #2020000261359

RECITALS

WHEREAS, Owner is the owner of Lot ²³⁰~~277~~, as per the plat ("Plat") of VistaBlue Phase 3 Plat recorded in Plat Book , Page et seq., of the Official Records of Lee County, Florida ("Property"); and

WHEREAS, Owner desires to install a pool and related appurtenances ("Improvements") within a portion of the 15-foot Drainage easement ("Easement") located on said Property and as shown on the Plat ("License Area"); and

WHEREAS, due to the CDD's legal interests in the Easement, among other reasons, Owner requires the CDD's consent before constructing improvements within any portion of the Easement; and

WHEREAS, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **RECITALS.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **LICENSE FOR IMPROVEMENTS INSTALLATION AND MAINTENANCE; LIMITATION.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.
3. **OWNER RESPONSIBILITIES.** The Owner has the following responsibilities:

a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Lee County Building Department (“**Association**”), as well as any other necessary legal interests and approvals).

d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party’s property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD’s option.

e. Owner’s exercise of rights hereunder shall not interfere with CDD’s rights under the Easement, or with any other applicable rights. Owner agrees that CDD, in its sole and absolute discretion, shall determine whether any such interference exists. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any improvements, whether above or below ground, that may be located within the Easement, or any utilities within the public utility easement, if any. It shall be Owner’s responsibility to locate and identify any such improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.

f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good and working condition.

g. Additionally, the Owner shall keep the License Area free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easement described above and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner’s expense, and that the CDD is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal.

5. INDEMNIFICATION. Owner agrees to indemnify, defend, and hold harmless the CDD, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. COVENANTS RUN WITH THE LAND. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement.

7. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. ATTORNEY'S FEES AND COSTS. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first above written.

WITNESSES:

By: [Signature]

Thomas Dean
Print Name

By: [Signature]

Alex Hincburg
Print Name

[Signature]

By: [Signature]
Darin McMurray
Print Name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2ND day of FEBRUARY, 2022, by DARIN McMURRAY. He [] is personally known to me or [] produced as identification.

[Signature]
NOTARY PUBLIC



Karen A. Hughes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG288290
Expires 2/13/2023

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS]

WITNESSES:

BLUE LAKE
COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Thomas Dean
Print Name

By: [Signature]
Russell Smith, Board of Supervisors

By: [Signature]
Alex Hinebaugh
Print Name


STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2ND day of FEBRUARY, 2022 by RUSSELL SMITH as CHAIR of the Board of Supervisors of the Blue Lake Community Development District, on behalf of said district. She/He [] is personally known to me or [] produced _____ as identification.

[Signature]
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

 Karen A. Hughes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG288290
Expires 2/13/2023

From: Diane Russell <DRussell@theiconteam.com>
Sent: Wednesday, March 2, 2022 4:19 PM
To: Kathleen Dailey <kdailey@sdsinc.org>
Subject: Blue Lake District

Good afternoon Kathleen,

Today, Chuck Adams of WildBlue CDD gave a presentation to the WildBlue owners that was very informative. At the request of several VistaBlue residents, is it possible for you to the same for the Blue Lake District? We could have an informal setting some weekday morning at the WildBlue pool.

Please let me know if you are available anytime in the near future.

Sincerely,

Diane Russell
Community Association Manager



ICON Management

11691 Gateway Boulevard, Suite 203

Fort Myers, FL 33913

239.561.1444 (office)

DRussell@theiconteam.com

[Company Brochure »](#)

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