



**BLUE LAKE
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
APRIL 11, 2023
1:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.bluelakecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
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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
April 11, 2023
1:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. February 14, 2023 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Update on Wilson Retaining Wall Report
 - 2. Consider Ratification of Proposal for a Flow-Way Exotic/Nuisance Analysis.....Page 5
- I. Administrative Matters
 - 1. Manager’s Report
 - 2. Engineer’s Report
- J. Board Members Comments
- K. Adjourn

Miscellaneous Notices

Published in Naples Daily News on March 31, 2023

Location

Collier County, Florida

Notice Text

BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REGULAR BOARD MEETING NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Blue Lake Community Development District will hold a Regular Board Meeting in the Offices of Lennar located at 10481 Ben C. Pratt, Six Mile Cypress Parkway, Fort Myers, Florida 33966 at 1:00 p.m. on April 11, 2023. The purpose of the meeting is to address any business to properly come before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting 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 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 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 this meeting, 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 this meeting 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 meeting. Meetings may be cancelled from time to time without advertised notice. BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT www.bluelakecdd.org Pub Date: March 31, 2023 #5643731

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 14, 2023**

A. CALL TO ORDER

The February 14, 2023, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 1:07 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 September 30, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES

Ms. Meneely administered the oath of office to Walter Fluegel and Mr. Haber went over the Sunshine Law and Public Records Law and the responsibilities of Board Members.

D. ESTABLISH A QUORUM

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

Chairman	Christ Hasty who arrived at 1:18 p.m.	Present
Vice Chairman	Scott Edwards	Present
Supervisor	Tommy Dean	Present
Supervisor	Walter Fluegel	Present
Supervisor	Barry Ernst	Present

Also virtually present were the following Staff Members:

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

Also present were Patricia and John Reis via phone.

E. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

There were no comments from the public for items not on the agenda.

G. APPROVAL OF MINUTES

1. December 13, 2022, Regular Board Meeting

The minutes of the December 13, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Edwards, seconded by Mr. Fluegel and passed unanimously approving the minutes of the December 13, 2022, Regular Board Meeting, as presented.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Update on Wilson Retaining Wall Report

Mr. Barraco stated that Hans Wilson had been on-site and was preparing the report. He added that both his engineering office and the developer had provided the requested plans. Mr. Haber noted that the report should be ready by the next meeting and the Board will then need to discuss the steps they want to take to make the necessary repairs.

Mr. Barraco advised that they were also working with the adjacent community, Wild Blue CDD, and that orange fencing had been put up in the areas where there were significant drop offs. He asked the Board if they would like the same fencing put up in the District, where needed, and it was the consensus of the Board to proceed with such fencing where needed.

John Reis asked if the original designer of the seawall had been contacted to review the wall and Ms. Meneely stated that a neutral third party, Hans Wilson Engineering, had been hired to do the study, which is the one being discussed.

Chris Hasty arrived at 1:18 p.m.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

Ms. Meneely went over the upcoming meeting schedule of March 14, 2023, and April 11, 2023. She asked for a discussion on the best months for presenting the budget and final budget. There was a consensus of the Board to present the budgets at the April or May meeting and to avoid June due to schedule conflicts.

2. Engineer's Report

Mr. Barraco stated that an old church on Alico Road had sold to developers where they are planning to build a gas station with up to 16 pumps. It was the consensus of the Board for the engineer to look at the permit for ground water concerns.

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. Edwards, seconded by Mr. Dean and passed unanimously adjourning the meeting at 1:22 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between **Blue Lake Community Development District** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Vista Blue (“Project”) located in Sections 8, 17, and 20; Township 46 South; Range 26 East; Lee County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

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

SECTION 2 – SCOPE OF SERVICES

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

SECTION 3 – COMPENSATION

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

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

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

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the

charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

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

- Exhibit A. "Scope of Services"
- Exhibit B. "Compensation"
- Exhibit C. "Consultant's Hourly Rate Schedule"
- Exhibit D. "Reimbursables"

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:
Blue Lake Community Development District

CONSULTANT:
Passarella & Associates, Inc.

Signature
By: _____
Name Typed or Printed

Signature
By: Kenneth C. Passarella
Name Typed or Printed

Title: _____

Title: President

Address for giving notices:

Address for giving notices:

Blue Lake Community Development District
27499 Riverview Center Boulevard, #253
Bonita Springs, Florida 33134
Phone: (561) 630-4922
Fax: (561) 630-4923

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____
Signature
(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public
Name typed, printed or stamped

(Seal)

EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2023.

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

Initial:

CLIENT _____

CONSULTANT _____

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Flow-Way Exotic/Nuisance Plant Analysis
1.1	Prepare supplemental report to analyze the exotic/nuisance plant coverage using existing annual preserve monitoring data within the flow-way for Project engineer's submittal to Lee County staff.
1.2	Coordinate with Project engineer on flow-way certification regarding exotic/nuisance plant coverage.

The following assumption was used for the development of Consultant's work scope and costs:

- This work scope will be in accordance with the Project's Hydrological Enhancement and Flow-Way Monitoring Plan dated September 2020 and prepared by Barraco and Associates, Inc.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2023.

Initial:

CLIENT _____

CONSULTANT _____

COMPENSATION

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

Task	Description	Fee Type	Amount
1.0	Flow-Way Exotic/Nuisance Plant Analysis	LS	\$2,500.00
Total:			\$2,500.00

Fee Type Definition:

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