



**BLUE LAKE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

[www.bluelakecdd.org](http://www.bluelakecdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**BLUE LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
WildBlue Social Building  
18721 WildBlue Boulevard  
Fort Myers, Florida 33913  
**REGULAR BOARD MEETING**  
**July 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. May 9, 2023 Regular Board Meeting.....                                                                                     | Page 2  |
| 2. June 13, 2023 Regular Board Meeting.....                                                                                   | Page 6  |
| G. Old Business                                                                                                               |         |
| H. New Business                                                                                                               |         |
| 1. Presentation from Hans Wilson on the Retaining Wall Report.....                                                            | Page 9  |
| 2. Fence Considerations                                                                                                       |         |
| • Discussion on Hurricane Fence Damage.....                                                                                   | Page 10 |
| • Discussion on Fence Vegetation Treatment.....                                                                               | Page 11 |
| 3. Consider Approval of Fiscal Year 2023/2024 Developer Funding Agreement.....                                                | Page 23 |
| 4. Consider Resolution No. 2023-02 – Redesignating the Meeting Location to Adopt a Fiscal<br>Year 2023/2024 Final Budget..... | Page 24 |
| I. Administrative Matters                                                                                                     |         |
| 1. Manager’s Report                                                                                                           |         |
| 2. Engineer’s Report                                                                                                          |         |
| • Discussion Regarding Easement/Setbacks                                                                                      |         |
| • Discussion Regarding Drainage Issues                                                                                        |         |
| J. Board Members Comments                                                                                                     |         |
| K. Adjourn                                                                                                                    |         |

## Miscellaneous Notices

Published in Naples Daily News on July 3, 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 WildBlue Social Building located at 18721 WildBlue Boulevard, Fort Myers, Florida 33913 at 1:00 p.m. on July 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](http://www.bluelakecdd.org) Pub: Jul. 3, 2023 #5752595

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 9, 2023**

**A. CALL TO ORDER**

The May 9, 2023, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 1:03 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 May 1, 2023, as legally required.

**C. ESTABLISH A QUORUM**

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

|               |                |         |
|---------------|----------------|---------|
| Chairman      | Christ Hasty   | Absent  |
| Vice Chairman | Scott Edwards  | Present |
| Supervisor    | Tommy Dean     | Present |
| Supervisor    | Walter Fluegel | Present |
| Supervisor    | Barry Ernst    | Present |

Also 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 the following District residents: John Reis, Dr. Steven Hamburger, Ted Towgood and an additional 19 residents via the phone.

Also present via phone was Jeff Walker of Special District Services, Inc.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Mr. Reis asked about the historical documents and Mr. Haber replied that the evidence on the turnover is largely in the plat language and accepted via signature. Mr. Barraco added that this was done well before the storm. Mr. Haber stated that in addition, he believes all or portions of the water management district permit had been assigned to the CDD, but the status needs to be confirmed.

**F. APPROVAL OF MINUTES**

## **1. April 11, 2023, Regular Board Meeting**

The minutes of the April 11, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Edwards, seconded by Mr. Dean and passed unanimously approving the minutes of the April 11, 2023, Regular Board Meeting, as presented.

### **G. OLD BUSINESS**

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

### **H. NEW BUSINESS**

#### **1. Discussion Regarding Wilson Retaining Wall Report**

Mr. Haber advised that the Chairman was not in attendance due to a funeral, but he had spoken with him a few times regarding the report and indicated that Mr. Hasty was hoping the document would be more exhaustive in certain aspects. He added that the Wilson firm believes that the report fulfilled the scope and does not believe that they will be providing any further work on the report. Mr. Haber noted that the Chairman sought supplemental information, but he was not sure if more would be provided.

Mr. Fluegel asked about a presentation from Hans Wilson. Mr. Barraco indicated he would contact Hans to see if he was willing to come to a meeting for a presentation or if he was willing to add to the report. There was general discussion regarding surge over the wall and other resident obstructions.

Mr. Reis advised they had video of the surge and asked if the wall was built to code. Mr. Barraco noted there was no minimum code, as there was no code requiring the wall. Discussion ensued about the designs considered and what was required by the County regarding littoral plantings and slopes. Upon further discussion, there was a consensus of the Board to have Hans Wilson in for a presentation or request a subsequent report. Mr. Edwards stated that Wilson may not be obligated to do either. Mr. Barraco stated he would contact Mr. Wilson to determine if he would be willing to expand his agreement scope to attend a CDD meeting.

#### **2. Discussion Regarding Hurricane Fence Damage**

Ms. Meneely thanked Dr. Hamburger and the other residents who walked the property and put together the report of specific fence damage locations. Mr. Dean indicated that he had been in contact with the fence contractor and was getting a proposal. Ms. Meneely stated that the cost was not in the current budget, but she added funds in the upcoming budget, which may require a developer agreement to fund sooner.

### **3. Consider Resolution No. 2023-01 – Adopting a Fiscal Year 2023/2024 Proposed Budget**

Resolution No. 2023-01 was presented, entitled:

#### **RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE  
COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED  
BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING**

**THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Walker went over the budget. Ms. Meneely noted that funds had been included to reimburse for the fence repairs, however, the cost of the project has not yet been obtained, so the funds are a guesstimate. It was the consensus of the Board to add an additional \$20,000 to the Miscellaneous Maintenance line item to make sure the cost of the fence repairs was covered. There was a discussion on the deadline for proposed and final budgets. Mr. Walker went over the new assessment amounts and reminded the Board that letters would need to be sent out since assessments were increasing.

Mr. Barraco left the meeting at 1:56 p.m.

Ms. Meneely stated that the residents present had asked her about a maintenance agreement with the HOA and Mr. Haber went over how these agreements work. Ms. Meneely stated that if such an agreement is put in place in the future, CDD assessments would be reduced since the expense would be covered by HOA assessments.

A **motion** was made by Mr. Fluegel, seconded by Mr. Edwards and passed unanimously adopting Resolution No. 2023-01, as amended, setting the Public Hearing for August 8, 2023.

**I. ADMINISTRATIVE MATTERS**

**1. Manager's Report**

Ms. Meneely went over the upcoming meeting schedule of June 13, July 11 and August 8, which is the budget public hearing date. She stated that she would be unavailable to attend the June 13<sup>th</sup> meeting, but her colleague, Michelle Krizen, could lead the meeting if it is held. There was a consensus of the Board to hold the June 13<sup>th</sup> meeting, if additional info is received from Hans Wilson or the fence contractor that would require Board action.

**2. Engineer's Report**

Dr. Hamburger asked about the diagram of drains that Mr. Barraco indicated he would put together. Ms. Meneely noted she would remind Mr. Barraco.

**J. BOARD MEMBER COMMENTS**

There were no Board Member comments.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Ernst, seconded by Mr. Fluegel and passed unanimously adjourning the Regular Board Meeting at 2:26 p.m.

**ATTESTED BY:**

---

Secretary/Assistant Secretary

---

Chairperson/Vice-Chair

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
JUNE 13, 2023**

**A. CALL TO ORDER**

The June 13, 2023, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 1:00 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 June 2, 2023, as legally required.

**C. ESTABLISH A QUORUM**

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

|               |                |         |
|---------------|----------------|---------|
| Chairman      | Christ Hasty   | Absent  |
| Vice Chairman | Scott Edwards  | Present |
| Supervisor    | Tommy Dean     | Present |
| Supervisor    | Walter Fluegel | Present |
| Supervisor    | Barry Ernst    | Present |

Also present were the following Staff Members:

|                   |                       |                                 |
|-------------------|-----------------------|---------------------------------|
| District Manager  | Michelle Krizen       | Special District Services, Inc. |
| District Counsel  | Wes Haber (via phone) | Kutak Rock LLP                  |
| District Engineer | Carl Barraco          | Barraco and Associates, Inc.    |

Also present were the following:

|                         |                           |
|-------------------------|---------------------------|
| Steven Hamburger        | James (Ted) Towgood       |
| Marc Nudbaum            | Sharon Rafter (via phone) |
| John Bukalt (via phone) | John Reis (via phone)     |

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Mr. Hamburger commented that the fence issue was possibly more of a vegetation issue. He shared a picture showing the vegetation growing over the fence, causing the fence to be weighed down.



Marc Nusbaum thanked Chris Hasty for coming to his house to see his backyard. The backyard/lakefront is full of retention wall pieces. Mr. Nusbaum would like to see this removed for safety issues, especially if it cannot be reused. Mr. Edwards stated that some of the pieces could potentially be reused.

John Reis (phone) shared that he sent an e-mail on June 7 to Kathleen Meneely requesting an update to the minutes. Mr. Haber explained that, by law, the minutes must reflect Board action however, there is a continuum of details reflected in the minutes, as desired by the individual Boards. The Board can table this until Ms. Meneely returns.

**F. APPROVAL OF MINUTES**  
**1. May 9, 2023, Regular Board Meeting**

This item was tabled until Ms. Meneely's return.

**G. OLD BUSINESS**

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

**H. NEW BUSINESS**  
**1. Discussion Regarding Retaining Wall**

- **Consider Addendum to Scope of Services with Hans Wilson & Associates**

The additional scope and fees were in the meeting packet on Page 6 and are consistent with resident requests. The focal point of the discussion is to focus on what was done and limited to answering questions on the report.

A **motion** was made by Mr. Ernst, seconded by Mr. Edwards and passed unanimously approving the Addendum to the Scope of Services with Hans Wilson & Associates.

**2. Discussion Regarding Hurricane Fence Damage**

Mr. Dean is still collecting proposals and revisions for the current proposals. Several companies have declined to quote the project.

A discussion ensued regarding the vegetation on the fence. The Board would like to know when the last time the vegetation was treated. There might need to be an increase to the maintenance schedule.

**3. Consider Fiscal Year 2023/2024 Developer Funding Agreement**

Due to the agreement not yet being finalized, this item was tabled until the next meeting.

**I. ADMINISTRATIVE MATTERS**  
**1. Manager's Report**

It was noted that the next meetings were scheduled for July 11, 2023, and August 8, 2023. There was a consensus of the Board to hold the meetings at the Amenity Center, if available or permissible, due to advertising deadlines. Mr. Hamburger will follow up with Ms. Krizen to confirm availability.

## 2. Engineer's Report

- **District Ownership, Maintenance Exhibits and Master Drainage Plan Presentation**

Mr. Barraco presented the item, indicating that all run off was directed into treatment areas and then redirected to the lake. The ownership and maintenance agreement were reviewed. Mr. Barraco explained that all ownership and easements were done by plat. Mr. Barraco will work with District Counsel to ensure all items that should be transferred are deeded as designed.

### J. BOARD MEMBER COMMENTS

There were no Board Member comments.

### K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Fluegel, seconded by Mr. Dean and passed unanimously adjourning the Regular Board Meeting at 1:48 p.m.

**ATTESTED BY:**

---

Secretary/Assistant Secretary

---

Chairperson/Vice-Chair

**PRESENTATION FROM HANS WILSON  
ON THE RETAINING WALL REPORT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**DISCUSSION ON HURRICANE  
FENCE DAMAGE**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**SERVICES CONTRACT**

CUSTOMER NAME: Blue Lake CDD

SUBMITTED TO: Tommy Dean #239-770-3920 [tommy.dean@lennar.com](mailto:tommy.dean@lennar.com)

CONTRACT DATE: June 28, 2023

SUBMITTED BY: Jeff Moding

SERVICES: Initial treatment and removal of Grasses,woody vegetation and debris.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The total fee for services is **\$5,925.00. Price is valid for 60 days from the contract date.** The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Blue Lake CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**10481 Ben C Pratt Six Mile Cypress Pkwy**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





## **SCHEDULE A - SERVICES**

### **FENCE TREATMENT SERVICES: (Attached Map)**

#### **Fence Vine spraying & removal:**

1. Solitude Lake Management will conduct an initial treatment for vines growing on the fence on the attached map.
2. All vines & grasses will be treated in place, and pulled off the fence.
3. All woody vegetation able to compromise the integrity of the fence will be trimmed back and debris will be disposed of off site.
4. Solitude will document any breaches or problems with the fence and will inform Lennar and the CDD.
5. NOTE: Cordgrass and Fakahatchee grasses growing from the conservation side into the fence will be left untreated.

#### **Permitting (when applicable):**

1. SOLitude staff will NOT be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**SERVICES CONTRACT**

CUSTOMER NAME: Blue Lake CDD

SUBMITTED TO: Tommy Dean #239-770-3920 [tommy.dean@lennar.com](mailto:tommy.dean@lennar.com)

CONTRACT EFFECTIVE DATE: July 1, 2023, through June 30, 2024

SUBMITTED BY: Jeff Moding

SERVICES: Quarterly Treatment & Removal of Grasses, woody vegetation and debris.

**(July, October, January, & April)**

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$7,900.00**. SOLitude shall invoice Customer **\$1,975.00 per quarter** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each treatment month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each quarterly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Blue Lake CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**10481 Ben C Pratt/Six Mile Cypress Pkwy Fort Myers,FL 33966**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



## **SCHEDULE A - SERVICES**

### **FENCE TREATMENT SERVICES: (Attached Map)**

#### **Fence Vine spraying & removal:**

1. Solitude Lake Management will conduct **Quarterly** treatment for vines growing on the fence on the attached map. Treatment dates will be **(July, October, January, & April)**
2. All vines & grasses will be treated in place, and pulled off the fence.
3. All woody vegetation able to compromise the integrity of the fence will be trimmed back and debris will be disposed of off site.
4. Solitude will document any breaches or problems with the fence and will inform Lennar and the CDD.
5. NOTE: Cordgrass and Fakahatchee grasses growing from the conservation side into the fence will be left untreated.

#### **Service Reporting:**

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

#### **Permitting (when applicable):**

1. SOLitude staff NOT will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



**CONSIDER APPROVAL OF FISCAL  
YEAR 2023/2024 DEVELOPER  
FUNDING AGREEMENT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE RESETTING OF THE LOCATION OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AMENDING RESOLUTION 2023-01 TO SET THE PUBLIC HEARING THEREON; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Blue Lake Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, on May 9, 2023, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2023-01 approving the proposed budget for Fiscal Year 2023/2024 and setting a public hearing for August 8, 2023, at 1:00 p.m. at the Conference Room of the Offices of Lennar, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966; and

**WHEREAS**, in order to provide a larger meeting space, the Board decided to move the location of the budget hearing to the WildBlue Social Building, 18721 WildBlue Blvd., Fort Myers, Florida 33913 at the same date and time as set forth in Resolution 2023-01, and the District Manager has caused the notice of the public hearing, with the new hearing location, to be provided consistent with the requirements of Florida law; and

**WHEREAS**, the Board now desires to ratify its actions in resetting the public hearing location and the District Manager’s action in providing the required notice.

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

**SECTION 1.** Resolution 2023-01 is hereby amended to reflect the changed location of the public hearing as declared in Resolution 2023-01 to the WildBlue Social Building, 18721 WildBlue Blvd., Fort Myers, Florida 33913. The District Manager’s actions in providing notice of the public hearing in the manner prescribed by Florida law are hereby ratified.

**SECTION 2.** Except as otherwise provided herein, all of the provisions of Resolution 2023-01 continue in full force and effect.

**SECTION 3.** 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.

**SECTION 4.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of July, 2022.

ATTEST:

**BLUE LAKE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors