



**BLUE LAKE  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
NOVEMBER 12, 2024  
3:00 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  
**Call-In Phone: 877-402-9753 Passcode: 1811087**  
**REGULAR BOARD MEETING**  
**November 12, 2024**  
**3:00 P.M.**

A. Call to Order	
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D. Administer Oath of Office & Review Board Member Responsibilities and Duties	
E. Establish Quorum	
F. Additions or Deletions to Agenda	
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M. Board Members Comments	
N. Adjourn	



Florida  
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

**AFFIDAVIT OF PUBLICATION**

\_ Special District Services, Inc.  
Blue Lake Comm. Development  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

09/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.  
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/24/2024

Legal Clerk

*Nancy Heyrman*  
\_\_\_\_\_  
Notary, State of WI, County of Brown

5-15-27

My commission expires

Publication Cost: \$339.12  
Tax Amount: \$0.00  
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Order No: 10583640 # of Copies:  
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BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE  
NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Blue Lake Community Development District will hold Regular Board Meetings at the WildBlue Social Building, 18721 WildBlue Boulevard, Fort Myers, Florida 33913 at 3:00 p.m. on the following dates:

- October 8, 2024
- November 12, 2024
- December 10, 2024
- January 14, 2025
- February 11, 2025
- March 11, 2025
- April 8, 2025
- May 13, 2025
- June 10, 2025
- July 8, 2025
- August 12, 2025
- September 9, 2025

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 ensure 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  
No.10583640

Sept. 24, 2024

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
SEPTEMBER 10, 2024**

**A. CALL TO ORDER**

The September 10, 2024, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 3:02 p.m. in the WildBlue Social Building located at 18721 WildBlue Boulevard, 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 29, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

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

Chairman	Chris Hasty	Present
Vice Chairman	Scott Edwards	Present
Supervisor	Matthew Shorey	Present
Supervisor	David Bello	Present
Supervisor	Mark Rapponotti	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 (via phone)	Barraco and Associates, Inc.
District Engineer	Frank Savage	Barraco and Associates, Inc.

Also present were:

Jim Kane, Jim Spalding, James Towgood, Steve Hamburger, Marc & Sydell Nusbaum, David Geddeis, Bob Szymkowski, John Reis, Kevin Koger, Ben & Diane Mashioff, Donald Bobrow, Eileen & Dominic Sacca, Bob McCormick, Wayne Petterson, Nelson Cheverier and other residents via phone.

**D. ADDITIONS OR DELETIONS TO AGENDA**

Ms. Meneely requested the addition of Consider Gurley Fant Representation Letter. There was a consensus of the Board to add this item under New Business.

Mr. Hasty requested the addition of a Discussion on Pending Lennar Proposal Letter. There was a consensus of the Board to also add this item under New Business.

**E. APPROVAL OF MINUTES**

## **1. August 13, 2024, Public Hearing & Regular Board Meeting**

A **motion** was made by Mr. Bello, seconded by Mr. Edwards and passed unanimously approving the minutes of the August 13, 2024, Public Hearing & Regular Board Meeting, as presented.

### **F. OLD BUSINESS**

#### **1. Update on Repair Design Status**

Mr. Savage gave a background stating that they were doing pricing and refining sections. He stated that he anticipated having a report by the next Board meeting. Mr. Savage distributed a preliminary draft for discussion purposes and noted that nothing presented was binding at this point. He explained that what was shown would need a limited review development order and reasonably timed permitting in the north area, noting that the entire area was not damaged.

Mr. Spaulding stated that he appreciated the developer wanting to talk about repairs but we don't have an estimate of costs yet. Mr. Hasty explained that the direction of the Board was to figure out what the alternative repair was going to be and that he does not have details of the developer's forthcoming proposal. Discussion ensued regarding categories of storms and that there were no codes for walls to that criteria.

Mr. Bello asked about the breakwater location and Mr. Savage noted that the original order being 8 feet clear and spanning out 15 feet. He added that he would have to confirm sufficient littoral shelves be consistent with the original development order. There was general discussion about original plans, the unique conditions of the area including that it is used as a recreational lake.

### **G. NEW BUSINESS**

#### **1. Discussion Regarding HOA Letter**

Ms. Meneely noted that a letter was received from the HOA detailing that a meeting was held with the HOA to discuss a non-disclosure agreement proposed by Lennar. Mr. Reis noted that the outcome of the meeting was that the residents prefer that Lennar deal directly with the CDD. Mr. Hasty stated that he believed Lennar was going to propose something, but he does not have details.

#### **2. Consider Appointment of Audit Committee and Approval of Evaluation Criteria**

Ms. Meneely explained that this process was undertaken every few years. There was discussion to appoint themselves as the audit committee and to approve the evaluation criteria.

A **motion** was made by Mr. Edwards, seconded by Mr. Shorey and passed unanimously appointing the entire District Board as the Audit Committee and approving the Evaluation Criteria, as presented.

#### **3. Consider Gurley Fant Representation Letter**

Mr. Haber went over the letter noting that the name of the firm had changed but recommending they continue to be retained for discussions with Lennar and any proposals. He noted that he believed the fees were the same.

After discussion, a **motion** was made by Mr. Edwards, seconded by Mr. Bello and passed unanimously approving the agreement provided that there is no rate change.

#### **4. Discussion Regarding Pending Lennar Proposal Letter**

Mr. Haber stated that he had received a call from Lennar's counsel that a proposal would soon be provided to facilitate repairs to the lake banks but he has little detail as to the funding amount. He suggested that the meeting be continued to a date certain so that the proposal could be quickly considered once received. There was consensus of the Board to do so.

#### **H. ADMINISTRATIVE MATTERS**

##### **1. Manager's Report**

- **Financials**

Ms. Meneely went over the financials. There were no questions.

Ms. Meneely reminded the Board that their next meeting was scheduled for October 8, 2024.

##### **2. Engineer's Report**

###### **a. Inspection Presentation/Observation Report & Recommendations**

Mr. Savage explained that inspections were performed in various areas where requests had been received for issues during the summer months. He stated that the findings were memorialized in a report included in the agenda and several require Board direction. He went over several rear yard drainage issues noting which were recovering as intended and which needed remediation. He noted that four structures had sediment accumulation and in the future, inspections should be proactively planned by the Board. He continued that two residences, 14643 and 14871 Blue Bay Circle were recommended for immediate action and stated that the work was quoted at \$7,760 and \$8,899 respectively.

Mr. Edwards stated that it seemed like an excessive cost to build back the berm and Mr. Barraco noted that it was anticipated that small equipment and handwork would be necessary. Mr. Edwards stated that he would take the lead on the repairs and get more quotes.

After further discussion, a motion was made by Mr. Hasty, seconded by Mr. Rapponotti and passed unanimously authorizing Mr. Edwards to proceed on the repairs and sign an agreement at a not-to exceed cost of \$13,000 for the two locations.

Mr. Hasty requested that a silt fence be put up this week and further suggested that the engineer put together a routine schedule of inspections and come back to the Board with a scope. Mr. Kane asked if accumulation of water was normal and Mr. Savage stated that it was, as the inlets are connected to the swale and they recovered after a period of time after a large event. Mr. Hasty added that the normal recovery period is 24 hours and Mr. Kane reiterated that the drains should be inspected regularly.

Mr. McCormick stated that every house had small drains and many have been covered by the landscaper. Dr. Hamburger suggested the CDD ask Lennar to take a look at these areas and Mr. Edwards stated that if there were specific locations to let the Board know, as grass can take over. Mr. Patterson noted that the Hancock property had the wall completely gone and there was a dark hole behind it, as visible on Google Earth, believing it may be a sink hole. Mr. Edwards stated he could look at it if a contact is provided.

##### **3. Attorney's Report**

Mr. Haber had nothing further.

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

Mr. Cheverier asked if a response had been received regarding the removal of three dead trees in back of his home at 14493 Blue Bay. Ms. Meneely stated that she had reported them to SFWMD and would check to find out if they have scheduled the inspection.

**J. BOARD MEMBER COMMENTS**

There were no further comments from Board Members.

**K. ADJOURNMENT**

After discussion, a **motion** was made at 5:21 p.m. by Mr. Edwards, seconded by Mr. Bello and passed unanimously to continue the meeting to September 24, 2024, at 3:00 p.m. at the same location for the purpose of discussing the Lennar proposal, if received in a timely manner.

**ATTESTED BY:**

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

\_\_\_\_\_  
Chairperson/Vice-Chair

**RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Blue Lake Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 12<sup>th</sup> day of November, 2024.

**ATTEST:**

**BLUE LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Blue Lake  
Community Development District

**Amended Final Budget For  
Fiscal Year 2023/2024  
October 1, 2023 - September 30, 2024**

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**AMENDED FINAL BUDGET**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
<b>REVENUES</b>			
O & M Assessments	466,833	466,835	466,835
Debt Assessments	663,697	661,941	661,941
Developer Contribution - O&M	0	0	0
Other Revenues	0	8,722	8,722
Interest Income	240	11,751	11,751
<b>Total Revenues</b>	<b>\$ 1,130,770</b>	<b>\$ 1,149,249</b>	<b>\$ 1,149,249</b>
<b>EXPENDITURES</b>			
Supervisor Fees	0	400	400
Payroll Taxes (Employer)	0	31	31
Engineering/Inspections	29,500	29,500	26,341
Mitigation Monitoring	138,500	80,000	22,054
Lake Maintenance	60,000	40,000	34,938
Flow Way Inspection Certification	5,000	2,500	0
Vista Dry Retention Area	45,000	20,000	4,400
Detention Area Maintenance	36,000	38,000	34,078
Miscellaneous Maintenance	55,000	85,000	75,675
Management	29,688	29,688	29,688
Legal	14,000	14,000	8,790
Legal - Retaining Wall	0	37,000	35,240
Assessment Roll	4,000	4,000	4,000
Audit Fees	4,000	4,000	4,000
Arbitrage Rebate Fee	650	650	650
Insurance	6,700	12,219	12,219
Legal Advertisements	3,500	5,200	4,222
Miscellaneous	950	4,500	3,806
Postage	300	825	807
Office Supplies	1,050	1,250	1,187
Dues & Subscriptions	175	175	175
Trustee Fees	4,050	4,031	4,031
Continuing Disclosure Fee	1,000	500	500
<b>TOTAL EXPENDITURES</b>	<b>\$ 439,063</b>	<b>\$ 413,469</b>	<b>\$ 307,232</b>
<b>Excess/ (Shortfall)</b>	<b>\$ 691,707</b>	<b>\$ 735,780</b>	<b>\$ 842,017</b>
Bond Payments	(623,875)	(636,392)	(636,392)
<b>Balance</b>	<b>\$ 67,832</b>	<b>\$ 99,388</b>	<b>\$ 205,625</b>
County Appraiser & Tax Collector Fee	(22,611)	(1,201)	(1,201)
Discounts For Early Payments	(45,221)	(42,791)	(42,791)
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 55,396</b>	<b>\$ 161,633</b>

FUND BALANCE AS OF 9/30/23
FY 2023/2024 ACTIVITY
FUND BALANCE AS OF 9/30/24

(\$41,373)
\$55,396
\$14,023

**AMENDED FINAL BUDGET**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	<b>FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24</b>	<b>AMENDED FINAL BUDGET 10/1/23 - 9/30/24</b>	<b>YEAR TO DATE ACTUAL 10/1/23 - 9/29/24</b>
<b>REVENUES</b>			
Interest Income	100	<b>36,500</b>	36,475
NAV Tax Collection	623,875	<b>636,392</b>	636,392
Payment By Developer	0	<b>0</b>	0
<b>Total Revenues</b>	<b>\$ 623,975</b>	<b>\$ 672,892</b>	<b>\$ 672,867</b>
<b>EXPENDITURES</b>			
Principal Payments	210,000	<b>210,000</b>	210,000
Interest Payments	411,313	<b>414,988</b>	414,988
Bond Redemption	2,662	<b>0</b>	0
Transfer To Construction Fund	0	<b>20,082</b>	15,082
<b>Total Expenditures</b>	<b>\$ 623,975</b>	<b>\$ 645,070</b>	<b>\$ 640,070</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 27,822</b>	<b>\$ 32,797</b>

FUND BALANCE AS OF 9/30/23	\$561,510
FY 2023/2024 ACTIVITY	\$27,822
FUND BALANCE AS OF 9/30/24	\$589,332

Notes

Reserve Fund Balance = \$311,937\*. Revenue Fund Balance = \$277,395\*.

Revenue Fund Balance To Be Used To Make 12/15/2024 Interest Payment Of \$203,819.

\* Approximate Amounts

**Series 2019 Bond Information**

Original Par Amount =	\$10,400,000	Annual Principal Payments Due:
Interest Rate =	3.50% - 4.5%	June 15th
Issue Date =	May 2019	Annual Interest Payments Due:
Maturity Date =	June 2049	June 15th & December 15th
Par Amount As Of 9/30/24 =	\$9,415,000	

District Office · 2501 Burns Rd, Suite A · Palm Beach Gardens, FL 33410

**Project Manual  
for  
Blue Lake Recreational Lake Bank Hurricane Ian Restoration  
Phase 1 – Rip-rap Breakwater**

Prepared by:

**B****arraco**  
and Associates, Inc.

2271 McGregor Boulevard  
Suite 100  
Fort Myers, Florida 33901

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The Blue Lake Community Development District (herein, the “District” or “CDD”), located in Lee County, Florida, is the responsible entity for the perpetual operation and maintenance of a storm water management/ recreational lake within the boundary of the District. The recreational lake’s banks are stabilized in part by a retaining wall which experienced significant damage during the Hurricane Ian storm event on September 28, 2022. Additional damage to portions of the lake bank have occurred during subsequent storm events, including recent named storms Hurricane Helene (September 26, 2024) and Hurricane Milton (October 9, 2024).

At the most recent Board of Supervisors (herein, the “BOS”) meeting for the District, held on September 10, 2024, the BOS authorized Barraco and Associates, Inc. (herein, the “District Engineer”) to prepare this draft Project Manual to consider the first phase of restoration to these lake banks, as described as Phase 1 – Rip-Rap Breakwater. This draft Project Manual is for informational and discussion purposes only and is not sufficient for bidding or construction. Cummins Cederberg, a marine engineering firm, has previously been contracted by the District to provide an alternative needs analysis, and information provided within that report has been utilized within this Project Manual.

The rip-rap breakwater (the “Project”) is neither designed nor permitted at this time. The District Engineer shall not directly design the Project; if authorized, a marine engineering consultant, such as Cummins Cederberg or another qualified firm (herein, the “Design Engineer”), will provide all required design information (e.g. construction plans and technical specifications) for the Project. The District Engineer may assist in obtaining local approvals that may be required to authorize construction of the Phase 1 Project as currently being considered.

Note there are two separate entities, the Blue Lake CDD and the WildBlue CDD, that are responsible for similarly impacted lake banks within their respective boundaries of each District as described herein, but there is reasonable consideration of potential benefits (e.g. an economy of scale savings) if the projects are coordinated under a single agreement, therefore for the purpose of this Project Manual, the project limits encompass both lakes. Maps have been prepared intending to document those locations of the retaining wall structurally damaged by Hurricane Ian and to define the approximate Phase 1 limits and are provided as exhibits herein as **Exhibit 1A: Blue Lake CDD Retaining Wall Damage Exhibit** and **Exhibit 1B: WildBlue CDD Retaining Wall Damage Exhibit**. These maps do not depict any additional damage occurring since the Hurricane Ian storm event, including the recent Hurricanes Helene and Milton, however for the purpose of this draft Project Manual, there is no reason to believe the existing conditions vary considerably from the conditions indicated herein on these maps.

The goal of the Project is to provide more immediate protection against potential wave action for those areas most currently exposed and compromised due to the prior impacts, hence generally the northern banks of each lake. The proposed breakwater is considered as an initial phase of restoration for large portions of the lakes that ultimately may receive additional restoration work. The intent is for the

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breakwater to remain in place in perpetuity and serve as additive protection to any further restoration work that may be considered in the future over these areas (i.e. future phases of restoration).

This Project Manual generally considers the following:

- the general design considerations and assumptions for the rip-rap breakwater, including availability and source of sufficient quantities of stone of adequate size;
- the means and methods by which the breakwater would be accessed and installed, as the development is essentially built-out and the majority of the lake bank is now encumbered by homes;
- the estimated timing once mobilized and established rough overall cost;
- additional considerations, insights and assumptions.

### **General Design Considerations and Assumptions**

The information provided by Cummins Cederberg has been used as the basis to develop a draft typical cross-section for the rip-rap breakwater. From the typical section, it is estimated the breakwater will be designed to approximately three feet above control elevation. Assuming a typical 1'-wide top, and downslopes at a typical 1:1 sloping, the expected cross-sectional area of the rip-rap breakwater is calculated at approximately 12 square feet. The total length of the Phase 1 restoration work between the two sites is approximately 4 miles (roughly 20,000 feet). Applying the estimated cross-sectional area of the rip-rap breakwater to the anticipated length of Phase 1 restoration limits generates a volume of rip-rap of approximately 9,000 cubic yards of sufficiently sized rip-rap. Exhibits 1A and 1B depict, amongst other features, the typical cross-section and approximate Phase 1 limits as outlined above.

The final variations in acceptable rip-rap size shall be specified by the Design Engineer, however for the purpose of this Project Manual, it is assumed the composition shall be blended between two sizes of rip-rap, with approximately 2/3 of the overall composition comprising larger stones (1' – 3' in diameter) and approximately 1/3 of the overall composition comprising smaller stones (6" – 12" in diameter). The larger stones are generally intended to absorb the impacts of the wave action generated by a significant storm event while the smaller stones are intended to fill the voids between the larger stones, and thus provide greater stabilization to the breakwater itself.

Regarding the availability and source of sufficient quantities of stone of adequate size, two potential sources of stone have been identified in close proximity to the Project. The information on timing and cost presented herein assumes current sources are adequate and available for the Project; changes to source and availability could have significant impact to the actual timing and costs based on various factors, including but not limited to the demand of other restoration projects in the area requiring

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similar materials, the anticipated trucking distance from the source to the site, and the cost of fuel at the time of transport.

### **Means and Methods**

The means and methods considered herein assume strictly working from the shoreline and without requiring the use of a barge. As such, the use of a barge is not incorporated into the timing and cost as outlined below. Should there be circumstances in which a barge is required, this will impact the overall timing and cost.

Based on communication with local contractors, the work will be performed using standard heavy construction equipment, however there is limited direct access to the restoration areas, as the development is essentially built-out and most of the lake bank is now encumbered by homes. Therefore, multiple staging areas will be required for storage of materials and equipment, as well as access from those staging areas along CDD authorized properties to the full project limits. Exhibits 1A and 1B depict, amongst other features, the locations and dimensions, as necessary, for potential staging areas and access locations. It is noted that some work may be required outside the limits of CDD easements and/or ownership, and as applicable, this work may require homeowner consent.

The preparation and installation efforts required for completion of the Project may and likely will require coordinated efforts from various parties, including the Master and Amenity Associations, as well as private homeowners, as the work may require temporary road closures, restrictions and/or limitations to certain amenity areas, and access/restoration over private lots.

### **Timing and Cost**

Once mobilized, the overall project timing will be influenced by many factors, as described throughout this Project Manual and not restated herein. For the purpose of this Project Manual, it is assumed the average daily rate of breakwater installation will be an estimated 100 feet per day. Therefore, it is anticipated that once commenced, the construction timeframe would be approximately 40 – 50 weeks, or 9 – 12 months (assuming 5-day work weeks). It is not recommended that work be performed during wet season; therefore, it is anticipated this work may require multiple dry seasons to complete. Accordingly, it is recommended, if authorized, that the District Engineer work jointly with the Design Engineer, District Management and the contractor to develop and update, as frequently as warranted, prioritization efforts (e.g. project schedule) indicating the approximate locations and installation dates of the breakwater throughout the entire timeframe of the Project until completion.

Similar to timing, the overall cost of the Project will be influenced by many factors, as described throughout this Project Manual and not restated herein. For the purpose of this Project Manual, an order of magnitude unit price (per linear foot) of the installed rip-rap breakwater is estimated at \$200 per foot. Therefore, it is estimated the overall cost of the Project will be in the magnitude of \$4,000,000 (\$1,200,000 for the Blue Lake CDD portion and \$2,800,000 for the WildBlue CDD portion). This order

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of magnitude cost estimate includes pricing sources for materials based on local contractor sources, last updated in February 2024. This source information is generally updated annually; therefore, it is anticipated that current source pricing may be updated around February 2025.

The timing and cost information outlined above assumes reasonable contingencies (20% to 25%) to account for considerable unknowns referenced throughout this Project Manual. These contingencies are accounted for within the estimates provided above and, in our opinion, represent reasonable efforts to account for those various unknowns.

### **Additional Considerations**

The rip-rap breakwater considered within the scope of the Project is intended to provide shoreline protection against future storm events, however it is reasonable to expect that the rip-rap breakwater, if installed, will require observations following significant storm events to determine the extent to which, if any, the placed rip-rap may have shifted or dispersed due to storm conditions, which may undermine the intention of the breakwater if not addressed. Therefore, if authorized by the District, it is recommended that operation and maintenance procedures are established for the breakwater and adopted by the District.

Additionally, it is possible that some of the damaged retaining wall landward of the proposed rip-rap breakwater may be salvageable; however, it is reasonable that portions of the damaged wall may currently be providing some level of shoreline protection, and it may be in the District's interest for those portions to remain in place until a permanent solution for the long-term stabilization of these lake banks is determined. Therefore, during installation of the rip-rap breakwater it is recommended the District identify and safely remove and dispose of only those portions of the retaining wall that are currently serving no benefit to the stability of the lake banks, or appear to be a safety hazard, while allowing those remaining stable portions of the retaining wall to remain in place.

Examples of conditions associated with portions of the existing improvements that should remain in place may include: the improvements appear to be in place and stable; the improvements are providing some level of shoreline protection; the improvements do not appear to be a public safety hazard.

Examples of conditions associated with portions of the existing improvements that should be removed and disposed of may include: the improvements are not securely fastened or are fully detached; the improvements appear to be providing little to no shoreline protection; the improvements appear to be a public safety hazard.

It may be reasonable that this removal be considered by the contractor performing the installation of the rip-rap breakwater to minimize the footprint impacted by the joint efforts and potentially to decrease the overall cost of the clean-up operation. During the time of any clean-up operation, the District Engineer or his representative can be available to the contractor if or when a formal determination is required on whether a section of the existing improvements shall remain in place or

District Office · 2501 Burns Rd, Suite A · Palm Beach Gardens, FL 33410

be removed and disposed of. The costs associated with this clean-up operation would be in addition to the order of magnitude cost estimate provided previously herein.

Some additional considerations that may be communicated to the contractor performing installation of the rip-rap breakwater are as follows:

- The contractor shall access and perform all work within the dedicated lake maintenance easements and adjacent tracts; notwithstanding any easements, no work shall occur on privately owned property without proper consent of the property owner. Exhibits 1A and 1B depict, amongst other features, the locations and dimensions, as necessary, for those easements and tracts.
- Amongst other purposes, the lakes serve as recreational use for residents within the Districts, and accordingly, the contractor shall ensure all existing recreational structures within or adjacent to the lake area, such as docks, remain undisturbed in their existing condition.
- All exposed utilities should be protected in place, and the contractor should notify the District Engineer of any utilities that may be in conflict as needed.
- Temporary erosion and pollution control measures, as warranted, shall be the responsibility of the contractor, and shall be acceptably maintained by the Contractor during the time that construction work is being done.
- The contractor is responsible for re-sodding of all disturbed areas in kind species of sodding. These costs should be included in their bid and no additional pay should be made for sodding or restoration of other existing conditions.

## Retaining Wall Restoration Pricing Estimates

	Unit Price (per linear foot)	Blue Lake CDD		WildBlue CDD		Total	
		Length	Total Price	Length	Total Price	Length	Total Price
<b>Phase 1</b>							
Rip-rap breakwater	\$ 200.00	6,064	\$ 1,212,800.00	14,129	\$ 2,825,800.00	20,193	\$ 4,038,600.00
<b>Phase 2</b>							
Option 1 - Restore existing retaining wall	\$ 600.00	6,064	\$ 3,638,400.00	14,129	\$ 8,477,400.00	20,193	\$ 12,115,800.00
Option 2 - New retaining wall (based on Cummin Cederberg option 5)	\$ 1,000.00	6,064	\$ 6,064,000.00	14,129	\$ 14,129,000.00	20,193	\$ 20,193,000.00
Option 3 - Rock revetment (based on Cummin Cederberg option 6)	\$ 175.00	6,064	\$ 1,061,200.00	14,129	\$ 2,472,575.00	20,193	\$ 3,533,775.00
Option 4 - Living shoreline (based on Cummin Cederberg option 7)	\$ 90.00	6,064	\$ 545,760.00	14,129	\$ 1,271,610.00	20,193	\$ 1,817,370.00
<b>Phase 3</b>							
Option 1 - Replace existing cap with concrete cap	\$ 125.00	11,270	\$ 1,408,750.00	14,138	\$ 1,767,250.00	25,408	\$ 3,176,000.00
Option 2 - Add toe stone to base	\$ 100.00	11,270	\$ 1,127,000.00	14,138	\$ 1,413,800.00	25,408	\$ 2,540,800.00
Option 3 - Replace existing cap with concrete cap <b>and</b> toe stone to base	\$ 200.00	11,270	\$ 2,254,000.00	14,138	\$ 2,827,600.00	25,408	\$ 5,081,600.00
<b>Maximum Total Cost (Phases 1 - 3)</b>			\$ 9,530,800.00		\$ 19,782,400.00		\$ 29,313,200.00

11/4/2024







November 12, 2024

RE: Blue Lake Community Development District

The Blue Lake Community Development District is required to select an auditor to perform the audit for the district for the years ending September 30, 2024, September 30, 2025 and September 30, 2026; with an option for an additional two-year renewal.

In accordance with the Auditor Selection procedures as outlined by Florida Statute 218.391, the District has established the auditor selection criteria and has placed a legal advertisement requesting proposals from qualified audit firms.

The current auditor for the Blue Lake Community Development District is the firm of Grau & Associates.

Grau & Associates was the only firm to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2024, September 30, 2025 and September 30, 2026 audits. The proposed fee for the audit for fiscal year ending September 30, 2024 is \$3,800.00. The proposed fee for the audit for fiscal year ending September 30, 2025 is \$3,900.00. The proposed fee for the audit for fiscal year ending September 30, 2026 audit is \$4,000.00. The proposed fee for the audit for fiscal year ending September 30, 2027 (option year) is \$4,100.00. And the proposed fee for the audit for fiscal year ending September 30, 2028 (option year) is \$4,200.00. The approved fee for the fiscal year ending September 30, 2023 audit, which Grau & Associates has completed, was \$4,000.00. The proposed Audit Fee budget for Fiscal Year 2024/2025 is \$4,100.00.

Management would like to report that it is pleased with the professionalism and the competence of the Grau and Associates, partners and supporting staff.

**It is recommended at this time that Grau & Associates be hired to perform the September 30, 2024, September 30, 2025 and September 30, 2026 annual government audits and also be selected, subject to fee adjustments for inflation, to perform the fiscal year end audits for the following two years (FYE 9/30/27 and 9/30/28).**

Special District Services, Inc.



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **BLUE LAKE**

**Community Development District**

Proposal Due: October 15, 2024  
4:00PM

**Submitted to:**

Blue Lake  
Community Development District  
c/o SDS  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
1001 Yamato Road, Suite 301  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



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October 15, 2024

Blue Lake Community Development District  
/o SDS  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal years ended September 30, 2024-2026, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Blue Lake Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

#### **Why Grau & Associates:**

##### **Knowledgeable Audit Team**

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

##### **Servicing your Individual Needs**

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

##### **Developing Relationships**

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

##### **Maintaining an Impeccable Reputation**

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# Firm Qualifications



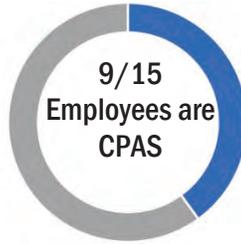
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Grau's Focus and Experience

## Our Team



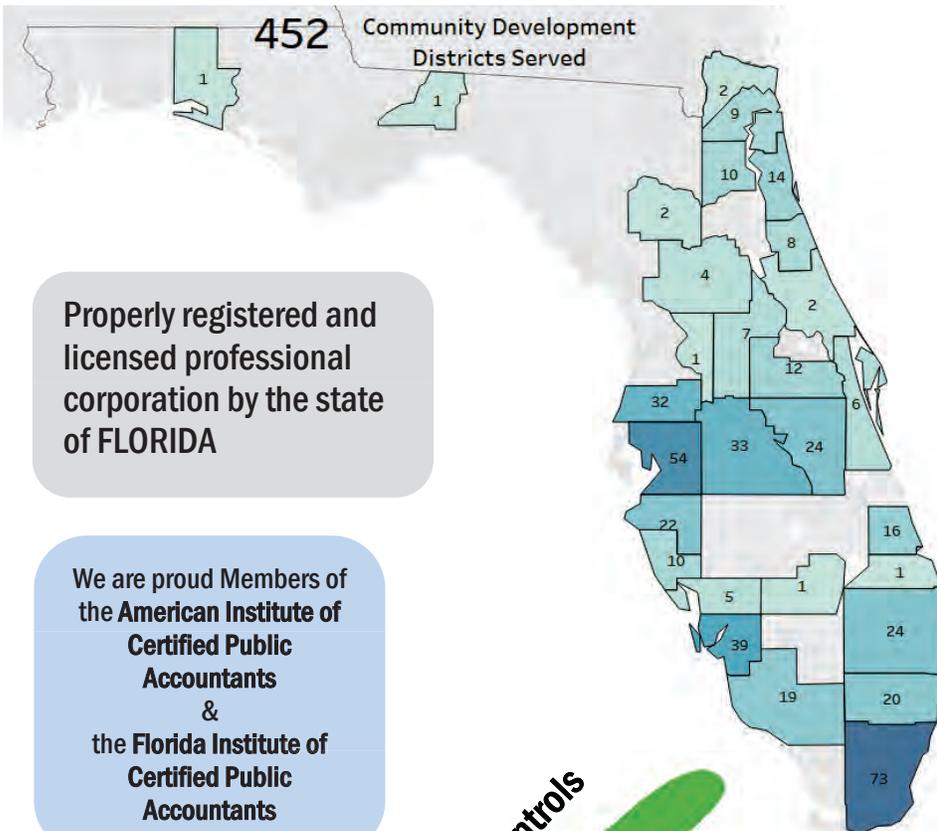
3 Partners  
11 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

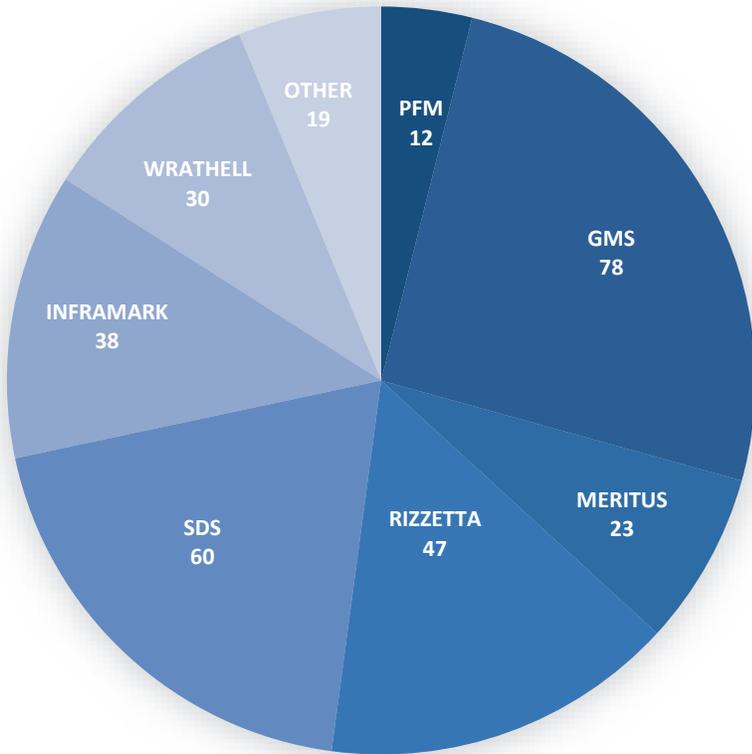
Firm Number: 900004390114

Review Number: 594791

# Firm & Staff Experience



## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### **Profile Briefs:**

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 32 hours; Accounting, Auditing and Other: 58 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+  
CPE (last 2 years): Government Accounting, Auditing: 48 hours; Accounting, Auditing and Other: 33 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

# YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



# Antonio 'Tony' J. Grau, CPA Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

## Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

## Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

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## Clients Served (partial list)

(>300) Various Special Districts, including:

- |  |  |
|--|--|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I, II, IV)  | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
|  |  |
| Boca Raton Airport Authority                         |  |
| Greater Naples Fire Rescue District                  |  |
| Key Largo Wastewater Treatment District              |  |
| Lake Worth Drainage District                         |  |
| South Indian River Water Control                     |  |

## Professional Associations/Memberships

- |  |   |
|--|---|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants  | Government Finance Officers Association Member  |
| City of Boca Raton Financial Advisory Board Member |   |

## Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	32
Accounting, Auditing and Other	<u>58</u>
Total Hours	<u>90</u> (includes of 4 hours of Ethics CPE)



**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

**Certifications and Certificates**

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education** (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	48
Accounting, Auditing and Other	33
Total Hours	<u>81</u> (includes 4 hours of Ethics CPE)

**Professional Associations**

Member, American Institute of Certified Public Accountants  
 Member, Florida Institute of Certified Public Accountants  
 Member, Florida Government Finance Officers Association  
 Member, Florida Association of Special Districts

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

## Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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## Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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## Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# Specific Audit Approach



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# AUDIT APPROACH

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

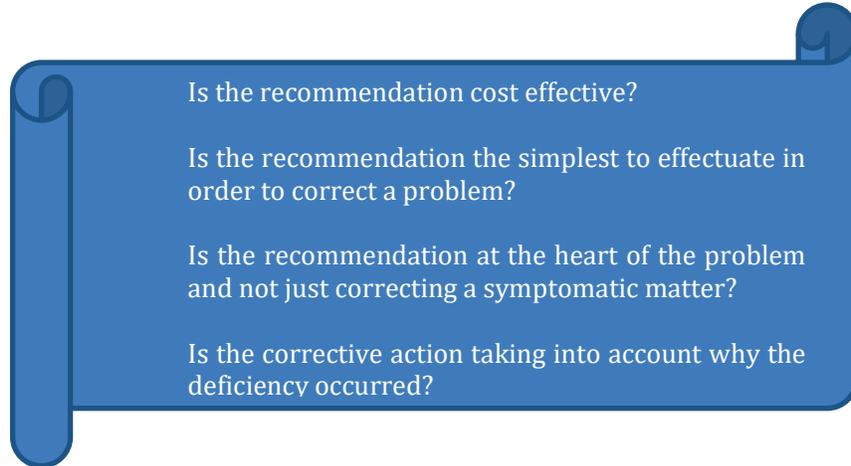
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

**Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$3,800
2025	\$3,900
2026	\$4,000
2027	\$4,100
2028	<u>\$4,200</u>
<b>TOTAL (2024-2028)</b>	<b><u>\$20,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## PARTIAL LIST OF CLIENTS

<b>SPECIAL DISTRICTS</b>	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
<b>TOTAL</b>	<b>491</b>	<b>5</b>	<b>4</b>	<b>484</b>	

# ADDITIONAL SERVICES

## CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

## ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73** Current  
Arbitrage  
Calculations

**We look forward to providing Blue Lake Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

Blue Lake  
Community Development District

**Financial Report For  
September 2024**

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
SEPTEMBER 2024**

	Annual Budget 10/1/23 - 9/30/24	Actual Sep-24	Year To Date Actual 10/1/23 - 9/30/24
<b>REVENUES</b>			
O & M Assessments	466,833	0	466,835
Debt Assessments	661,941	0	661,941
Other Revenues	240	0	8,722
Interest Income	0	619	11,751
<b>Total Revenues</b>	<b>\$ 1,129,014</b>	<b>\$ 619</b>	<b>\$ 1,149,249</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures</b>			
Supervisor Fees	0	400	400
Payroll Taxes (Employer)	0	31	31
Management	29,688	2,474	29,688
Legal	14,000	0	8,789
Legal Extraordinary - Retaining Wall	0	8,429	35,240
Assessment Roll	4,000	4,000	4,000
Audit Fees	4,000	0	4,000
Arbitrage Rebate Fee	650	0	650
Insurance	6,700	0	12,219
Legal Advertisements	3,500	619	4,222
Miscellaneous	950	575	3,806
Postage	300	18	808
Office Supplies	1,050	435	1,187
Dues & Subscriptions	175	0	175
Trustee Fee	4,050	0	4,031
Continuing Disclosure Fee	1,000	500	500
<b>Total Administrative Expenditures</b>	<b>70,063</b>	<b>17,481</b>	<b>109,746</b>
<b>Maintenance Expenditures</b>			
Engineering/Inspections	29,500	8,249	26,341
Mitigation Monitoring	138,500	480	22,054
Lake Maintenance	60,000	2,782	34,938
Flow Way Inspection Certification	5,000	0	0
Vista Dry Retention Area	45,000	0	4,400
Detention Area Maintenance	36,000	2,895	34,078
Miscellaneous Maintenance (Fence Repairs, Stabilization Analysis, etc.)	55,000	12,085	75,675
<b>Total Maintenance Expenditures</b>	<b>369,000</b>	<b>26,491</b>	<b>197,486</b>
<b>Total Expenditures</b>	<b>\$ 439,063</b>	<b>\$ 43,972</b>	<b>\$ 307,232</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 689,951</b>	<b>\$ (43,353)</b>	<b>\$ 842,017</b>
Bond Payments	(623,875)	0	(636,392)
<b>BALANCE</b>	<b>\$ 66,076</b>	<b>\$ (43,353)</b>	<b>\$ 205,625</b>
County Appraiser & Tax Collector Fee	(22,025)	0	(1,201)
Discounts For Early Payments	(44,051)	0	(42,791)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (43,353)</b>	<b>\$ 161,633</b>
Carryover From Prior Year	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (43,353)</b>	<b>\$ 161,633</b>

**Note: Operating Fund Balance As Of 9/30/23: (\$41,373.08) - Deficit**

Bank Balance As Of 9/30/24	\$ 177,274.73
Accounts Payable As Of 9/30/24	\$ 57,015.08
Accounts Receivable As Of 9/30/24	\$ -
Available Funds As Of 9/30/24	\$ 120,259.65

**BLUE LAKE CDD  
TAX COLLECTIONS  
2023/2024**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fee)	Debt Assessment Income (Before Discounts & Fee)	O & M Assessment Income (After Discounts & Fee)	Debt Assessment Income (After Discounts & Fee)	Debt Assessments Paid to Trustee
									\$1,128,776.00	\$466,835.00	\$ 661,941.00	\$466,835.00	\$ 661,941.00	
									\$1,062,698.00	\$438,823.00	\$ 623,875.00	\$438,823.00	\$ 623,875.00	\$ 623,875.00
1		Paid to Lee County Prop Appraiser	11/07/23	Fees			\$ (423.00)		\$ (423.00)			\$ (423.00)		\$ -
2	1	Lee County Tax Collector	11/15/23	NAV Taxes	\$ 2,457.16		\$ (778.32)	\$ (129.00)	\$ 1,549.84	\$ 1,016.26	\$ 1,440.90	\$ 640.99	\$ 908.85	\$ 908.85
3	2	Lee County Tax Collector	11/29/23	NAV Taxes	\$ 197,033.36			\$ (7,881.42)	\$ 189,151.94	\$ 81,492.96	\$ 115,540.40	\$ 78,233.19	\$ 110,918.75	\$ 110,918.75
4	3	Lee County Tax Collector	12/13/23	NAV Taxes	\$ 771,016.07			\$ (30,840.84)	\$ 740,175.23	\$ 318,892.22	\$ 452,123.85	\$ 306,136.43	\$ 434,038.80	\$ 434,038.80
5	4	Lee County Tax Collector	12/28/23	NAV Taxes	\$ 66,700.86			\$ (2,452.37)	\$ 64,248.49	\$ 27,587.46	\$ 39,113.40	\$ 26,573.14	\$ 37,675.35	\$ 37,675.35
6	5	Lee County Tax Collector	01/12/24	NAV Taxes	\$ 27,168.87			\$ (815.08)	\$ 26,353.79	\$ 11,237.02	\$ 15,931.85	\$ 10,899.89	\$ 15,453.90	\$ 15,453.90
7	6	Lee County Tax Collector	02/15/24	NAV Taxes	\$ 26,597.30			\$ (614.25)	\$ 25,983.05	\$ 11,000.60	\$ 15,596.70	\$ 10,746.55	\$ 15,236.50	\$ 15,236.50
8	7	Lee County Tax Collector	03/13/24	NAV Taxes	\$ 5,798.26			\$ (57.99)	\$ 5,740.27	\$ 2,398.16	\$ 3,400.10	\$ 2,374.17	\$ 3,366.10	\$ 3,366.10
9	8	Lee County Tax Collector	04/15/24	NAV Taxes	\$ 24,038.72				\$ 24,038.72	\$ 9,942.37	\$ 14,096.35	\$ 9,942.37	\$ 14,096.35	\$ 14,096.35
10	9	Lee County Tax Collector	05/14/24	NAV Taxes	\$ 7,965.89				\$ 7,965.89	\$ 3,268.44	\$ 4,697.45	\$ 3,268.44	\$ 4,697.45	\$ 4,697.45
11									\$ -					\$ -
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
					\$ 1,128,776.49	\$ -	\$ (1,201.32)	\$ (42,790.95)	\$ 1,084,784.22	\$ 466,835.49	\$ 661,941.00	\$ 448,392.17	\$ 636,392.05	\$ 636,392.05

**Assessment Roll**

O&M	466,835.49
Debt	661,941.00
	<u>1,128,776.49</u>

**Collections**

100.00%

Note: \$1,128,776, \$466,833 and \$661,941 are 2023/2024 Budgeted assessments before discounts and fees.  
\$1,062,698, \$438,823 and \$623,875 are 2023/2024 Budgeted assessments after discounts and fees.

\$ 1,128,776.49	
\$ -	\$ 1,084,784.22
\$ (466,835.49)	\$ (448,392.17)
\$ (661,941.00)	\$ (636,392.05)
\$ -	\$ -

**CONTRACT FOR ENGINEERING SERVICES**  
**For**  
**Blue Lake CDD**  
**Bulkhead Retaining Wall Evaluation**

**This Agreement** is entered into this 1st day of November, 2024, by and between Gurley Fant, PA (“CLIENT”) whose address is 1800 2nd Street, Suite 714, Sarasota, FL 34236 and Taylor Engineering, Inc., a Florida corporation (“TAYLOR”), whose address 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256. By execution of this Agreement, TAYLOR agrees to provide the professional services described herein, and CLIENT agrees to pay for such services, all in accordance with the following terms and conditions.

**1. Scope of Work**

The scope of work for this contract is for TAYLOR to provide the professional services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. Only to the extent that the scope of work references any drawings, specifications, or other documents, those documents are incorporated herein and shall be a part of this Agreement. For many projects, such as those in the early stages of project development, planning or investigation, all required services to complete the project are often not fully definable prior to execution of this Agreement. After the initial or additional detailed investigation, additional facts may be uncovered which require a change in the scope of work of this Agreement. In the event that additional information is uncovered that requires a change in the scope of work of this Agreement, TAYLOR will inform CLIENT of such changes and TAYLOR shall be entitled additional compensation for any such changes.

**2. Contract Price**

For providing the professional services described on Exhibit “A,” CLIENT shall pay TAYLOR the contract price set forth in Exhibit “B.” If the services covered by this contract are subject to local or state taxes or fees, such taxes or fees will be charged in addition to the contract price. If CLIENT does not deliver a signed copy of this contract to TAYLOR within thirty (30) days of CLIENT’S receipt of this contract, then TAYLOR shall have the right to declare this contract null and void and TAYLOR shall have no obligation to enter into this contract for the specified price. In such event, TAYLOR may require, as a condition to entering into this contract, that there be an increase in the contract price.

**3. Payment Terms**

Upon execution of this Agreement, CLIENT shall pay TAYLOR a retainer fee of \$25,000 which shall be credited against final payment. TAYLOR shall render invoices on a monthly basis, for work rendered during the previous month and the invoices shall be payable in full within thirty (30) days from the date of the invoice. Such invoice shall be deemed correct, due, payable, and not subject to dispute unless CLIENT raises an objection in writing within thirty (30) days of receipt of the invoice. Past due balances shall be subject to interest at the rate of 1.5 percent per month or the maximum permissible under state law, whichever is less. TAYLOR acknowledges and agrees that it will be paid by CLIENT from funds received by CLIENT from the Blue Lake Community Development District (the “CDD”). CLIENT’S actual receipt of funds from the CDD with which to pay TAYLOR’S invoices shall be a condition precedent to any obligation of CLIENT to pay TAYLOR and CLIENT shall have no obligation to pay TAYLOR unless and until CLIENT first receives funds from the CDD with which to pay TAYLOR.

In addition to any other rights that TAYLOR may have in law or in equity, TAYLOR may, after giving five (5) days written notice, suspend services under this or any other agreement that TAYLOR has with CLIENT until any breach of this Agreement has been cured. Either party may terminate this agreement at its convenience upon fifteen (15) days' written notice to the other party. CLIENT shall pay to TAYLOR all costs and expenses arising out of the breach of this Agreement including, but not limited to, reasonable attorneys' fees, court costs and in-house costs incurred to enforce its rights under this Agreement at its normal and customary rate.

#### **4. Licenses, Permits and Registrations**

TAYLOR shall secure and maintain all licenses, professional registrations, permits and other authorizations necessary for TAYLOR to perform the services identified herein. In the event TAYLOR is requested to provide design documents for construction, it is expressly understood that CLIENT is responsible for any and all other permits, licenses, authorizations, and bonds, including related fees and administrative fees and for any taxes required by any federal, state, or local government.

#### **5. Additional Services**

General consulting and other services beyond the scope of services identified herein including, but not limited to, preparation for and attendance at meetings will be billed at TAYLOR's normal and customary rates for the services provided. If upon submission of this Agreement to CLIENT, CLIENT fails to return a signed copy to TAYLOR and allows TAYLOR to proceed with the work, such work shall be deemed performed pursuant to this Agreement and the terms and conditions contained herein shall be binding the same as if this Agreement had been fully executed by both parties.

#### **6. Changes in Price**

Costs may increase and schedule commitments shall be postponed in the event of delays caused by CLIENT's failure to provide free access to survey areas, facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor, materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. The fees, rates, and other costs in this Agreement are subject to escalation after a period of one (1) year from the date first entered above, and annually thereafter. In addition, if for any reason other than a force majeure event or solely due to TAYLOR's failure to proceed, should TAYLOR's services be delayed for more than four (4) months TAYLOR, in its sole discretion, may terminate this Agreement.

#### **7. Time and Material Charges**

Whenever the price for engineering services rendered pursuant to this Agreement is determined on a time and materials basis, the minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging for work done at any of TAYLOR's offices is one half (1/2) hour. The rental or use of specialized apparatus, instrumentation, or technical equipment and the calibration thereof, shall be a reimbursable expense and shall be paid for by CLIENT in addition to the contract price.

#### **8. Reimbursable Expenses**

Whenever the price for engineering services rendered pursuant to this Agreement is determined on a time and materials basis, CLIENT shall reimburse TAYLOR for expenses incurred in connection with the performance of the work. Expenses properly chargeable to the work and reimbursable by CLIENT shall include: travel and living expenses of personnel when away from their home office conducting business

connected with the project; overnight delivery or courier services, shipping, mileage, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies purchased specifically for the project. These and other direct costs shall be marked up at fifteen percent (15%) to reflect profit and additional costs sustained by TAYLOR for administration. Subconsultant and subcontractor costs properly chargeable to the work and reimbursable by CLIENT shall include, but not be limited to, consulting services, laboratory services, and drilling services. Such costs shall be marked up at fifteen percent (15%) to reflect profit and additional costs sustained by TAYLOR in administration of the subcontracts.

#### **9. CLIENT's Documents and Data**

CLIENT shall promptly provide to TAYLOR, all documents and data in CLIENT's possession needed by TAYLOR in connection with the performance of the work. All documents and data furnished by CLIENT or obtained from others, with or without CLIENT intervention, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments, shall remain the property of CLIENT. TAYLOR shall have the right to reasonably rely on the accuracy and validity of such documentation and data. "Documentation" shall mean deliverable documentation in accordance with the scope of work for services described herein. Unless specifically stated otherwise in the scope of work, all documentation shall be prepared in accordance with normal and customary criteria.

#### **10. TAYLOR's Document and Data**

All documents and data not furnished by CLIENT, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments of service prepared by TAYLOR are the property of TAYLOR and shall remain the property of TAYLOR even after the project is completed. Provided that TAYLOR is paid in full for its work described herein, then TAYLOR grants CLIENT a limited license to use such documents for the applicable project. TAYLOR reserves and shall retain all common law, statutory and other rights to such documents and data, including the copyright thereto. Such materials are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written consent, verification and adaptation by TAYLOR is prohibited. CLIENT shall indemnify and hold harmless TAYLOR from all claims, demands, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use of TAYLOR's documents or data outside the scope and purpose of this contract.

#### **11. Governing Law and Venue**

This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Florida. The exclusive venue for any arbitration or legal proceedings relating to or arising out of this Agreement shall be Jacksonville, Florida. In connection with any litigation that may arise based upon this Agreement, or related to the work described herein, both parties waive their right to a trial by jury.

#### **12. Dispute Resolution Procedures**

In the event of any dispute between the parties relating to or concerning this Agreement, the parties shall use the following procedure to resolve the dispute:

- A. In the event of a disagreement between the parties, within ten (10) business days of either party providing written notice of the disagreement to the other party, each party shall deliver to the other party a detailed letter explaining that party's position and the basis for that party's position, together with all supporting documents. Within ten (10) business days after the exchange of such letters,

each party shall reply in writing to the other party's letter and provide a complete explanation as to why and the extent to which they disagree with the other party's position, together with all supporting documents.

- B. After the exchange of letters and supporting documents, if the parties cannot resolve the dispute, the parties shall meet together, in person, at TAYLOR's office in Jacksonville, Florida, to discuss the dispute and determine whether it can be settled at that meeting. If it cannot be settled, the parties shall select a mediator from the list of certified civil mediators in Jacksonville, Florida. If they cannot agree on a mediator, the mediator shall be selected on a random basis under the supervision of both parties.
- C. After selection of the mediator, a mediation conference shall be scheduled as soon thereafter as possible and both parties shall fully and completely present their positions at mediation and mediate in good faith in an effort to resolve the dispute. All of the normal rules associated with court ordered mediation shall apply to the mediation.
- D. If the parties do not resolve the dispute in mediation, the dispute shall be settled by binding arbitration which shall be conducted in accordance with the rules of the American Arbitration Association and judgment on the award rendered may be entered in state court in Jacksonville, Florida. The arbitration hearings shall be held in Jacksonville, Florida. No party shall have the right to make a claim in arbitration unless that party has made a good faith effort to resolve the claim in accordance with the provisions of this Section.

### **13. Warranty**

TAYLOR warrants that it will perform all work and provide all services in accordance with generally accepted professional practices. TAYLOR does not make any other warranty or guarantee, express or implied, and all implied warranties are expressly excluded. Any terms and conditions set forth by CLIENT in its purchase order, requisition, or notice of authorization to proceed, which are not expressly included herein, shall not be considered a part of the contract between the parties. The services provided by TAYLOR are personal in nature and are only intended to benefit CLIENT and CLIENT's wholly owned subsidiaries.

### **14. Indemnification**

TAYLOR shall indemnify CLIENT against loss, damage, and liability resulting from the illness, injury, or death of persons, provided that such loss, damage, or liability is caused by the negligence of TAYLOR or of its officers or employees, in connection with the performance of this contract. In the event of any loss, damage, or liability of any kind, whether to person or property, arising out of the concurrent negligence of TAYLOR and CLIENT, or CLIENT's officers, agents, employees, or otherwise, TAYLOR shall indemnify CLIENT for that proportionate loss, damage, or liability directly attributable to TAYLOR's own active negligence and CLIENT shall indemnify TAYLOR for that proportionate loss, damage or liability directly attributable to CLIENT's own active negligence, excluding consequential damages. However, in the event of loss, damage or liability, whether to person or to property, arising out of the sole negligence of either TAYLOR or CLIENT, the negligent party shall have full responsibility for any liability arising therefrom and shall indemnify and hold harmless the other party from such claim, excluding consequential damages.

### **15. Environmental Indemnification**

CLIENT warrants that, to the best of CLIENT's knowledge, the property on which the engineering services are to be performed is free from any hazardous substances or hazardous materials as defined under any federal, state or local law. It is agreed that the scope of work does not contemplate any hazardous substances or hazardous materials being located on the property. If any hazardous substances, hazardous materials or

other conditions are discovered on the property and such conditions require environmental assessment and/or remediation, TAYLOR shall be entitled to reasonable compensation for additional costs incurred as a result of any delays or additional services that must be rendered as a result thereof.

**16. Limitation on Damages**

TAYLOR shall not be liable for any incidental, consequential, indirect, or special damages, including, but not limited to, damages for loss of use, loss of profits, loss of interest on borrowed funds, or other losses or damages associated with business interruption, regardless of the cause thereof. Damages recoverable against TAYLOR for breach of this agreement shall be limited to the amount payable under the professional liability insurance policy required by this agreement.

**17. No Individual Liability**

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF TAYLOR ENGINEERING, INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**18. Notice of Claims**

In the event that any act or omission occurs which CLIENT believes constitutes a breach of this contract by TAYLOR, CLIENT shall give TAYLOR written notice of such alleged breach of contract within twenty-one (21) days from the date CLIENT knew or should have known of the occurrence of any such act or omission. TAYLOR shall have a reasonable period of time after receipt of such written notice to cure any such alleged breach of contract. If CLIENT does not provide timely written notice of the claim of breach of contract, then CLIENT shall have waived the right to make a claim against TAYLOR based on any act or omission that is claimed to be a breach of contract and for which written notice was not timely given as required by this paragraph. Time is of the essence with respect the provisions of this paragraph.

**19. Severability**

If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective only to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement. In the event that any portion of this Agreement is deemed to be invalid or unenforceable in part, CLIENT agrees that those portions shall be interpreted to eliminate such part(s) and to retain as much of the original intent of the original language as may be enforceable.

**20. Insurance Requirements**

With respect to operations performed incident to this Agreement, TAYLOR shall maintain the insurance described below:

- A. General liability insurance with a minimum combined single limit of \$1,000,000 for each occurrence and a general aggregate of \$2,000,000 for bodily injury and property damage, including personal injury.

- B. Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage.
- C. Workers' compensation insurance as required by law.
- D. Professional liability insurance with \$2,000,000 in coverage.

**21. Assignment**

TAYLOR may assign this Agreement with CLIENT's written consent, which shall not be unreasonably withheld. CLIENT may not assign this contract without TAYLOR's written consent.

**22. Exhibits**

The following exhibits are expressly made a part of this Agreement:

- A. Exhibit "A" — Scope of Work
- B. Exhibit "B" — Contract Price

**23. Entire Agreement**

This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on TAYLOR unless in writing and signed by both parties. Any modification to these terms and conditions without approval of the parties shall be null and void. Any provision in either party's invoices, statements, orders, acknowledgments, or other forms which are inconsistent with or in addition to the provisions of this Agreement shall be of no force or effect unless specifically consented to in writing by the party to be charged.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Gurley Fant, PA

By: 

Name: Alex Gurley  
Type/Print

Title: Vice President

Date: 11/1/24

Witnesses:

(1) 

(2) 

Taylor Engineering, Inc.

By: \_\_\_\_\_

Name: Jonathan Armbruster  
Type/Print

Title: Senior Vice President

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

Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**Scope of Work  
For  
Blue Lake CDD  
Bulkhead Retaining Wall Evaluation**

**Introduction**

Gurley Fand, PA (CLIENT) represents the Blue Lake Community Development District (CDD). As shown on Figure 1, Blue Lake CDD manages approximately 3.42 miles of lake shoreline fronted by bulkhead retaining walls. The bulkhead retaining walls along the lake have suffered damage, and CLIENT has retained Taylor Engineering (TAYLOR) to evaluate the facts related to and likely causes of these damages. Through this Scope of Work, TAYLOR will conduct a site visit to understand existing conditions and extent of damage, and then review available design documents to evaluate the bulkhead retaining wall's original design.



**Figure 1.** Blue Lake CDD – Extent of Bulkhead Retaining Wall, Outlined in Red

**Assumptions:**

This Scope of Work incorporates the following assumptions. If any of these assumptions prove incorrect, TAYLOR will work with CLIENT to develop appropriate modifications to this Scope of Work and fees to meet revised project goals.

1. CLIENT will provide all available design data and documents (reports, surveys, geotechnical investigations, design basis, analyses, calculations, construction drawings and specifications, etc.) and post-construction inspection reports for the bulkhead retaining walls. These documents will provide the basis for this Scope of Work.
2. CLIENT will provide access to the site and CDD approvals to approach the bulkhead retaining wall by small craft boat, unmanned aerial vehicle, and on foot.
3. This Scope of Work excludes survey or geotechnical investigation.

4. This Scope of Work does not include engineering design or determination of construction costs to address rehabilitation requirements. TAYLOR can provide a proposal for necessary engineering design, permitting, or construction cost estimating under a separate phase of work.

## **Scope of Work**

### **Task 1. Site Visit and Conditions Assessment**

TAYLOR will conduct site visit to assess the character and extent of damage along the Blue Lake CDD bulkhead retaining walls (Extent shown in red on Figure 1). TAYLOR will make its assessment on foot and/or assisted by small craft boat and unmanned aerial vehicle (UAV). Work will commence with a UAV flight to collect low-level aerial photograph and video documentation of the length of the shoreline exhibiting bulkhead retaining walls. Then, based on these observations, TAYLOR staff will complete ground level or waterside assessments along the wall to further characterize and document existing conditions and typical damage profiles.

TAYLOR will conduct an above-water and above-grade field assessments led by a professional engineer to visually observe representative damages. Work will generally comply with American Society of Civil Engineers (ASCE) Manual 130 – Waterfront Facilities Inspection and Assessment guidelines to complete a Level 1 assessment including visual and tactile inspection. However, the assessment will focus on identifying major to severe defects of main structural members that indicate structural failure or may result in future loss of structural integrity or viability for structure’s purpose or use. Therefore, this assessment will not locate, characterize, or document minor to moderate defects that result from typical wear and tear or structural deterioration. This assessment does not include any testing, laboratory analysis, or excavation to observe and document underground foundation elements. This Scope of Work does not include inspection by divers to observe underwater components. If TAYLOR’s observations suggest that such additional inspections (test, excavation, dive inspections, etc.) would provide benefit, TAYLOR will make appropriate recommendations to CLIENT and provide these services under separate authorization.

The inspection will serve to inform TAYLOR’s evaluation of engineering design (Task 2) by providing a visual overview of site conditions for understanding the variability of existing conditions that would have informed the original basis of design (exposure height, coastal condition, surcharge loads, backfill profile, etc.). The inspection will also provide the engineering team the opportunity to evaluate the potential failure mechanisms influencing the resulting bulkhead retaining walls.

TAYLOR will organize and file the inspection results (video, photographs, observation notes) on its internal servers for future reference. This task excludes a written summary report of inspection results. If a report becomes necessary, TAYLOR can provide a proposal to prepare a report under separate authorization.

Notably, this task does not include development of conceptual repair design or cost estimates to rehabilitate noted bulkhead retaining wall defects. If requested, TAYLOR can provide a proposal to support any necessary design or cost estimates under separate authorization.

### **Task 2. Evaluation of Engineering Design**

TAYLOR will review available design data and documents (reports, surveys, geotechnical investigations, design basis documents, analyses, calculations, construction drawings and specifications, etc.) as provided by CLIENT.

In addition to familiarizing itself with the original design, the document review will serve to assess the originally documented basis of design (exposure height, geotechnical profile, coastal condition, surcharge

loads, backfill profile, etc.). TAYLOR will review provided engineering calculations, construction drawings, and specifications. Subsequently, TAYLOR will conduct an independent design evaluation to compare the originally documented basis of design, calculations, drawings and specifications against the standard of care, which applies typical engineering practice with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, taking into consideration the contemporary state of the art and geographic idiosyncrasies.

TAYLOR’s ability to evaluate the design will depend wholly on the availability of historical design documents. If key documents are unavailable or the record is incomplete, TAYLOR will note these missing documents in its report.

TAYLOR will author a summary report outlining its findings and conclusions regarding its completed evaluation of the engineering design for the Blue Lake CDD bulkhead retaining walls.

**Task 3. On-Call Expert Services**

Upon completion of Tasks 1-2 above, TAYLOR will remain available to provide experts services and consultation including but not limited to review of additional documents, assistance with preparation for negotiations, preparation of additional expert reports, and assistance with litigation.

If and when called upon, TAYLOR will provide these services on a time and material basis invoiced in accordance with the rate table provided in Exhibit B.

**Schedule**

TAYLOR intends to complete the project on the timeline outlined below.

No.	Task	Months from Start Date						
		1	2	3	4	5	6	7
Task Timelines								
1	Site Visit and Conditions Assessment							
2	Evaluation of Engineering Design							
3	On-Call Expert Services	For requested additional services, schedule to be agreed between CLIENT and TAYLOR.						

**Deliverables**

Task 1: None

Task 2: Summary report describing the evaluation of engineering design.

Task 3: For requested additional services, work product and deliverables will be agreed between CLIENT and TAYLOR.

**Contract Price  
For  
Blue Lake CDD  
Bulkhead Retaining Wall Evaluation**

TAYLOR shall perform Task 1 and Task 2 described in Exhibit A for a fixed fee price of \$72,742.75 as outlined in the table below.

Task	Task Name	Fee
1	Site Visit and Conditions Assessment	\$38,250.75
2	Evaluation of Engineering Design	\$34,492.00
<b>Total</b>		<b>\$72,742.75</b>

TAYLOR shall perform Task 3 described in Exhibit A on a time and material basis. TAYLOR shall invoice its services based on the following rate schedule. TAYLOR reserves the right to increase rates on each anniversary of the contract.

Labor Category	Hourly Rate
President	\$525
Principal	330
Senior Advisor/QC/Editor	345
Program Manager	285
Senior Professional	240
Project Professional	200
Staff Professional	145
Sr. CAD/GIS	225
Project CAD/GIS	145
Staff CAD/GIS	105
Admin/Document Prep	90
Intern	75