



**BLUE LAKE
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
JANUARY 14, 2025
3:00 P.M.**

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

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

AGENDA
BLUE LAKE
COMMUNITY DEVELOPMENT DISTRICT
WildBlue Social Building
18721 WildBlue Boulevard
Fort Myers, Florida 33913
REGULAR BOARD MEETING
January 14, 2025
3:00 P.M.

Call- In: (800) 743-4099 Passcode: 7423990 (for residents)

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Approval of Minutes
 - 1. December 10, 2024 Regular Board Meeting.....Page 2
- F. Old Business
 - 1. Barraco Update on Permitting for the Revetment
- G. New Business
 - 1. Consider Approval of Conveyance of Certain Parcels of Real Property to the District.....Page 7
 - 2. Consider Approval of Cummins Cederberg Addendum for Rip Rap Revetment Design.....Page 11
 - Report on Joint Blue Lake – Wild Blue Discussion with Cummins Cederberg.....Page 20
 - 3. Update from Taylor Engineering
 - 4. Discussion Regarding Dead Trees in Lake.....Page 21
- H. Administrative Matters
 - 1. Manager’s Report
 - Financials.....Page 22
 - Next Meeting
 - 2. Engineer’s Report
 - 3. Attorney’s Report
- I. Comments from the Public for Items Not on the Agenda
- J. Board Members Comments
 - 1. Discussion on a Board Liaison Backup for Scott Edward – Bello
- K. Adjourn

BOARD OF SUPERVISORS REVISED MEETING DATES
FOR BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025

The Board of Supervisors of the Blue Lake Community Development District will hold their regular meetings for Fiscal Year 2024-2025 at the Wild Blue Social Building, 18721 WildBlue Blvd., Fort Myers, Florida 33913 at 3:00 p.m. on the following dates (the 2nd and 4th Tuesdays of the month) while lake bank planning and construction takes place during the 2024/2025 Fiscal Year:

January 14 & 28, 2025

February 11 & 25, 2025

March 11 & 25, 2025

April 8 & 22, 2025

May 13 & 27, 2025

June 10 & 24, 2025

July 8 & 22, 2025

August 12 & 26, 2025

September 9 & 23, 2025

Note that the second meetings of the month will be cancelled, without further notice, if there are no actionable items or significant updates. Meetings may, in the Districts sole discretion, be broadcast through Zoom, or some other communications technology platform, but note participation may be limited to in-person attendance. Additionally, should there be a failure with the internet or other technical difficulties, the District may, in its sole discretion, continue with the in-person meeting. Instructions to participate through Zoom or other methods may be obtained from the District Manager using the below contact information.

A copy of the agenda may be obtained at the offices of the District Manager, c/o Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: 561-630-4922 (District Managers Office), during normal business hours, or by visiting the Districts website at www.bluelakecdd.org. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued in progress to a date, time certain, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

District Manager

BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT

www.bluelakecdd.org

1/2/25 10877852

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

A. CALL TO ORDER

The December 10, 2024, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 3:07 p.m. in the WildBlue Social Building located at 18721 WildBlue Boulevard, Fort Myers, Florida 33966 and was made available via Zoom technology at the following link:

<https://us02web.zoom.us/j/86021081132?pwd=1rQpkJW0pbXp9k4tTfBReDpbTw9Xya.1>

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 24, 2024, as part of the District’s Fiscal Year 2024/2025 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 Zoom)	Kutak Rock LLP
District Engineer	Carl Barraco (via Zoom)	Barraco and Associates, Inc.
District Engineer	Frank Savage	Barraco and Associates, Inc.

Also present were Michelle Krizen of Special District Services, Inc.; Linda Jones, the HOA President, Walter Page, Robert Reedlovik and other residents via Zoom.

D. ADDITIONS OR DELETIONS TO AGENDA

Ms. Meneely introduced Ms. Krizen as her colleague who would be operating Zoom technology and occasionally managing meetings in Ms. Meneely’s absence.

Ms. Meneely stated that the Zoom link printed in the book was not working and that a new link had been sent to staff and the HOA.

E. APPROVAL OF MINUTES

1. November 12, 2024, Regular Board Meeting

A **motion** was made by Mr. Edwards, seconded by Mr. Rapponotti and passed unanimously approving the minutes of the November 12, 2024, Regular Board Meeting, as presented.

G. NEW BUSINESS

1. Consider Resolution No. 2024-10 – Amending Regular Meeting Dates for Remainder of Fiscal Year 2024/2025

Resolution No. 2024-10 was presented, entitled:

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Hasty noted that the date in the resolution should be 2024 not 2023.

A **motion** was then made by Mr. Hasty, seconded by Mr. Rapponotti and passed unanimously adopting Resolution No. 2024-10, as presented.

G. OLD BUSINESS

1. Engineer's Update on Permitting for the Revetment

Mr. Savage advised that they had started coordinating with Southwest Florida Water Management District (SWFWMD) and the County for permitting and were moving toward the revetment solution. He added that Mr. Barraco had reached out to management of the organizations due to the timing of a quick turn-around. He stated that Mr. Bello had asked to sit in on the meetings and was advised he could but since Mr. Edwards was the Board liaison for those meetings, Mr. Bello would just listen. He added that the meeting times were being coordinated for later in the week. Mr. Bello asked if the project would start before hurricane season and Mr. Barraco indicated that that question was for the designer. Mr. Hasty mentioned moving forward with surveying and Mr. Savage stated that the money would be well spent and save time. Mr. Hasty added the survey information would be needed by any designer and Mr. Savage indicated the cost would be not-to-exceed \$7,500.

A **motion** was made by Mr. Rapponotti, seconded by Mr. Bello and passed unanimously directing the engineer to move forward with surveying the damaged areas for a not to exceed cost of \$7,500.

Mr. Bello asked about having a Board Member liaison with Buckholtz of Wild Blue to jointly negotiate with Cummins Cedarberg on the repair designs.

After discussion, a **motion** was made by Mr. Rapponotti, seconded by Mr. Hasty and passed unanimously appointing Mr. Bello to represent the District in those negotiations.

2. Cummins-Cederberg Update on Revetment Design

Mr. Savage reminded the Board that at the last meeting it had authorized the drafting of an addendum to the contract with Cummins-Cederberg for repair designs but there has been no response to date from the company. There was discussion about putting out an RFQ, but Ms. Meneely noted that Cummins-Cederberg was the only respondent to the previous RFQ, and for the efficiency of time and costs, an addendum was proposed. Mr. Savage stated that he had not put pressure on them for that reason. Mr. Edwards stated that they previously fulfilled their contract with the District, so this may be a new contract or addendum, and he has not received a response either. He added that if a response was not received in the near future, then the District may need to do a new RFQ. Mr. Hasty indicated that the additional process could take several months, and added that the holidays may cause a delay, and we may need to discuss a deadline in the future.

3. Taylor Engineering Status Update

Ms. Meneely advised that their inspections had begun yesterday, and she provided an authorization letter in case residents question their presence. Mr. Haber stated that he had been in touch with litigation counsel and discussions were underway with Lennar for a funding agreement. He added that it was not ready for Board review as of yet, but he will follow up with individual meetings with Board Members, as needed. Mr. Bello asked Mr. Haber to request an update from Taylor Engineering on what they were doing and the timing to which Mr. Haber responded he would do so.

4. Status of Responses to Residential Requests for Engineering Reviews

Mr. Edwards stated that all the agreed upon repairs had been completed and one location had no necessary repairs. Mr. Bello stated that 13440 Blue Bay Circle had flooding when it rains which comes within 5 feet of the pool. He showed Mr. Savage a video of the location and Mr. Savage stated that it looked like water staging in the rear yard swales until it dissipates. He added, pursuant to the video, that it looked like the system was working as intended. Mr. Barracco stated that there should be no standing water today due to the lack of rain and they may need to check their irrigation. Mr. Savage reiterated that there was detention built into the system and there were areas where water is intentionally held in places. Mr. Page stated that he has had water but the system works well as intended.

H. ADMINISTRATIVE MATTERS

1. Manager's Report

- **Financials**

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

- **Discussion Regarding Zoom Participation**

Ms. Meneely advised that today's meeting was being available through Zoom and apologized for the link glitch. She stated that a new conference call system would also be rolled out but, in both cases, added that the Board needed to make a policy decision on public comment if not physically present at the meeting. She noted there had been issues with residents not muting their phones and causing disruptions. She added that, similar to City and County government meetings, where residents can listen or watch a meeting, public participation is limited to those physically present at the meeting. Mr. Rapponotti opined that residents should be physically present if they wish to speak and Mr. Hasty added that they could reach out to Board Members or staff prior to a meeting if they have questions. There was

a consensus of the Board that there will be no participation by residents via Zoom or conference calls although questions can be submitted beforehand.

Ms. Meneely reiterated the new meeting schedule of the second and fourth Tuesdays of each month, noting that both would be advertised every month with the second meeting being cancelled if there are no important actionable items or updates. Ms. Krizen pointed out that with the tight meeting schedule, minutes may not be done in time to be approved at each meeting but would be put on future agendas once available.

2. Engineer's Report

The District Engineer had nothing further.

3. Attorney's Report

Mr. Haber noted that Mr. Bello had asked for the Engineer's Agreement with the District and although the Barraco Interim Engineer's Agreement was found, an executed permanent document cannot be located, noting that this was from 2018, all terms and conditions are still in effect and a fully signed permanent agreement would be executed between meetings to cover that time. He added that Mr. Bello had questions about the agreement going forward and asked to be involved in updating and amending that agreement.

A **motion** was made by Mr. Bello, seconded by Mr. Rapponotti and passed unanimously authorizing the attorney to work with Mr. Bello as the Board representative on this issue to update and amend the Engineer's Agreement.

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

Ms. Jones asked about the final lift on the roads and that the discussion at a previous meeting was that it might be postponed. Mr. Edwards advised that with the current repairs ongoing, sidewalks and the final lift of the asphalt were on hold. Mr. Rapponotti concurred stating that he cannot see doing the finals and then the road getting damaged from the repairs and equipment used during such repairs.

Ms. Jones then asked about the weeds on the preserve fence stating that she believed it contributed to the fence coming down. She suggested paying the HOA to maintain the fence. Mr. Edwards asked about the timing of treatments and Ms. Meneely indicated that she believed it was twice a year. Mr. Hasty suggested starting the process for a maintenance agreement with the HOA as the District is hampered by regulations and turnover is generally when such are put into place.

After discussion, a **motion** was made by Mr. Hasty, seconded by Mr. Rapponotti and passed unanimously directing the attorney to draft a maintenance agreement with the HOA and designating Mr. Rapponotti to collaborate with the attorney on the draft to be proposed to the HOA.

J. BOARD MEMBER COMMENTS

Mr. Hasty asked if there was an update on available financing for the lake bank repairs, noting that Wild Blue was able to obtain an interest-only loan for five years, similar to a line of credit. Ms. Meneely stated that FMS needed more information and a narrowed down amount. After discussion, Mr. Hasty

suggested trying to obtain a \$2 Million line of credit and Ms. Meneely indicated that she would have SDS staff work on the available options.

Mr. Hasty asked Mr. Savage for an HOA/CDD ownership map, noting it would be useful to the District and also necessary for the maintenance agreement being developed. Mr. Savage stated they may already have such a map, but if not, they will produce one.

Mr. Rapponotti wished everyone Happy Holidays and noted that in the spirit of the season, he appreciates the work of the Lennar Board Members – Messrs. Hasty, Edwards and Shorey – and further noting that he believes they are acting in good faith in representing the District and its residents. Mr. Bello agreed and also commended their work.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Bello, seconded by Mr. Rapponotti and passed unanimously adjourning the Regular Board Meeting at 4:35 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

PAVESE LAW FIRM

CHARLES MANN
*Board Certified Real Estate Attorney
Board Certified Condominium and
Planned Development Law Attorney*
Direct dial: (239) 336-6242
Email: CharlesMann@paveselaw.com

1833 Hendry Street, Fort Myers, Florida 33901 | P.O. Drawer 1507, Fort Myers, Florida 33902-1507 | (239) 334-2195 | Fax (239) 332-2243

December 18, 2024

Wesley S. Haber
Kutak Rock LLP
107 West College Ave
Tallahassee, FL 32301
wesley.haber@kutakrock.com

RE: **BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT/VISTABLUE**

Dear Wes,

Pursuant to the various bond documents, including but not limited to the Acquisition Agreement between CalAtlantic Group, LLC and the District, we have attached recorded deed for various tracts in VistaBlue that have been identified to be owned by the District. You will note that this is the same form of deed proposed by your office on WildBlue (except for updating of the notary acknowledgment) and is the same or substantially similar form of deed utilized in other CDD conveyances involving your office.

Although we believe there is no reason that the District should not accept this deed (and is likely legally obligated to do so), if the District refuses to accept these dedications of the lakes and other tracts, please let me know immediately as CalAtlantic will have to assess its options to dispose of these properties in another manner or to another party.

I look forward to your response at your earliest convenience.

Sincerely,


Charles Mann

CM/aa

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 3rd day of December 2024, by **CalAtlantic Group, LLC**, a Delaware limited liability company, whose post office address is 10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966, Grantor, and **Blue Lake Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Rd. Suite A, Palm Beach Gardens, FL 33410, Grantee.

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in Exhibit A attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.


Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

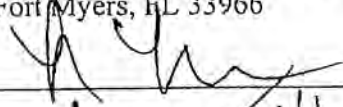
Signed, sealed, and delivered in the presence of:

CalAtlantic Group, LLC,
a Delaware limited liability company

Witnesses:

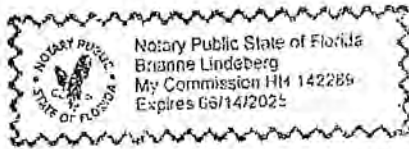

Name: Shanique Dunn
Address: 10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

By: _____
Printed Name: Darin McMurphy
Vice President


Name: Lynne Tillman
Address: 10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of physical presence, this 30th day of December, 2024, by Darin McMurphy as Vice President of CalAtlantic Group, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.





Notary Public, State of Florida
Print Name: Brienne Lindberg
Commission No.: 142289
My Commission Expires: 6/14/2025

EXHIBIT A

Property

TRACTS C-3, C-6, C-7, C-8, C-9, C-10, O-4 AND O-5 OF WILDBLUE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2017000216031, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TOGETHER WITH:

TRACT L OF VISTABLUE PHASE 3, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2020000261359, PUBLIC RECORDS OF LEE COUNTY FLORIDA.

December 20, 2024

126600

Blue Lake Community Development District

Attn: Ms. Kathleen Meneely
27499 Riverview Center Blvd., #253
Bonita Springs, Florida 34134
Sent via email: kmeneely@sdsinc.com

RE: Proposal for Marine Engineering and Environmental Consulting Services

For the proposed shoreline stabilization Project at Blue Lake

Dear Ms. Meneely:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this revised addendum proposal for our marine engineering and environmental consulting services for the proposed shoreline stabilization project at Vista Blue, located at 18701/18731 Wildblue Blvd., Fort Myers, Lee County, Florida (Project).

Project Introduction

It is our understanding that Blue Lake Community Development District Board of Supervisors would like to advance the engineering design of the options presented in the *Alternatives Analysis Report* by Cummins Cederberg dated June 2024. The design of the rock revetment will be advanced to full Construction Drawings based on the *Blue Lake CDD Retaining Wall Damage Exhibit* prepared by Brraco and Associates, Inc. Construction support services will also be included.

Scope of Services

The following section outlines the scope of services to be provided by Cummins Cederberg for Blue Lake Community Development District (Client) and are numbered sequentially from our previous contract dated October 10, 2023.

Task 3 – Engineering Design

Cummins Cederberg will design the shoreline stabilization at the Project site, which includes a rock revetment along approximately 6,000 LF of shoreline. It is anticipated that the structure will consist of riprap boulders. The riprap will be placed on the shallow shelf fronting the damaged sheet pile wall and existing soil bank. The revetment design will consider the preliminary coastal engineering analysis completed for the *Alternatives Analysis*. Wave heights, currents, storm surge elevations, scour depths and rock size contained therein will be refined using desktop methods and publicly available data to optimize the design. The Client acknowledges that the preliminary assumptions presented in the *Alternatives Analysis* may be modified based on the final engineering design. Cummins Cederberg will utilize the collected field data by others to support Project design. The final extent and location of the shoreline stabilization elements will be based on survey data requested by Cummins Cederberg and to be provided by the District Engineer. Cummins Cederberg will participate in up to two (2) virtual meetings with Lee County and the South Florida Water Management District (SFWMD) (4 total) to understand the permitting requirements associated with the intended shoreline stabilization solution.

Cummins Cederberg will prepare construction drawings in sufficient detail for submittal to the regulatory agencies, and ultimately to marine contractors for construction. The plans will be prepared in CAD format using industry standards for this type of construction. Cummins Cederberg will provide structural calculations for the design and subsequent building permit processing, as appropriate. The technical specifications will be incorporated into the construction drawings. The following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- General Notes – Specifications, materials, list of abbreviations
- Site Plan – Existing conditions, survey
- Proposed Plan – Shoreline stabilization
- Sections – Cross sections of revetment, structural details

Deliverables: Construction Drawings (PDF)

Fees for Task 3 are lump sum:..... **\$41,100.00**

Task 4 – Bidding Support

Cummins Cederberg will prepare the final bid package to supplement the District’s standard front-end documents. This will include preparation of a detailed bid schedule with units, quantities, and optional add alternate items, as applicable. The project summary, anticipated construction

schedule, comments on the District’s standard contract, and recommendations for minimum Contractor qualifications will be provided.

Cummins Cederberg will provide bidding assistance as part of the bid solicitation process for the proposed works. This will include supporting District’s procurement process by attending the pre-bid meeting and reviewing of contractor bids. A summary outlining potential variations in bids will be prepared to simplify comparison and a recommendation of the lowest, qualified bidder will be made. Responses to Contractor requests for information (RFI) during the bid solicitation period will be provided.

Deliverables: Bid Package Documents (PDF), Bid Recommendation Letter (PDF), Pre-bid Meeting Minutes (PDF)

Fees for Task 4 are lump sum:..... **\$12,200.00**

Task 5 – Construction Administration

Cummins Cederberg will provide construction administration services for the Project as requested by the District. The scope may include Notice of Award/Notice to Proceed, pre-construction meeting, shop drawing review, site observations with reports, review of truck tickets, responses to Requests for Information (RFIs), review of payment requests, final inspection, and project certification. Materials testing (if required) will be provided by the Contractor. Cummins Cederberg will also be available for periodic progress meetings with the Contractor and Client (via phone/Zoom or on-site during periodic site visits).

As the final construction design and schedule/letting for the site is unknown at this time, the fee for these services has been estimated based on Cummins Cederberg’s experience with similar waterfront projects, discussions with the District Engineer, and an assumed 5-month construction period. Additional support, if required by the District, will be addressed under an addendum scope of work. Additional scope including a higher level of Cummins Cederberg’s involvement (i.e., more frequent) can be provided once the proposed design is finalized as the scope, complexity, and level of effort may evolve as the design and permitting process progress. The following represents the minimum services required to certify the project as Engineer of Record.

- Submittal Review (up to 10 submittals)
- Periodic Site Visits – 1x/week (up to 20 total)
- Quarry visit for rock drop test at each potential source (2x total)
- Responses to Requests for Additional Information (up to 10 RFIs)
- Substantial Completion Inspection – 1x site visit
- Final Completion Inspection – 1x site visit

After completion of the Project and the Contractor has demobilized from the site, Cummins Cederberg will provide a written Project Completion Report to the District Engineer, which will include a summary of the work performed along with a compilation of the pertinent

correspondence and data. Cummins Cederberg will provide a written statement of completion and certification to satisfy permitting requirements noting any deviations from the permitted project. This certification will state whether the project was constructed in substantial compliance with the plans and specifications. Our certification will be qualified and based on the extent of Cummins Cederberg's involvement in construction observation.

Deliverables: Project Completion Report (PDF); Project Certification Letter (PDF)

Fees for Task 5 are lump sum:..... **\$68,800.00**

Conditions/Assumptions

- Client shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- Client shall provide safe access to the Project site as needed by Cummins Cederberg to complete the scope of services.
- Client shall provide any available background information, such as as-built drawings, historical photographs, permits surveys, geotechnical data, or other documentation.
- Client to provide topographic and bathymetric survey in CAD format. The survey shall be georeferenced to the Project datum for both vertical and horizontal reference.
- Client to provide geotechnical investigation report detailing the soil conditions, depth of rock, and soil characteristics to support design.
- Design concepts will be based on desktop research, current interpretation of regulatory code, and discussions with the environmental agencies. Permit issuance is not guaranteed.
- Scope does not include applying for or processing environmental permits.
- Legal, agency, or permit fees not included.
- This scope does not include in-person pre-application meetings with the agencies
- This scope of services does not include review/design of upland structures, utilities, local building department permits, or any encumbrances of the properties.
- It is assumed there will be no legal encumbrance issues, and no historical or archaeological resource issues.
- Additional virtual or in-person meetings not detailed herein will be billed under Task 2 or an addendum scope of work.
- Engineering design does not include littoral planting design.

Fees

Fees for services are noted above. Cummins Cederberg shall invoice the Client on a percent complete basis each month and/or completion of tasks. Hourly tasks will be invoiced per the attached rate schedule.

General

We appreciate the opportunity to prepare a proposal for our marine engineering and environmental consulting services and look forward to working together. This proposal is valid for

60 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this agreement, which includes the Cummins Cederberg's General Terms & Conditions attached herein, and return a signed copy to us, which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at 561-658-1296 or jcheifet@CumminsCederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.



Jordon Cheifet, PE, CFM
Director

Florida Professional Engineering No. 72876
Florida Certificate of Authorization No. 29062

Read and Accepted by **Client:**

By: _____

Name: _____

Title: _____

Date: _____

Enclosures:

- 2024 Rate Schedule
- General Terms & Conditions
- Certificate of Insurance

CUMMINS CEDERBERG, INC. 2024 RATE SCHEDULE¹

Title	Hourly Rate
Principal	\$350.00
Senior Director	\$275.00
Project Director	\$255.00
Senior Project Manager	\$230.00
Project Manager	\$205.00
Chief Scientist	\$240.00
Senior Scientist	\$205.00
Project Scientist	\$165.00
Associate Scientist II	\$150.00
Associate Scientist I	\$125.00
Chief Engineer	\$275.00
Senior Engineer	\$240.00
Project Engineer	\$200.00
Associate Engineer II	\$175.00
Associate Engineer I	\$150.00
Senior Designer	\$165.00
Designer	\$135.00
Senior GIS Analyst	\$170.00
GIS Analyst	\$130.00
Technician	\$90.00
Clerical	\$80.00

Reimbursable Expenses

Professional Supplies, Standard Expenses and Direct Reimbursable Expenses will be billed at cost plus 10 percent. Professional supplies and standard expenses include standard office supplies, plots and photocopies, mail and courier delivery services, domestic and international travel, and related travel expenses. Direct reimbursable expenses include field equipment rental, field supplies, research materials, permit fees, and other expenses not included in Professional Supplies and Standard Expenses.

¹ Rates are subject to change at one-year intervals from date of proposal execution.

General Terms & Conditions

1 – Definitions:

“Cummins Cederberg, Inc.” (hereinafter referred to as “CC”) shall include said company, and its individual professional or professionals, performing the “Work.”

“Work” means the specific engineering or other service to be performed by CC as set forth in CC’s proposal.

“Client” refers to the person or business entity ordering the Work to be done by CC.

“Agreement” refers to CC’s proposal, the client’s acceptance, and CC’s Terms and Conditions. The Client’s acceptance of the proposal includes acceptance of these general conditions. The proposal and acceptance are hereby incorporated by reference herein.

2 – Authorization of Work: If the Client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose ordering and directing said Work. Client agrees that CC’s professional duties are specifically limited to the Work set forth in CC’s proposal. CC’s Work is for the exclusive use of the Client. In no event shall CC have any duty or obligation to any third party.

3 – Payment: Invoices shall be submitted either upon completion of tasks or on a monthly basis. Invoices are to be paid in full within thirty (30) days of receipt of the invoice by the Client. Invoices not paid in full within thirty (30) days shall incur interest at a rate of 1.5 percent per month (or the maximum rate of interest permitted by law, if less). If an invoice is not paid within sixty (60) days, CC may, without waiving any claim or right against the Client and without any liability whatsoever to the Client, terminate the performance of Work. The written notice requirement of Section 9 below does not apply to a termination of work under this paragraph.

4 – Indemnification and Mutual Waiver: To the fullest extent permitted by Laws and Regulations, CC shall indemnify and hold harmless Client, and Client’s officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants’ and attorneys’ fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CC or CC’s officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions in Section 5 below. Further, this indemnification does not apply if the Client, and Client’s officers, directors, members, partners, agents, consultants, and employees cause or contribute to the loss.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CC and its officers, directors, members, partners, agents, employees, and Consultants from losses, damages, and judgments (including reasonable consultants’ and attorneys’ fees and expenses) arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under this Agreement, except those damages, liabilities or costs attributed to the negligent acts by CC specifically in the performance of the Agreement..

To the fullest extent permitted by Laws and Regulations, Client and CC waive against each other, and the other’s employees, officers, directors, members, agents, insurers, partners, and Consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

5 – Warranty and Limit of Liability: CC shall perform services for Client in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing at the same time and in the same or a similar locality as the project. CC makes no warranties, express or implied, under this Agreement or otherwise, in connection with the services provided.

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CC and CC’s officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of CC or CC’s officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by CC under this Agreement.

To the fullest extent permitted by Laws and Regulations, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Client, CC, and all other negligent entities and individuals.

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

6 – Use of Documents: All Documents prepared by CC are instruments of service, and CC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CC) whether or not the Project is completed. Instruments of service by CC are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of CC. Any reuse by the Client or others of documents and plans that result from CC's services under this Agreement shall be at Clients or others sole risk without liability to CC. Electronic information and files are for the informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold CC harmless for any damages that may result from the use of the information.

7 – Cost Estimates: CC opinions of probable construction cost are made based on experience, qualifications, and general knowledge of the construction industry. However, CC has no control over the cost of labor, materials, equipment, or services furnished by others, or methods of determining prices, or market conditions. Client hereby acknowledges that CC cannot warrant that estimates of probable construction or operating costs provided by CC will not vary from actual cost incurred by the Client.

8 – Construction Services: CC shall not be responsible for or have control over means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the Project; nor shall CC be responsible for the Contractor's failure to carry out the work in accordance with the contract documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

9 – Termination of Services: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice to the other party. The written notice requirement of this paragraph does not apply to CC's termination of work under section 3 above. In the event of termination, the Client shall pay CC for all services rendered and costs incurred through the effective date of termination. Neither party may assign, sublet or transfer any rights under or interest (including, but not without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

10 – Mediation/Dispute Resolution: Client and CC agree to negotiate all disputes or conflicts between them in good faith for a period of 30 days from the date of notice. If said dispute or conflict is not resolved within 30 days, Client and CC agree to then submit any and all unsettled disputes or other matters in question between them arising out of or relating to this Agreement to non-binding mediation. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement. The process shall be conducted on a confidential basis. If such mediation is unsuccessful in resolving a dispute, then the parties may seek to have the Dispute resolved in circuit court.

In the event of litigation, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, CC shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of CC.

11 – Legal Jurisdiction: This Agreement is to be governed by and interpreted according to the laws of the State of Florida. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a State court of competent jurisdiction located in Miami-Dade County, Florida.

12 – Notice: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended.

13 – Agreement: This Agreement constitutes the entire agreement between Client and CC and supersedes all prior written or oral understandings. This Agreement may only be amended or modified in writing and duly executed by both parties.

MEETING SUMMARY

Potential Cost Savings

- Not much saving potential on design since different solutions are being pursued. Blue Lake pursuing revetment and Wild Blue pursuing a breakwater.
- Savings should be able to be realized with joint purchase of rocks
- Likely savings in a joint bid and working with a single construction firm, however, if simultaneous build is desired, this may limit bidders and actually raise costs

Design Considerations

- Revetment would be the preferred option for ease of construction and effectiveness
- Building from water (barge) would be preferred option to limit private property damage and drainage system damage
- Revetment needs 1:1.5-1:2 sizing so 5 ft revetment would be 10 feet wide using Florida limestone
- Revetment would be 2 layers of rocks with first layer placed by hand
- Design commencement pending both contract execution and lake survey completion

Estimated Timing

- Receive contract and survey — end of January
- CAD review, design for permitting (1 month) — End of February
- Permitting (9 months) — End of November
- Revise design/ final design (1 month) - End of December
- Bidding — Q1 2026
- Select contractor, sign contract, start construction — Late Spring 2026

Other Comments

- Permitting timeline may be improved by three factors:
 - A. Lee County was issued state of emergency due to hurricane so
 - B. Current wall is considered a “armored shoreline”. Should not need to approval to armor even if wall is replaced by revetment since the previous armored shoreline failed



Blue Lake
Community Development District

**Financial Report For
December 2024**

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

	Annual Budget 10/1/24 - 9/30/25	Actual Dec-24	Year To Date Actual 10/1/24 - 12/31/24
REVENUES			
O & M Assessments	581,132	364,589	472,945
Debt Assessments	661,941	415,281	538,702
Other Revenues	480	0	0
Interest Income	0	0	0
Total Revenues	\$ 1,243,553	\$ 779,870	\$ 1,011,647
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	12,000	800	800
Payroll Taxes (Employer)	960	61	61
Management	30,576	2,548	7,644
Legal	40,000	0	0
Legal Extraordinary - Retaining Wall	0	0	16,015
Assessment Roll	4,000	0	0
Audit Fees	4,100	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	13,610	0	12,850
Legal Advertisements	6,000	0	741
Miscellaneous	2,000	363	1,055
Postage	700	48	123
Office Supplies	1,050	321	501
Dues & Subscriptions	175	0	175
Trustee Fee	4,050	0	0
Continuing Disclosure Fee	1,000	0	0
Deficit Funding (FY 2022/2023)	41,373	0	0
Payroll Processing Fee	0	52	52
Total Administrative Expenditures	162,244	4,193	40,017
Maintenance Expenditures			
Engineering/Inspections	40,000	11,065	11,065
Engineering Extraordinary - Retaining Wall	0	0	25,000
Mitigation Monitoring	138,500	0	7,695
Lake Maintenance	60,000	2,782	17,434
Flow Way Inspection Certification	5,000	0	0
Detention Area Maintenance	36,000	2,895	8,686
Miscellaneous Maintenance (Fence Repairs, Stabilization Analysis, etc.)	55,000	0	2,054
Maintenance Reserve	50,000	0	0
Preserve Area	0	0	54,859
Total Maintenance Expenditures	384,500	16,742	126,793
Total Expenditures	\$ 546,744	\$ 20,935	\$ 166,810
REVENUES LESS EXPENDITURES	\$ 696,809	\$ 758,935	\$ 844,837
Bond Payments	(623,875)	(398,670)	(516,486)
BALANCE	\$ 72,934	\$ 360,265	\$ 328,351
County Appraiser & Tax Collector Fee	(24,312)	0	(1,201)
Discounts For Early Payments	(48,622)	(31,194)	(40,521)
EXCESS/ (SHORTFALL)	\$ -	\$ 329,071	\$ 286,629
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 329,071	\$ 286,629

Bank Balance As Of 12/31/24	\$ 838,037.94
Accounts Payable As Of 12/31/24	\$ 431,724.13
Accounts Receivable As Of 12/31/24	\$ -
Available Funds As Of 12/31/24	\$ 406,313.81

**BLUE LAKE CDD
TAX COLLECTIONS
2024/2025**

#	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
									\$1,243,073.00	\$581,132.00	\$ 661,941.00	\$581,132.00	\$ 661,941.00	
									\$1,170,139.00	\$546,264.00	\$ 623,875.00	\$546,264.00	\$ 623,875.00	\$ 623,875.00
1		Paid to Lee County Prop Appraiser	11/12/24	Fees			\$ (423.00)		\$ (423.00)			\$ (198.00)	\$ (225.00)	
2	1	Lee County Tax Collector	11/14/24	NAV Taxes	\$ 4,474.37		\$ (778.32)	\$ (234.91)	\$ 3,461.14	\$ 2,091.77	\$ 2,382.60	\$ 1,618.04	\$ 1,843.10	\$ 1,618.10
3	2	Lee County Tax Collector	11/26/24	NAV Taxes	\$ 227,303.84			\$ (9,091.89)	\$ 218,211.95	\$ 106,264.54	\$ 121,039.30	\$ 102,014.05	\$ 116,197.90	\$ 116,197.90
4	3	Lee County Tax Collector	12/11/24	NAV Taxes	\$ 779,869.44			\$ (31,193.92)	\$ 748,675.52	\$ 364,588.94	\$ 415,280.50	\$ 350,005.77	\$ 398,669.75	\$ 398,669.75
5									\$ -					\$ -
6									\$ -					\$ -
7									\$ -					\$ -
8									\$ -					\$ -
9									\$ -					\$ -
10									\$ -					\$ -
11									\$ -					\$ -
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
					\$ 1,011,647.65	\$ -	\$ (1,201.32)	\$ (40,520.72)	\$ 969,925.61	\$ 472,945.25	\$ 538,702.40	\$ 453,439.86	\$ 516,485.75	\$ 516,485.75

Assessment Roll

O&M	581,134.32
Debt	661,941.00
	1,243,075.32

Collections

81.38%

Note: \$1,243,073, \$581,132 and \$661,941 are 2024/2025 Budgeted assessments before discounts and fees.
\$1,170,139, \$546,264 and \$623,875 are 2024/2025 Budgeted assessments after discounts and fees.

\$ 1,011,647.65	
\$ -	\$ 969,925.61
\$ (472,945.25)	\$ (453,439.86)
\$ (538,702.40)	\$ (516,485.75)
\$ -	\$ -