



**BLUE LAKE
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
OCTOBER 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
October 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. September 9, 2025 Regular Board Meeting.....Page 2
- F. Old Business
 - 1. Update on Lake Bank Repair Project – 90% Plans.....Page 6
 - a. Gantt Chart Update.....Page 15
 - 2. Consider Approval of Liability Document for Dock Holders.....Page 16
- G. New Business
 - 1. Discussion Regarding Lake Bank Repair Bid Documents
 - a. Discussion Regarding Increasing Bid Interest
- H. Administrative Matters
 - 1. Engineer’s Report
 - a. Update on Map of Maintenance Responsibilities/Ownership.....Page 26
 - 2. Attorney’s Report
 - 3. Manager’s Report
 - a. Financials.....Page 27
 - b. Next Meeting & Shade Session – October 28, 2025 & November 11, 2025
 - c. Discussion on Process to Fill Future Vacancy.....Page 30
- I. Comments from the Public for Items Not on the Agenda
- J. Board Member Comments
- K. Adjourn

Publication Date
2025-10-03

Subcategory
Miscellaneous Notices

BOARD OF SUPERVISORS MEETING DATES
FOR BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026

The Board of Supervisors of the Blue Lake Community Development District (District) will hold their regular meetings for Fiscal Year 2025/2026 at the Wild Blue Social Building located at 18721 WildBlue Boulevard, Fort Myers, Florida 33913 at 3:00 p.m. on the following dates while lake bank planning and construction takes place during the fiscal year 2025/2026:

October 14 & 28, 2025

November 11, 2025

December 9, 2025

January 13 & 27, 2026

February 10 & 24, 2026

March 10 & 24, 2026

April 14 & 28, 2026

May 12, 2026

June 9 & 23, 2026

July 14 & 28, 2026

August 11 & 25, 2026

September 8 & 22, 2026

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 the Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at meetings because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting(s). 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(s) 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

No.11699197 Oct. 3, 2025

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 9, 2025**

A. CALL TO ORDER

The September 9 2025, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 3:08 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 August 29, 2025, 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	David Bello	Present
Supervisor	Norbie Larsen	Present via phone
Supervisor	Mark Rapponotti	Present
Supervisor	Terry Vette	Present via phone

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:

District residents: Jim Spalding, Dale Brazdis, Melissa Ksar, Sydell & Marc Nusbaum and Linda Jones (HOA President).

Other residents were present via phone.

D. ADDITIONS OR DELETIONS TO AGENDA

Mr. Bello requested a Discussion on Board Roles. There was a consensus of the Board to add this item under Board Member Comments.

E. APPROVAL OF MINUTES

1. August 12, 2025, Public Hearing & Regular Board Meeting

The minutes of the August 12, 205, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Rapponotti, seconded by Mr. Bello and passed unanimously approving the minutes of the August 12, 2025, Public Hearing & Regular Board Meeting, as presented.

F. OLD BUSINESS

1. Update on Lake Bank Repair Project

Mr. Savage advised that the schedule moved as things are put into motion with several action items having been completed. He continued that permit packages had been submitted to Lee County and to SFWMD. Ms. Meneely reminded the Board that all Board Members were signatories for such documents from the founding documents, noting that the Chair or Vice-Chair would sign the submittals on behalf of the District. There was a consensus of the Board for such signatures. Mr. Savage continued that multiple pieces of the process were running parallel including determining the order of magnitude cost. He explained that the marine mattress costs were coming in higher than previously thought and is estimated to be \$12 Million for Phase 1. Discussion ensued regarding the use of the mattress only in certain locations and Mr. Savage stated that options would be provided. There was a consensus of the Board to continue with the value engineering.

2. Continued Discussion on Residential Dock Alternatives

Mr. Haber advised that he was working on a draft document that should be ready for the next meeting. He noted that the agreement obligates the homeowner to pay for damage if they choose to keep their dock in place. He noted the District would take responsibility for repairs to the bank if the resident moves their dock during construction. It was noted that this was for existing docks only in Phase 1.

G. NEW BUSINESS

1. Consider Video Taping Specific Drainage Line

Mr. Barraco advised they were asked to look at the drainage at 14930 Blue Bay Circle. He noted the time it took to drain was an issue for the homeowner at their previous house in the developments and videoing the lines helped discover the issue. He noted the property was designed to hold water but to drain in a few hours. He continued that if the videoing were to be done he would suggest checking as many lines as possible for the cost.

After discussion, a motion was made by Mr. Rapponotti, seconded by Mr. Larsen and passed unanimously for video inspections of the line at 14930 Blue Bay Circle and as many as possible that can be done at a cost not to exceed \$2,000.

Ms. Jones asked about street drains. Mr. Barraco stated that he would need to research that information and bring it back to a future meeting.

H. ADMINISTRATIVE MATTERS

1. Manager's Report

Ms. Meneely presented the financials. There were no questions from the Board Members.

Ms. Meneely noted that the next meetings were scheduled for September 23, 2025, and October 14, 2025. Messrs. Bello, Vette and Larsen indicated that they would not be able to attend the September 23rd meeting in person so there was a consensus of the Board to cancel that meeting. Mr. Larsen noted he would not be able to attend the October 14 meeting in person.

Discussion ensued that the 90% plans and bid documents that will be presented at the October meeting should be distributed to the Board Members as soon as they are ready to go.

A **motion** was made by Mr. Bello, seconded by Mr. Rapponotti and passed unanimously directing the engineer to distribute the documents, in substantial form as soon as they are ready so that comments can get back to the engineer prior to the October meeting.

2. Engineer's Report

There was no Engineer's Report at this time.

3. Attorney's Report

Mr. Haber advised that litigation had been filed and now the Board can schedule shade sessions outside of a public meeting. He went over the process and who can attend, noting that he would recommend a shade session be advertised for the October meeting. There was a consensus of the Board to schedule the shade meeting.

Mr. Rapponotti indicated that he had asked the litigation attorney for their budget and he will follow up with them to review their bills.

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

Mr. Spalding asked about the dry retention areas behind homes. Mr. Bello stated that the developer still owned it but does not maintain it and they gave money to the HOA, not the CDD, for maintenance. Mr. Hasty asked that these areas be included in the exhibit the engineer is working on as to who owns what. Mr. Brazdis asked if any thought had been given to putting a moratorium on any new docks being built. Mr. Rapponotti stated that the docks were an HOA issue and the declarations may state what is and is not allowed. Mr. Bello added that anyone building a dock now would need to remove it before the project begins.

J. BOARD MEMBER COMMENTS

(ADDED) - Discussion of Board Member Roles – Mr. Bello

Mr. Bello stated that he would officially like to see Gurley Fant invoices reviewed by Mr. Rapponotti since he has a legal background. Ms. Meneely went over the process where Gurley Fant would need to send their bills first to Mr. Rapponotti and then forward to SDS for payment.

A **motion** was made by Mr. Bello, seconded by Mr. Hasty and passed unanimously implementing the new process of sending Gurley Fant invoices first to Mr. Rapponotti for review and then for them to be forwarded to SDS for payment.

Mr. Bello stated that he had been the point person for the project but believed this should be switched to Mr. Larsen since he has a background in construction and engineering.

A **motion** was made by Mr. Rapponotti, seconded by Mr. Bello and passed unanimously designating Mr. Larsen as the new Board liaison for lake bank repair project meetings and reviews.

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 4:11 p.m.

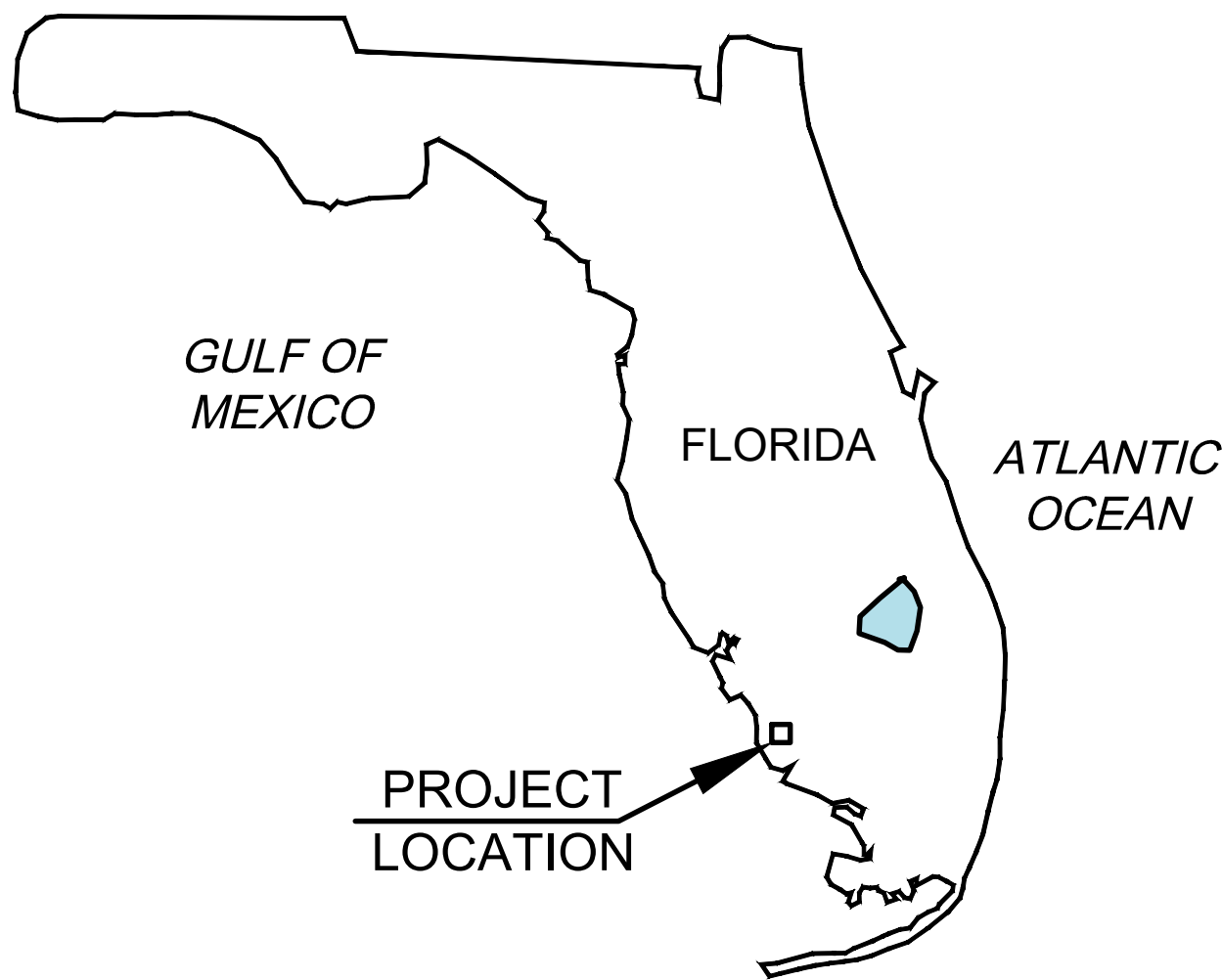
ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

BLUE LAKE SHORELINE STABILIZATION

18701 / 18731 WILDBLUE BLVD.
FORT MYERS, LEE COUNTY
FLORIDA 33913



	SHEET INDEX	
	SHEET NUMBER	TITLE
	CM-1.0	COVER SHEET
	CM-1.1	GENERAL NOTES
	CM-1.2	EXISTING CONDITIONS
	CM-2.0	PROPOSED IMPROVEMENTS STA. 0+00 TO STA. 38+00
	CM-2.1	CROSS SECTIONS (1 OF 3)
	CM-2.2	CROSS SECTIONS (2 OF 3)
	CM-2.3	CROSS SECTIONS (3 OF 3)
	CM-2.4	ROCK REVETMENT TYPICAL SECTIONS
	CM-3.0	MARINE MATTRESS DETAILS

CLIENT:

BLUE LAKE COMMUNITY
DEVELOPMENT DISTRICT
ATTN: MS. KATHLEEN MENEELY
27499 RIVERVIEW CENTER BLVD., #253
BONITA SPRINGS, FLORIDA 334134

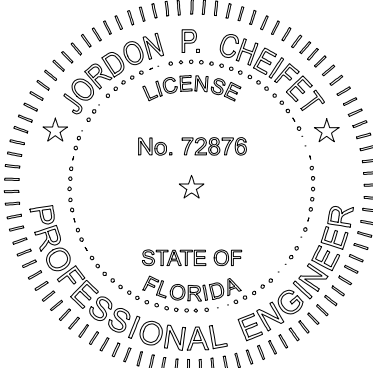
ENGINEER:

CUMMINS | CEDERBERG
Coastal & Marine Engineering

MIAMI | FORT LAUDERDALE | JUPITER
SARASOTA | ST. PETERSBURG | TALLAHASSEE
TEL: +1 305-741-6155 FAX: 305-974-1969
WWW.CUMMINSCEDERBERG.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY JORDON P. CHEIFET
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



JORDON P. CHEIFET P.E. LIC. # 72876

NOT FOR CONSTRUCTION

PERMIT DRAWINGS
FOR CLIENT REVIEW
10/07/2025





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[illegible]

CM-1.2

DEMOLITION QUANTITIES TABLE		
ITEM	UNIT	QTY
EXISTING RETAINING WALL	LF	000

1. SURVEY PERFORMED BY : BARRACO AND ASSOCIATES, DATED DECEMBER 17 & 18, 2024.
2. HORIZONTAL DATUM IS NAD83 FLORIDA STATE PLANE WEST ZONE, US FEET.
3. VERTICAL DATUM IS NORTH AMERICAN DATUM 1988 (NAVD88)

U:\Projects\126600 Blue Lake Shoreline Stabilization\03 - Drawings\Permits\Working\2025-10-07P 126600 Blue Lake Shoreline.dwg



PROPOSED QUANTITIES TABLE		
ITEM	UNIT	QTY
ARMOR STONE ABOVE EL. 19.8'	CY / TN	-
ARMOR STONE BELOW EL. 19.8'	CY / TN	-
BEDDING STONE IN ROCK APRON	CY / TN	-
GEOTEXTILE	SF	-
BACKFILL ABOVE EL. 19.8'	CY	-
BACKFILL BELOW EL. 19.8'	CY	-
EXCAVATION ABOVE EL. 19.8'	CY	-
EXCAVATION BELOW EL. 19.8'	CY	-
OVERALL COUNT OF 20' MARINE MATTRESSES	EA	-
OVERALL AREA OF 20' MARINE MATTRESSES	SF	-
OVERALL COUNT OF 15' MARINE MATTRESS	EA	-
OVERALL AREA OF 15' MARINE MATTRESSES	SF	-

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FORT MYERS, FL, 33913

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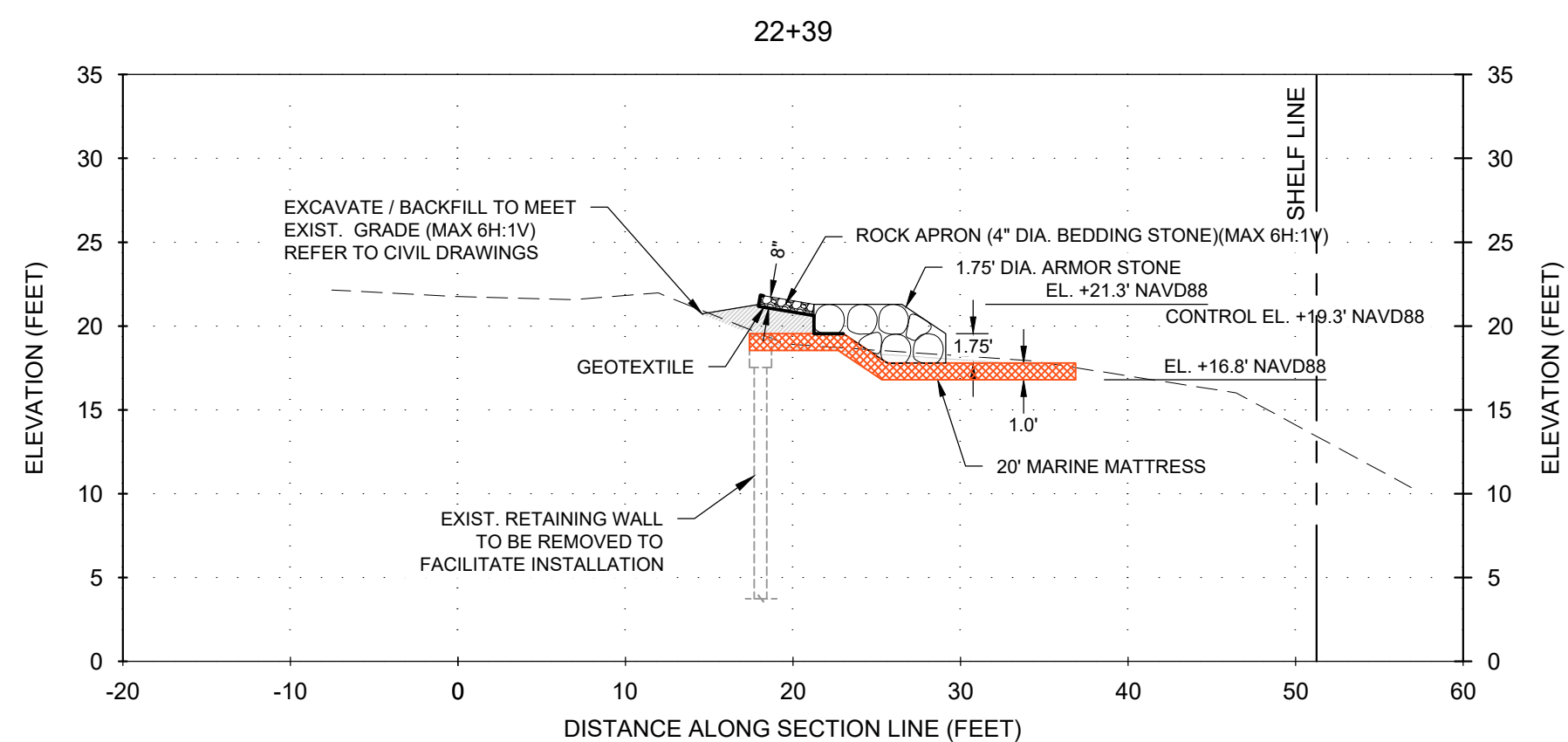
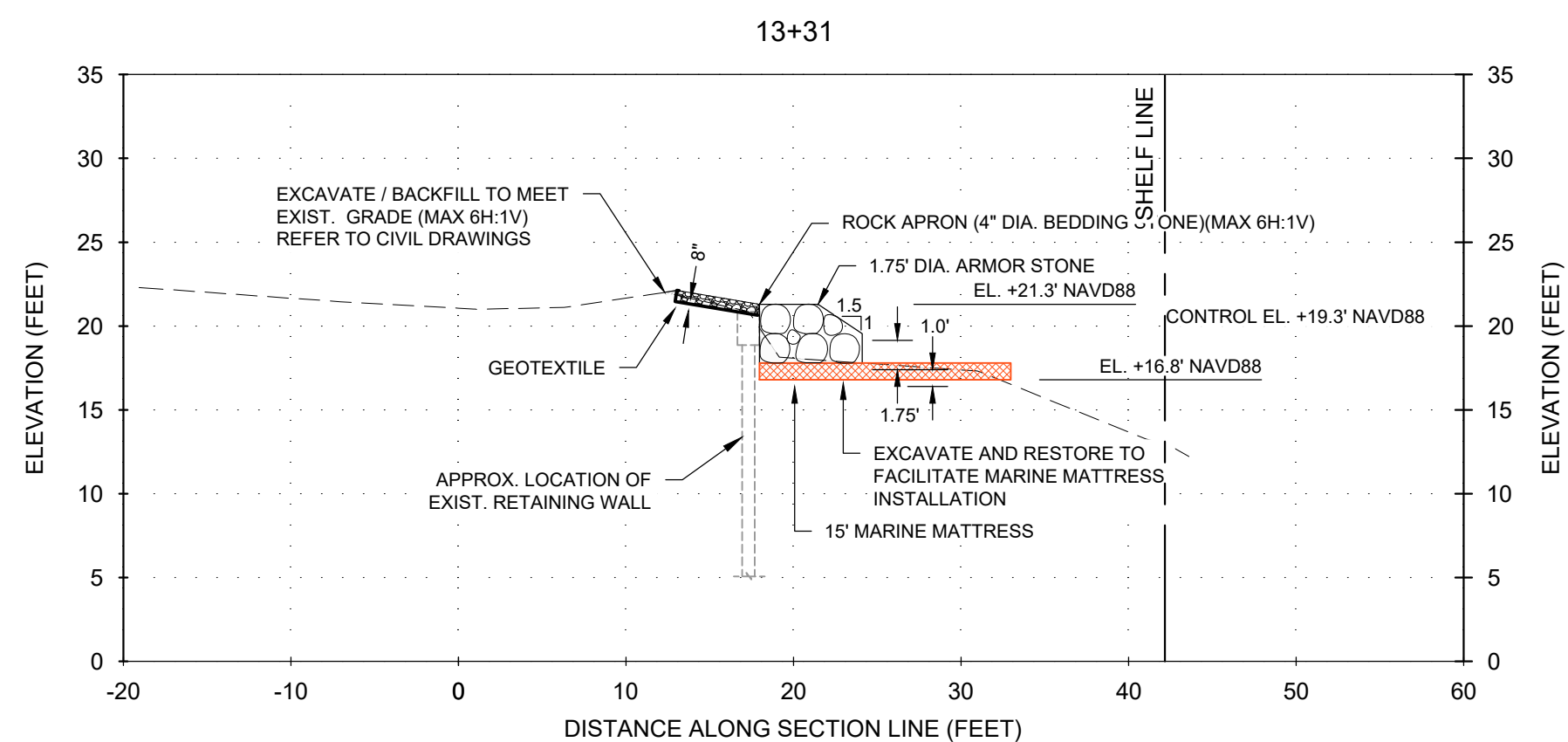
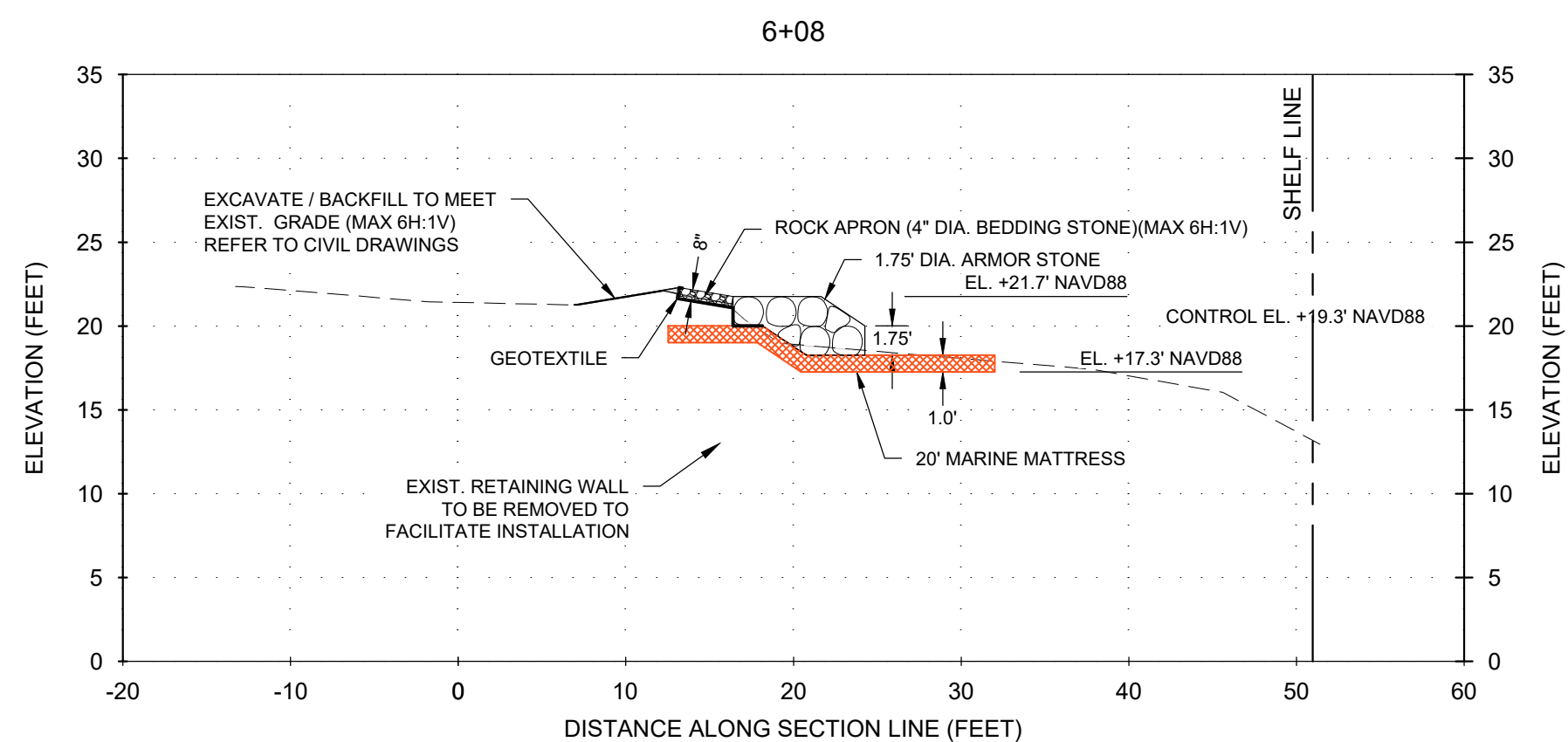
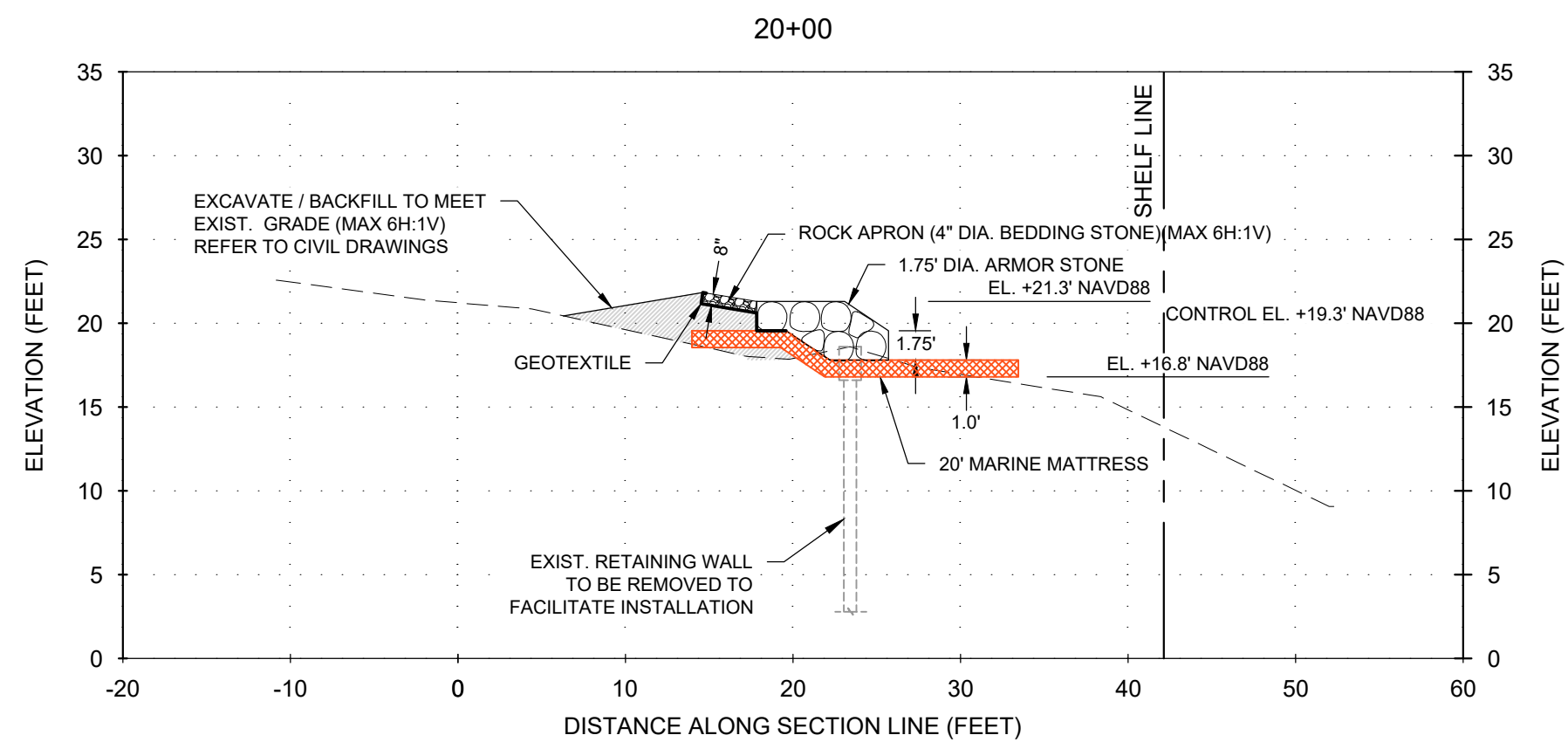
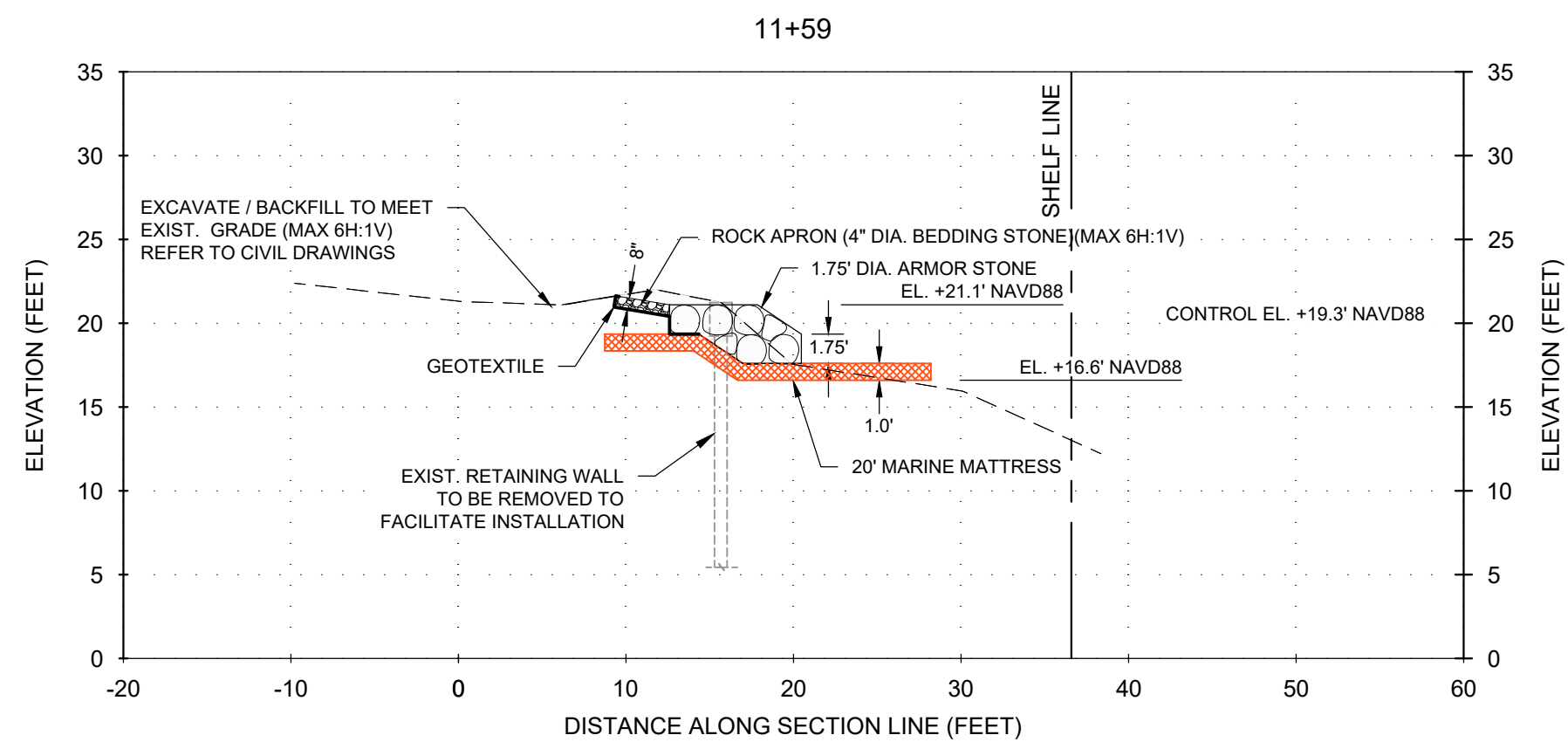
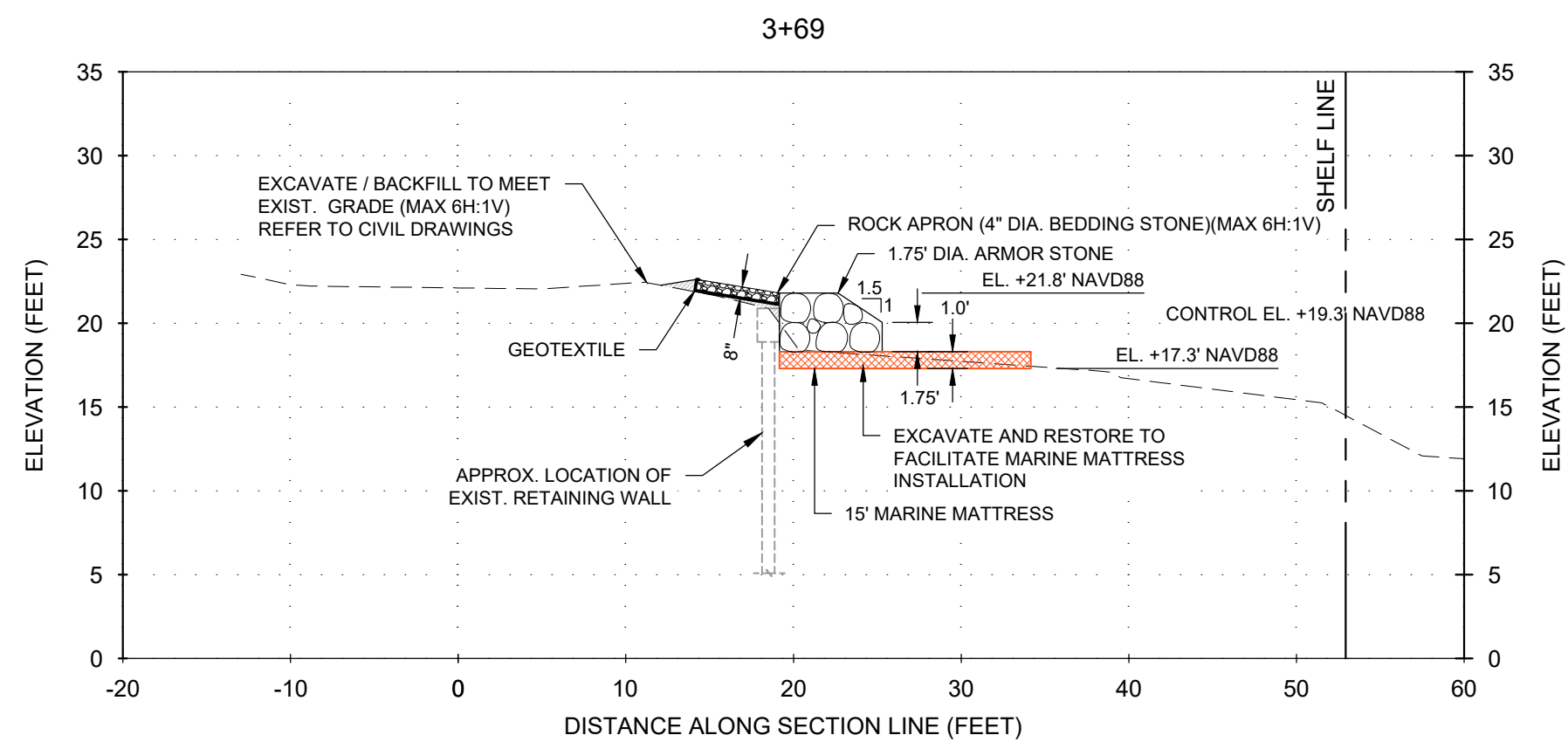
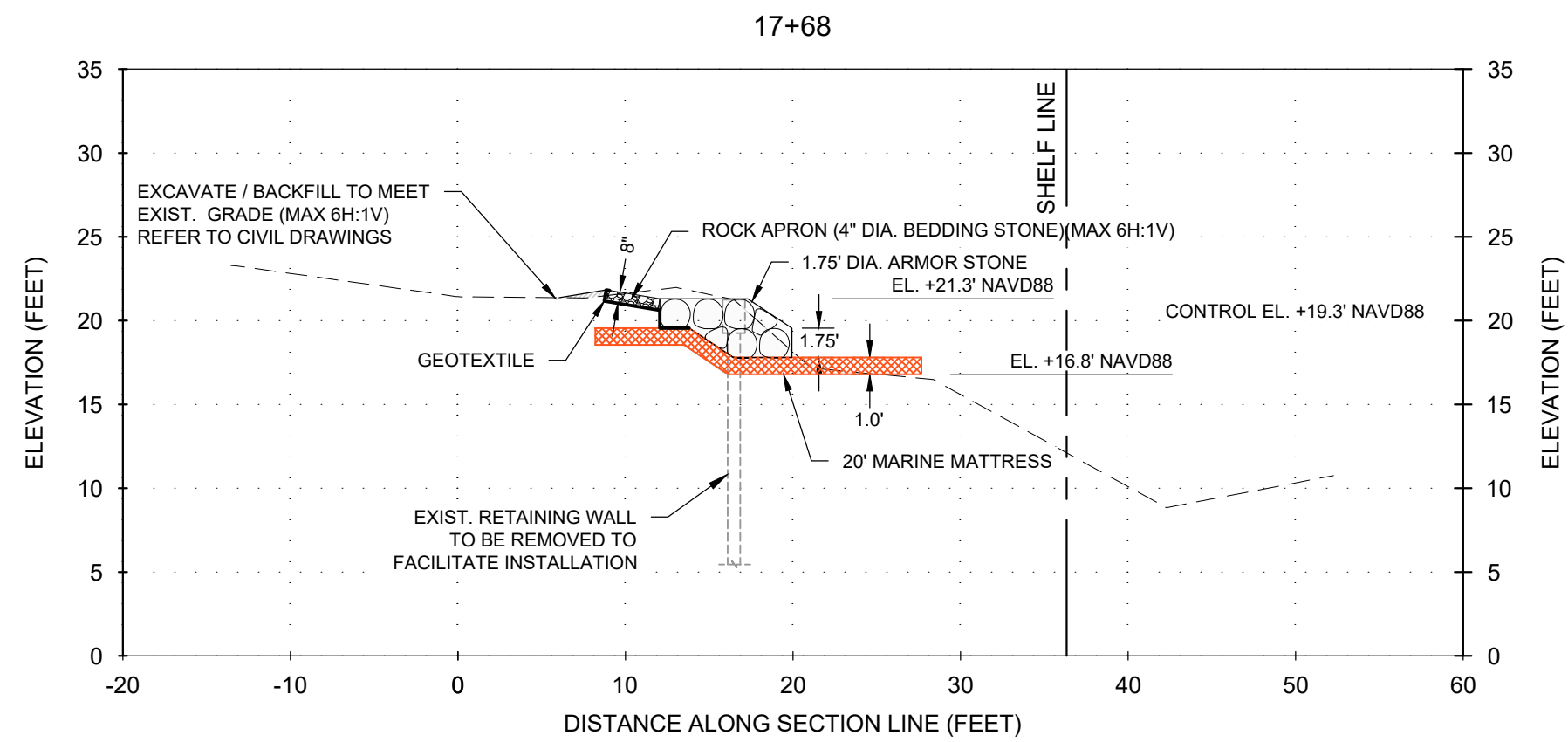
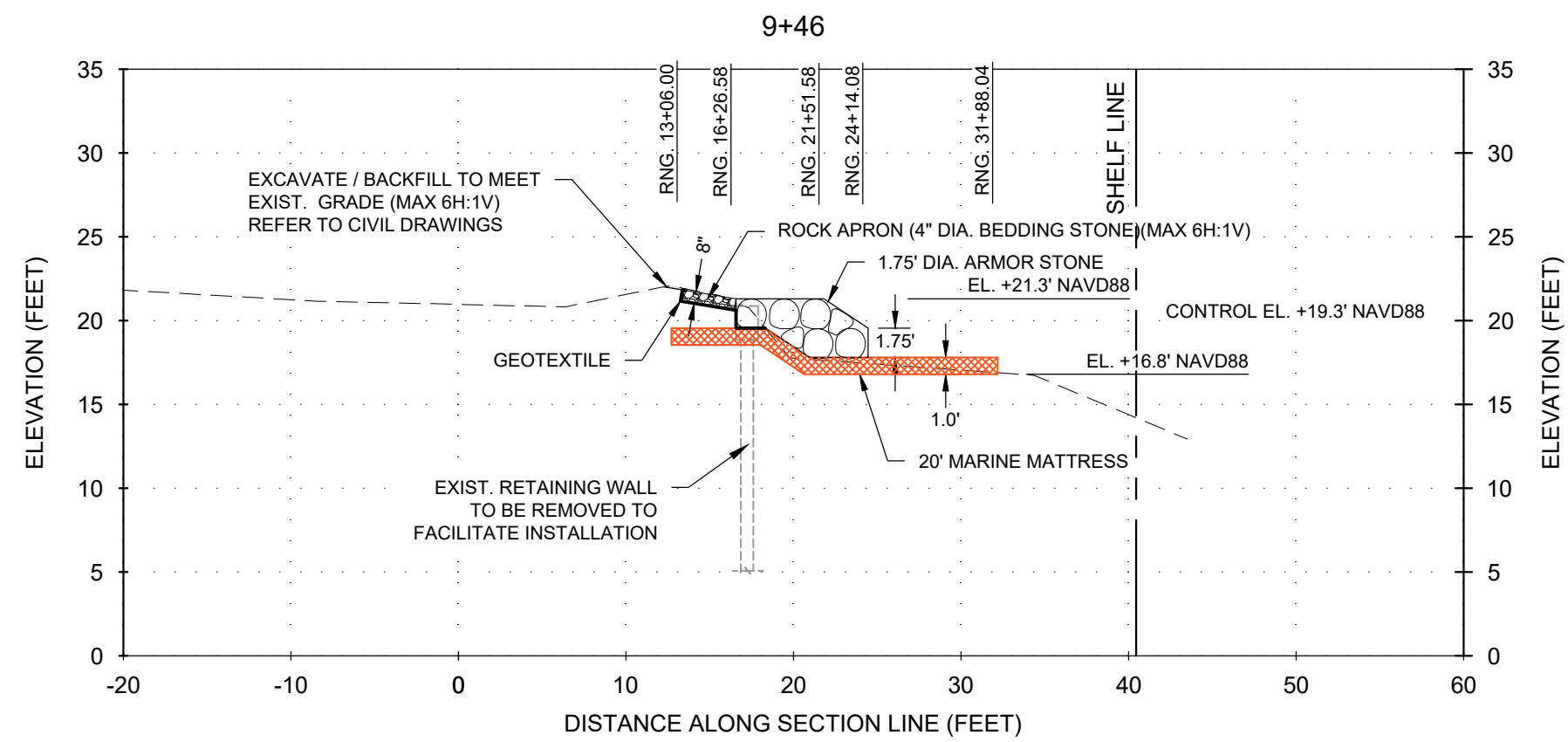
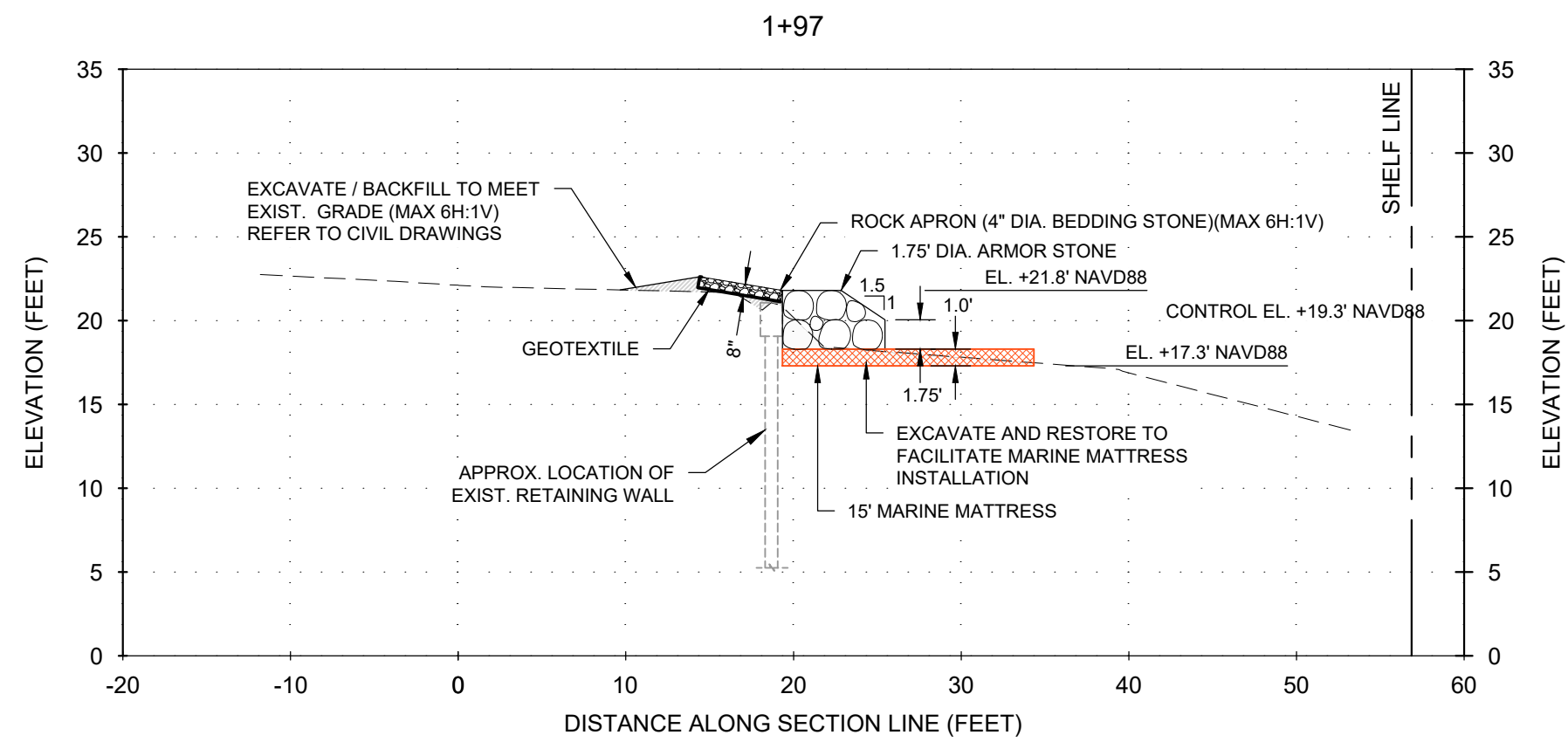
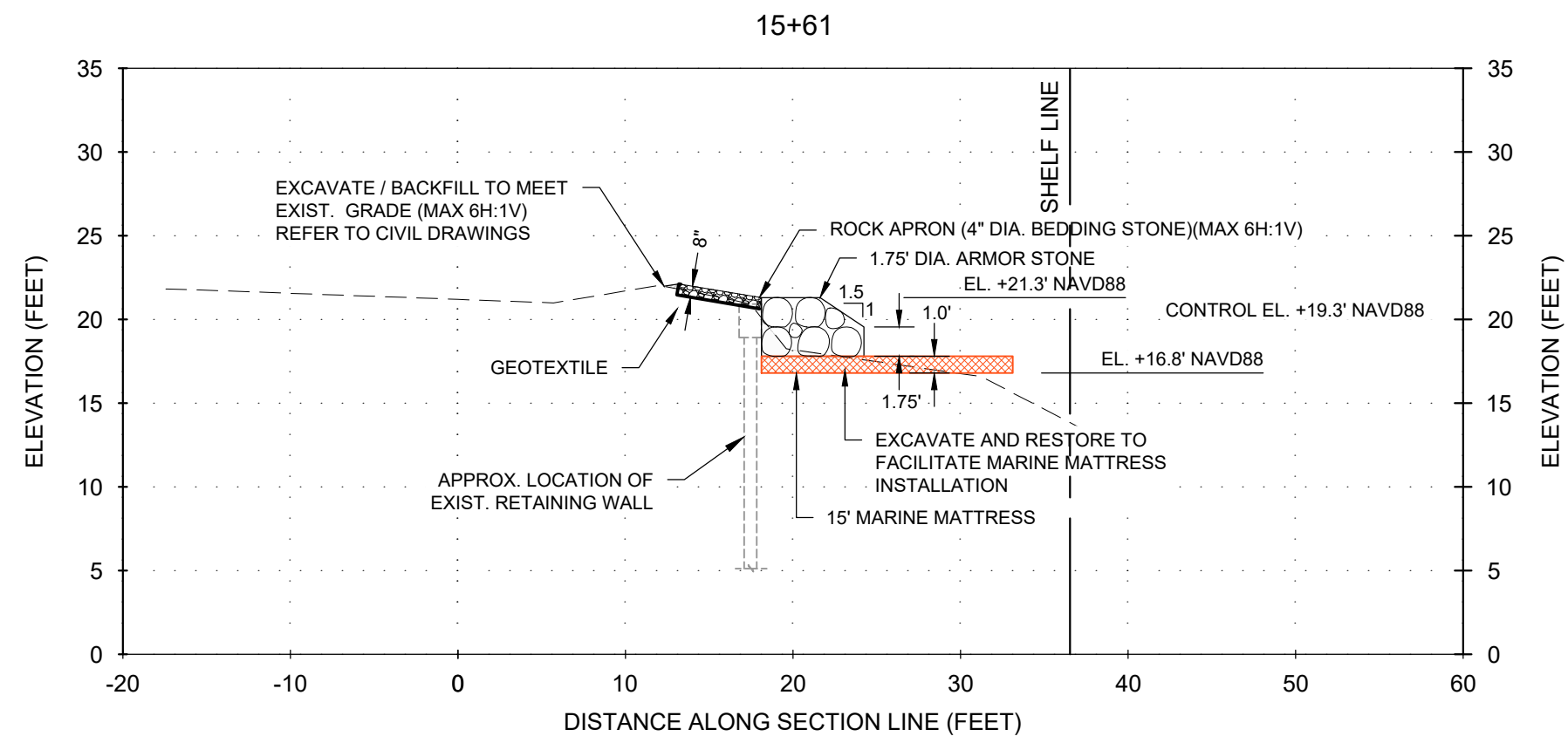
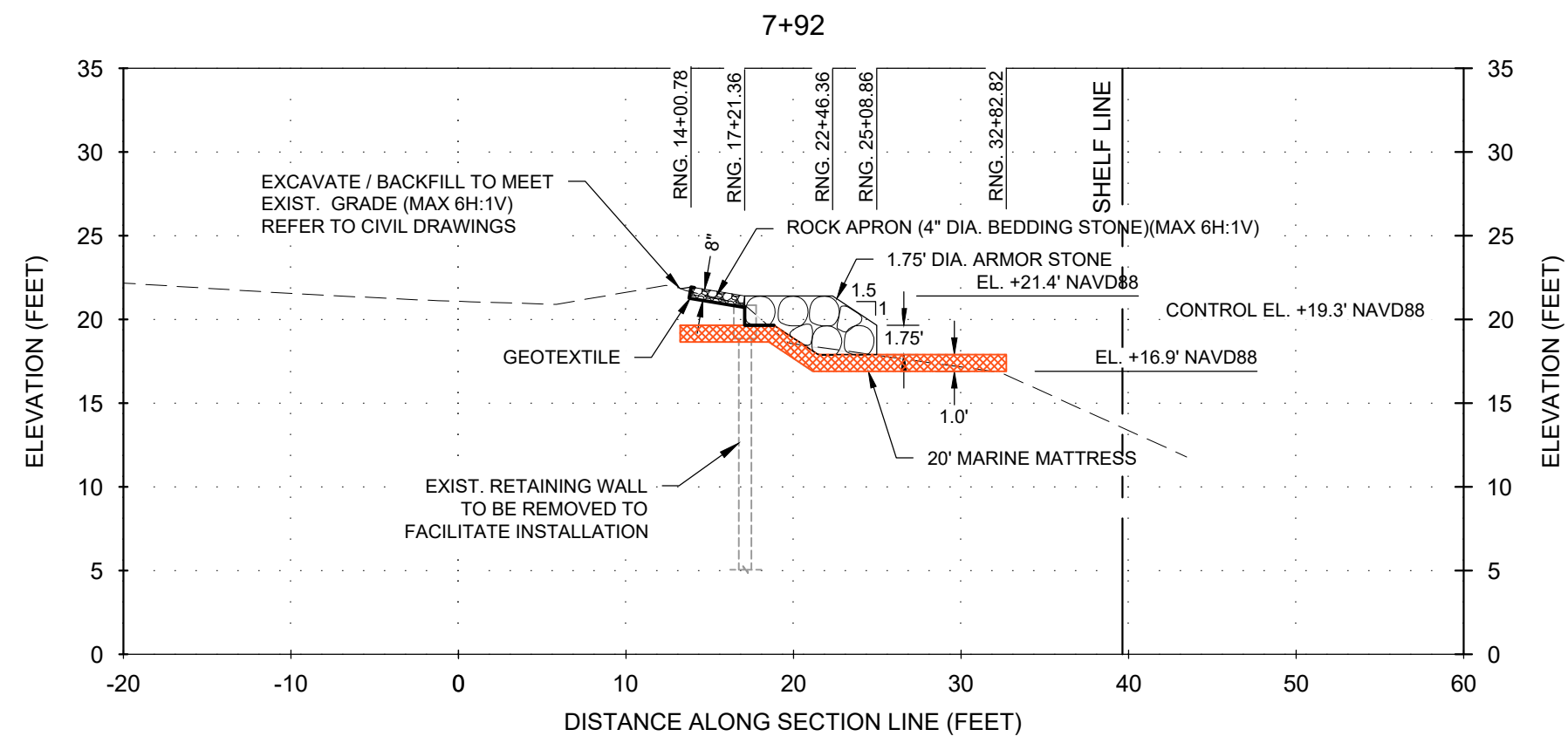
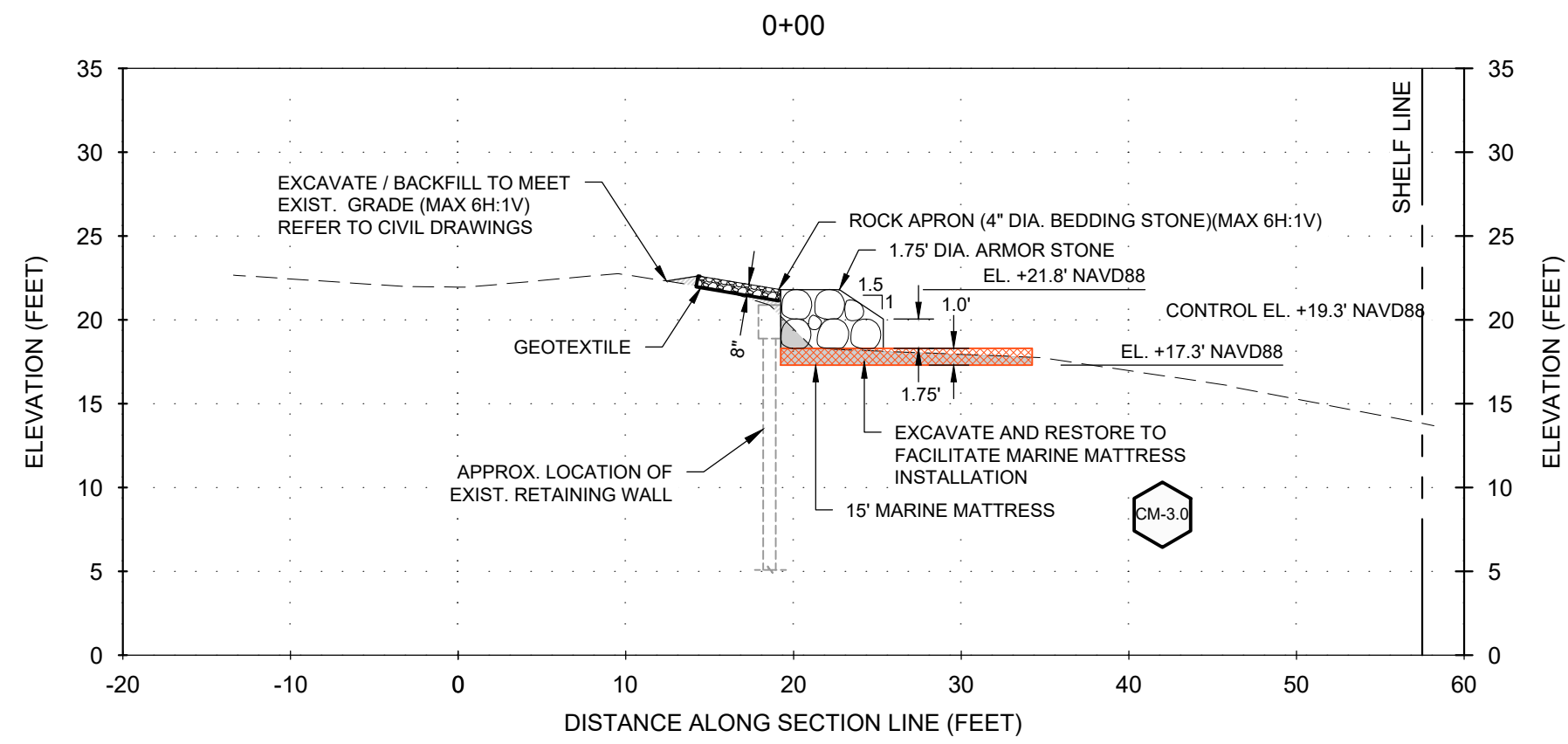
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PROPOSED
IMPROVEMENTS

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- NOTES:
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 2. VERTICAL DATUM IS NORTH AMERICAN DATUM 1988 (NAVD88)



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STABILIZATION

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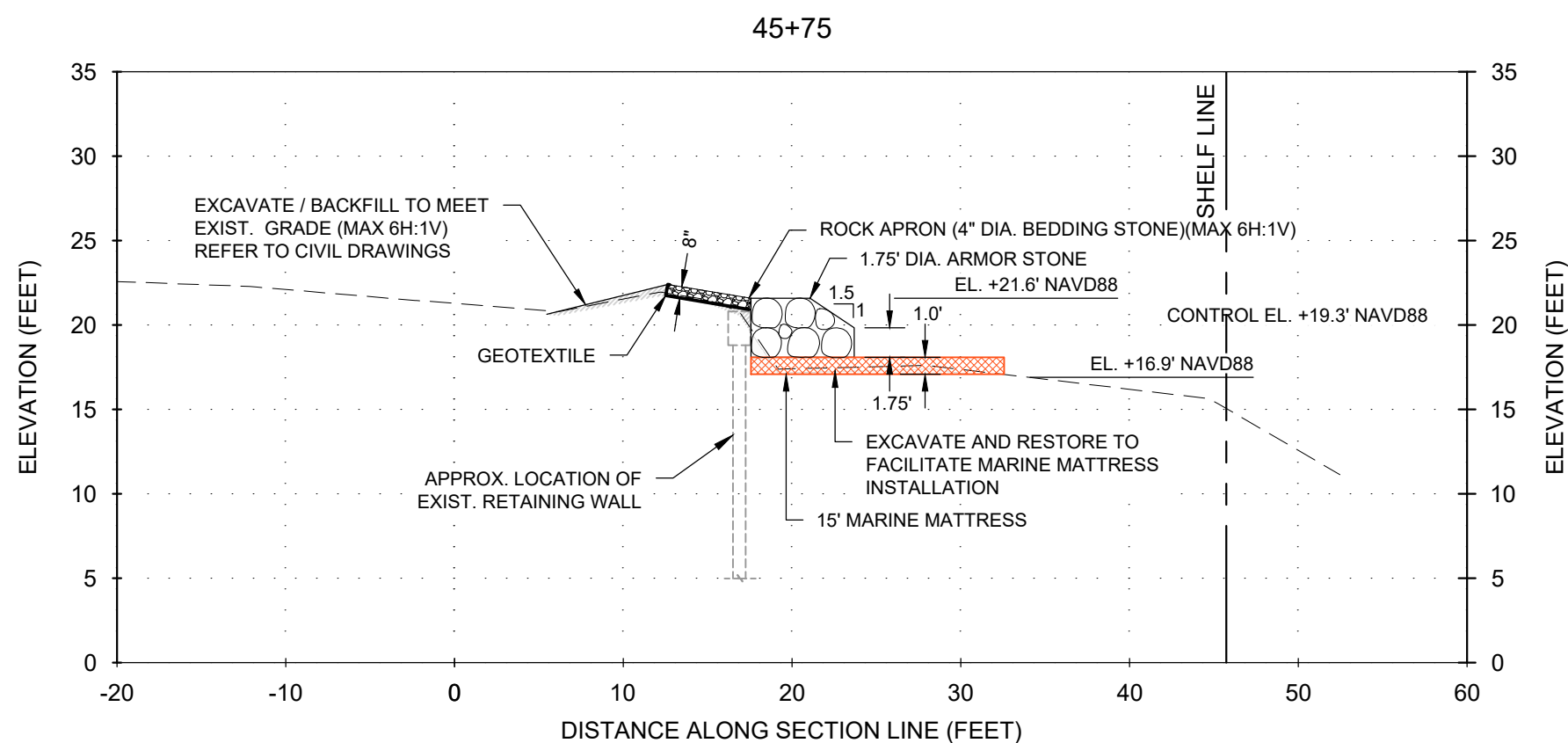
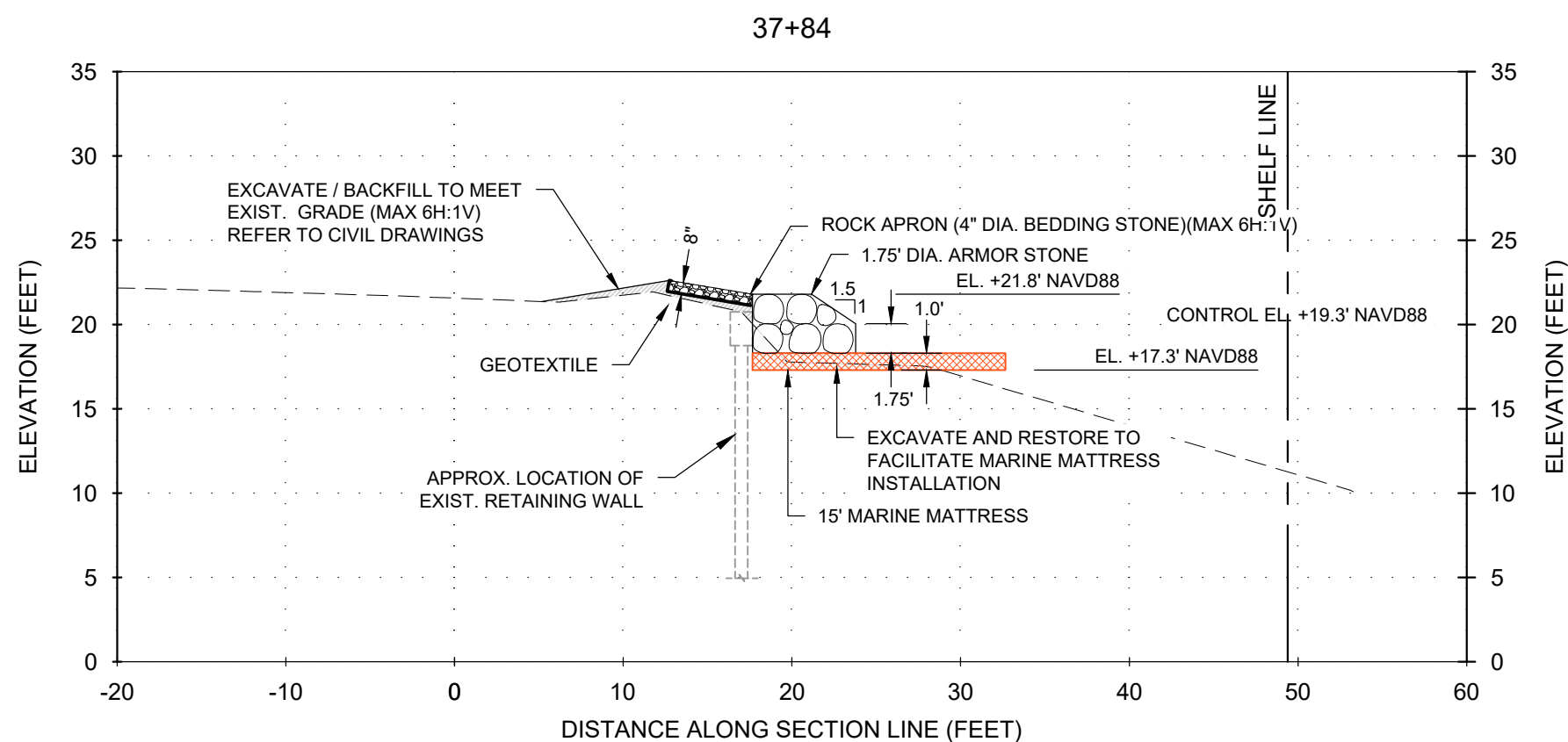
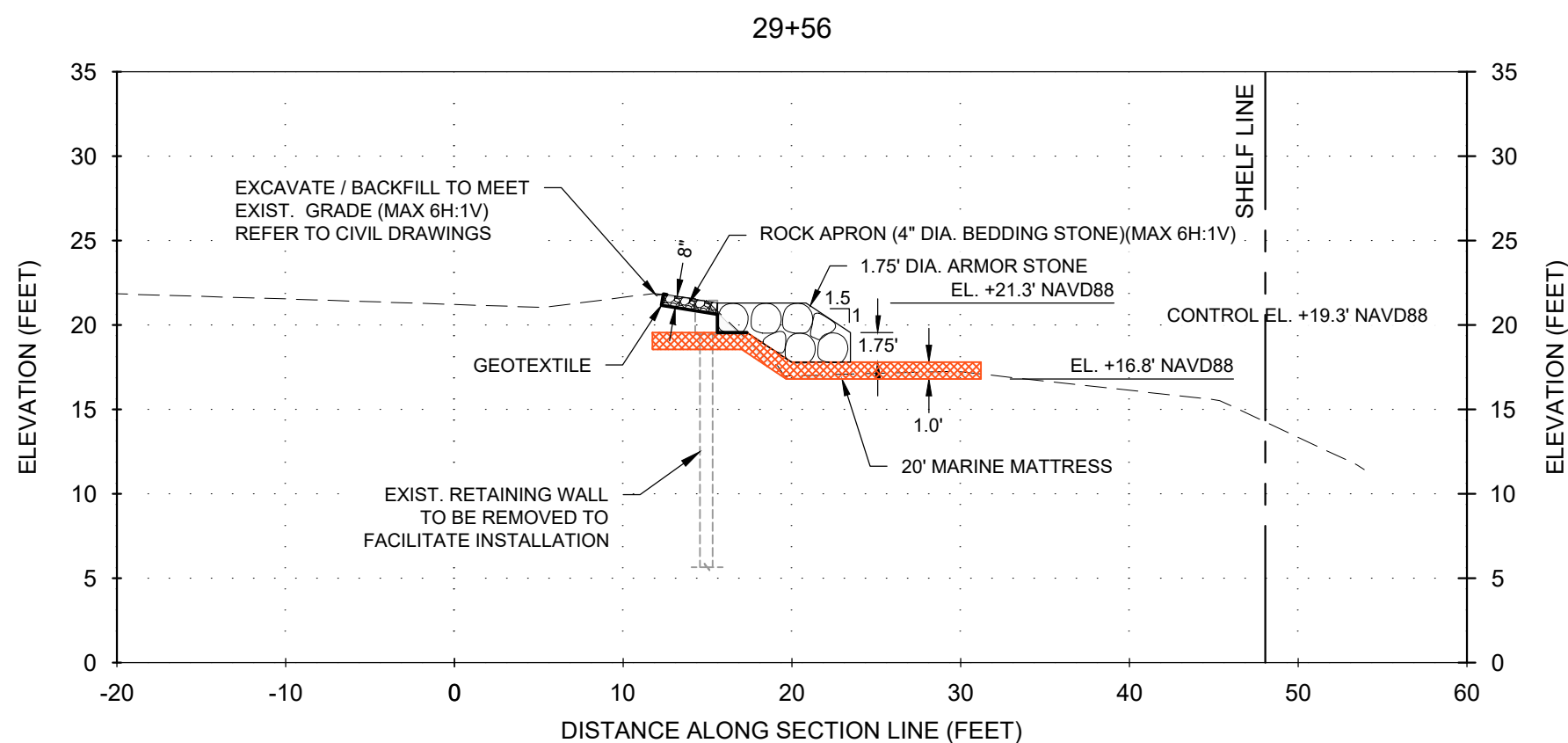
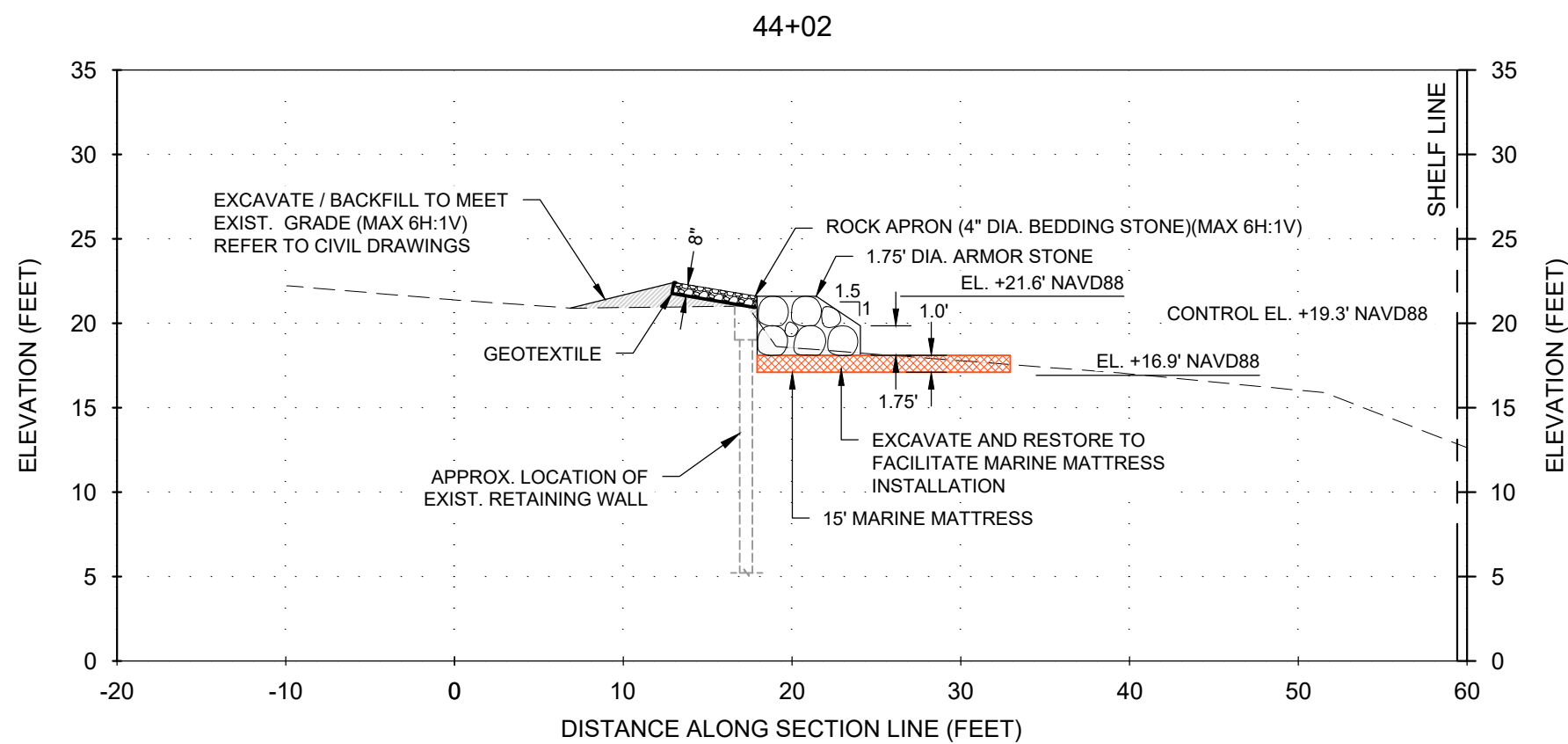
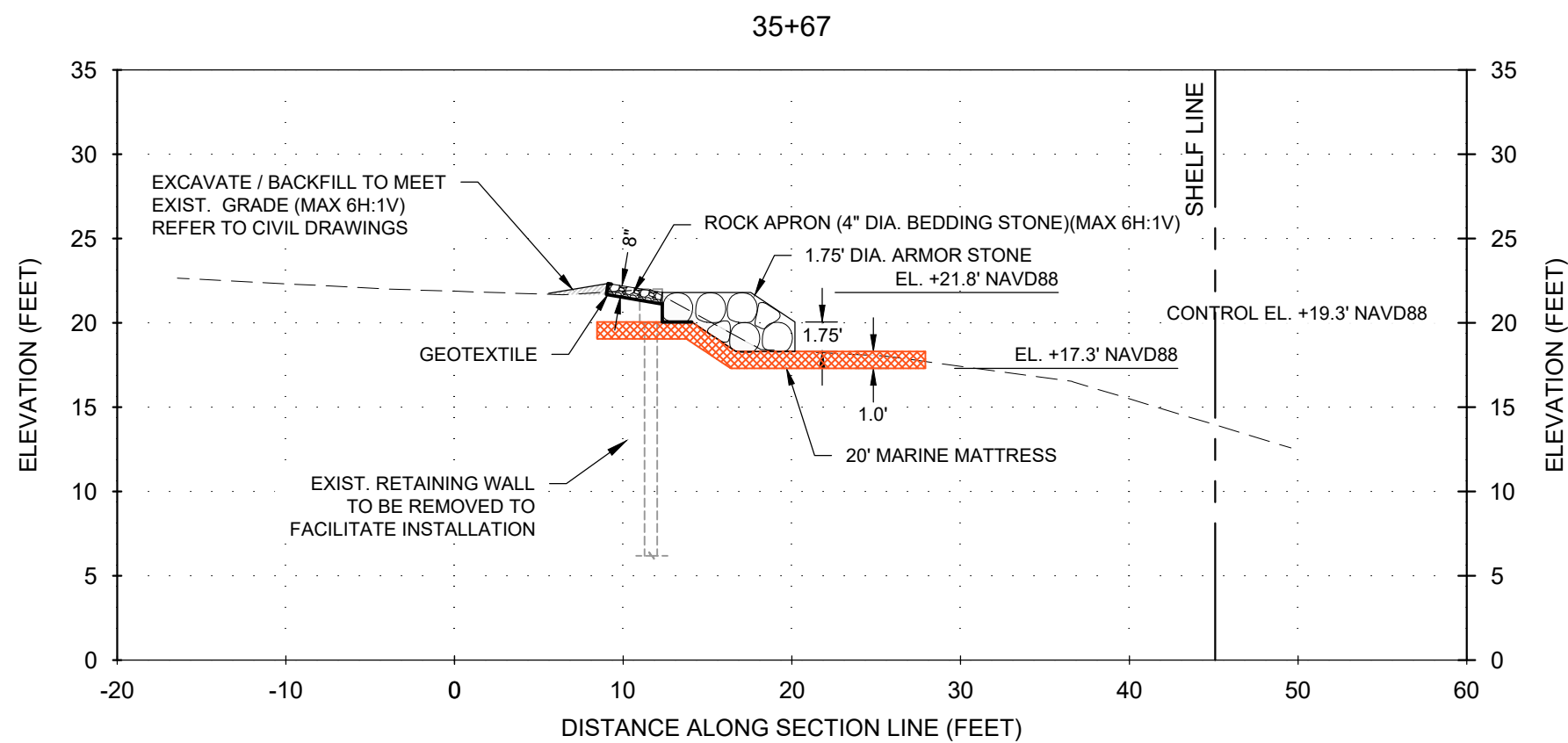
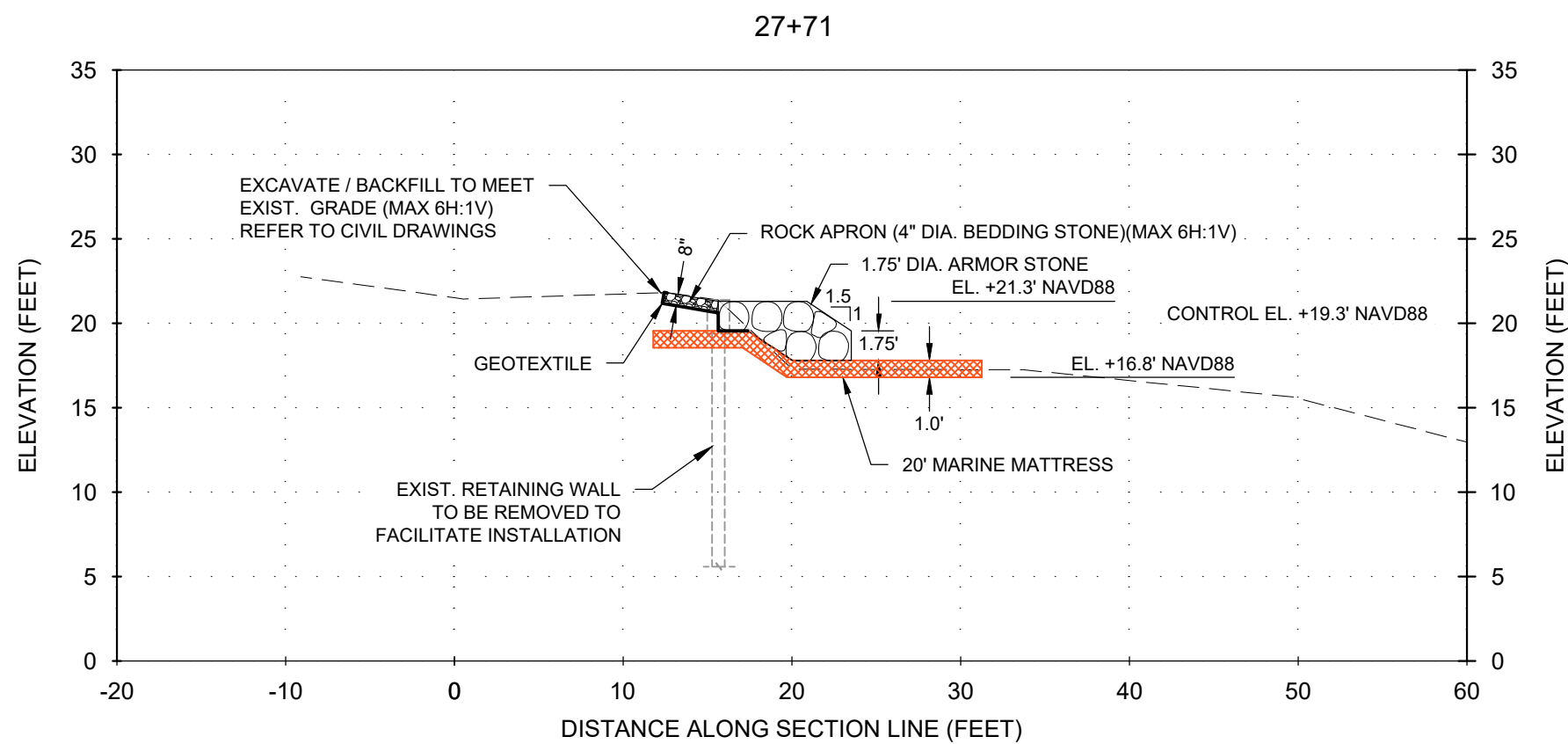
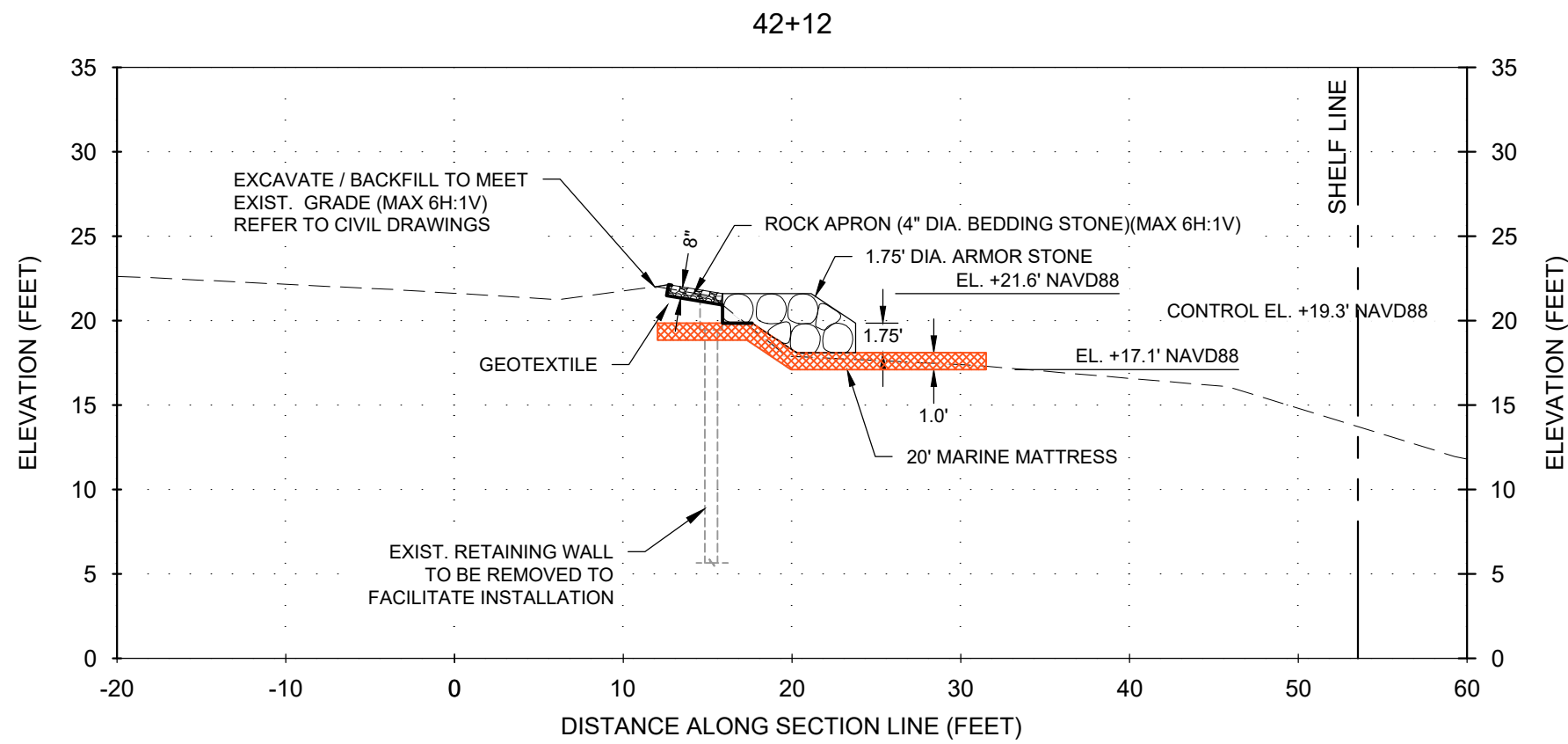
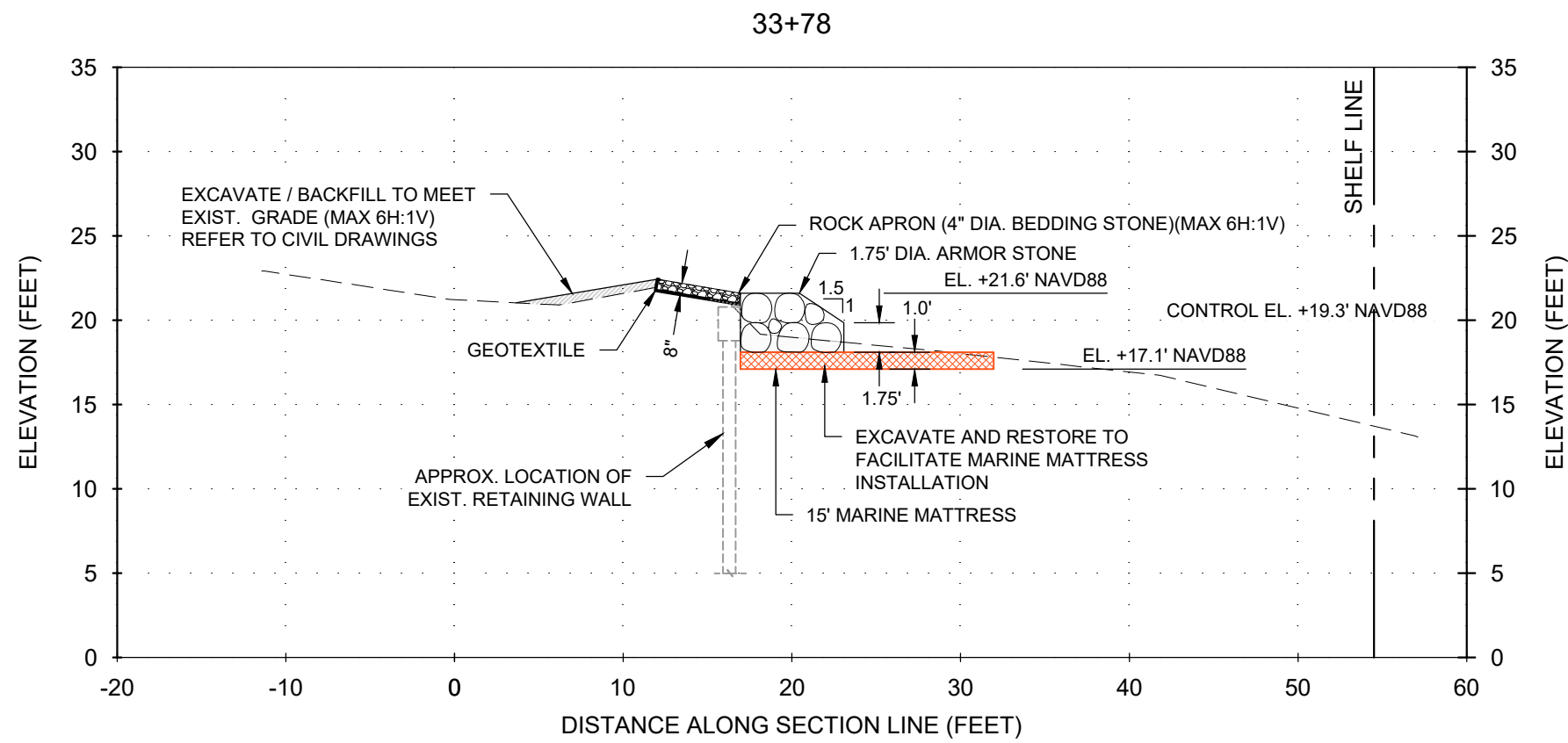
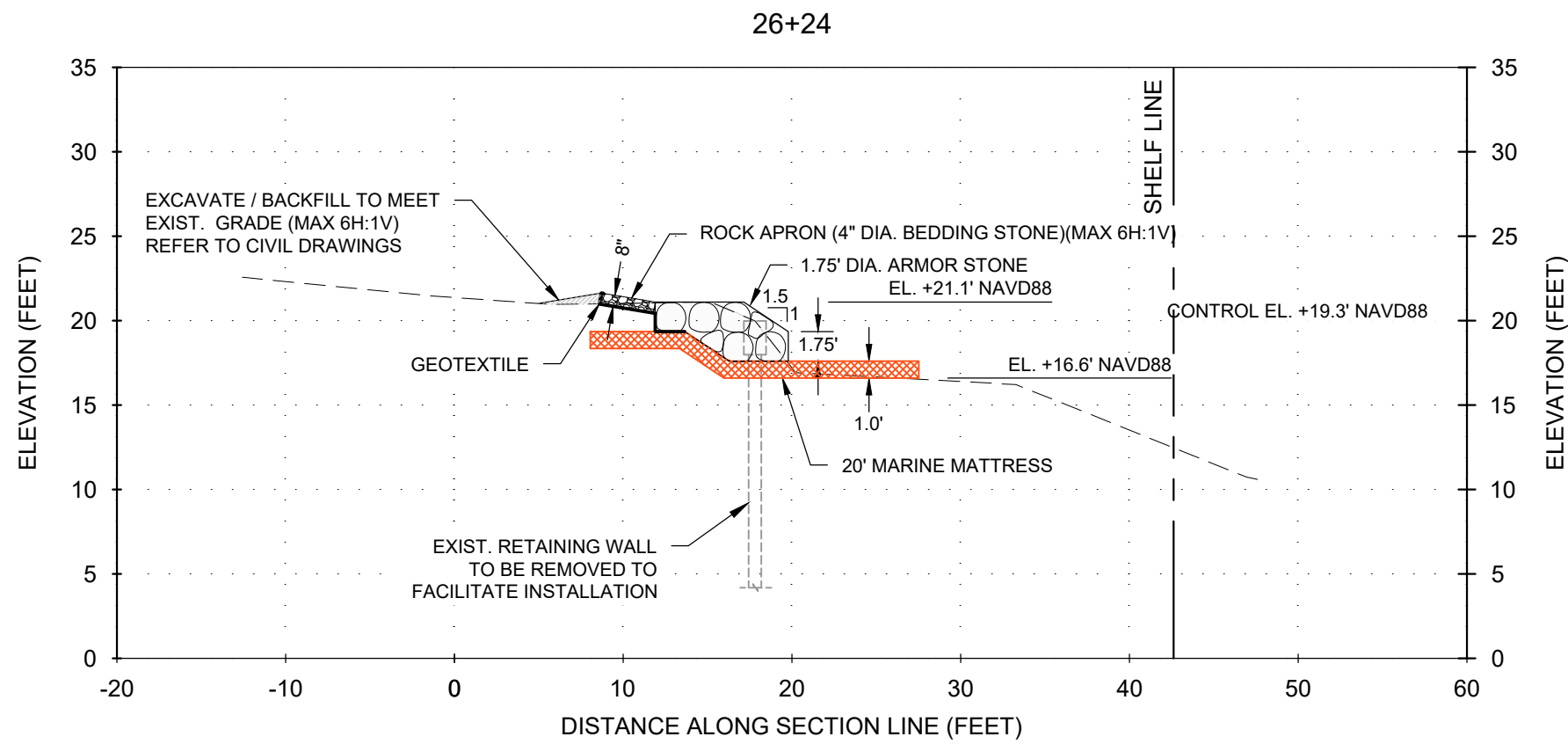
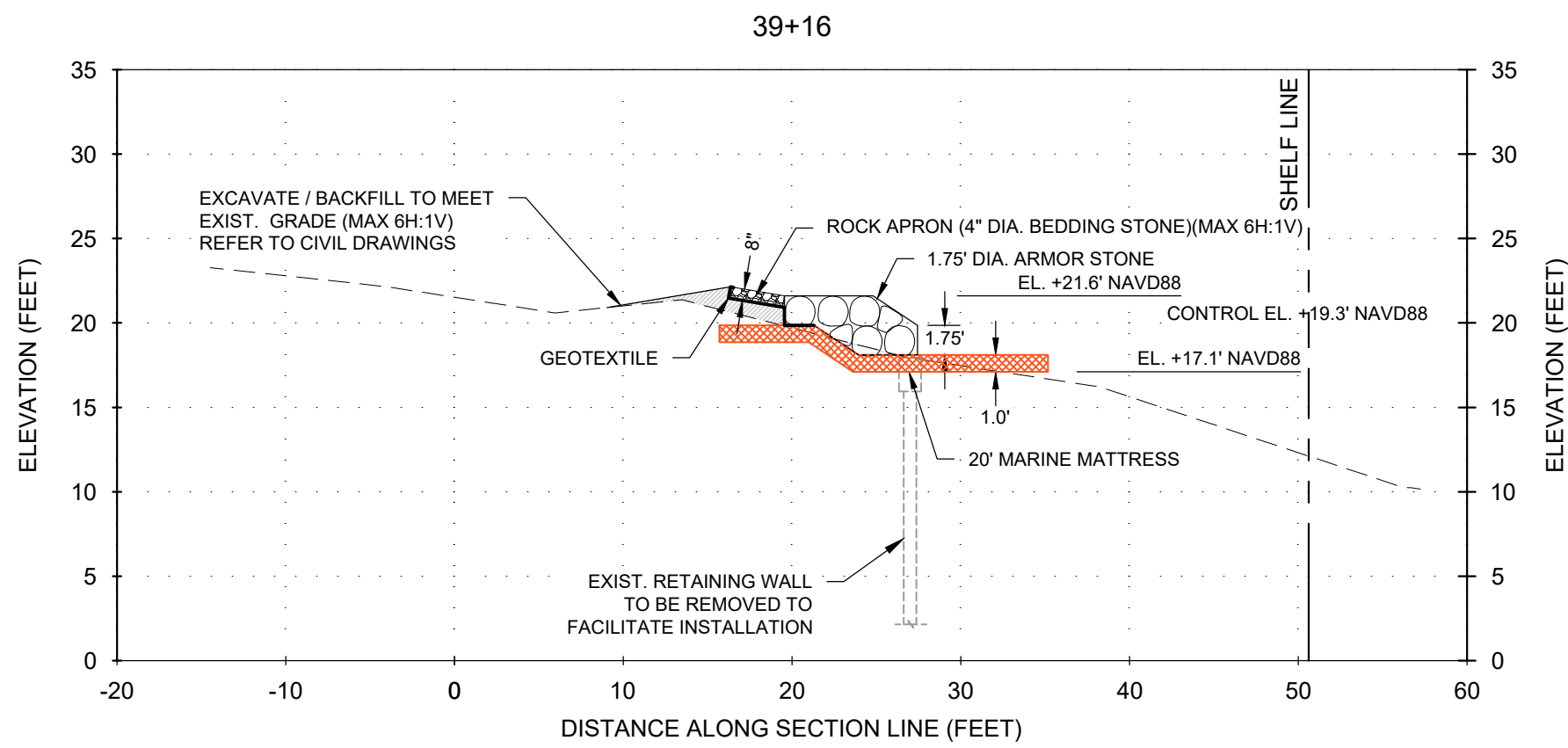
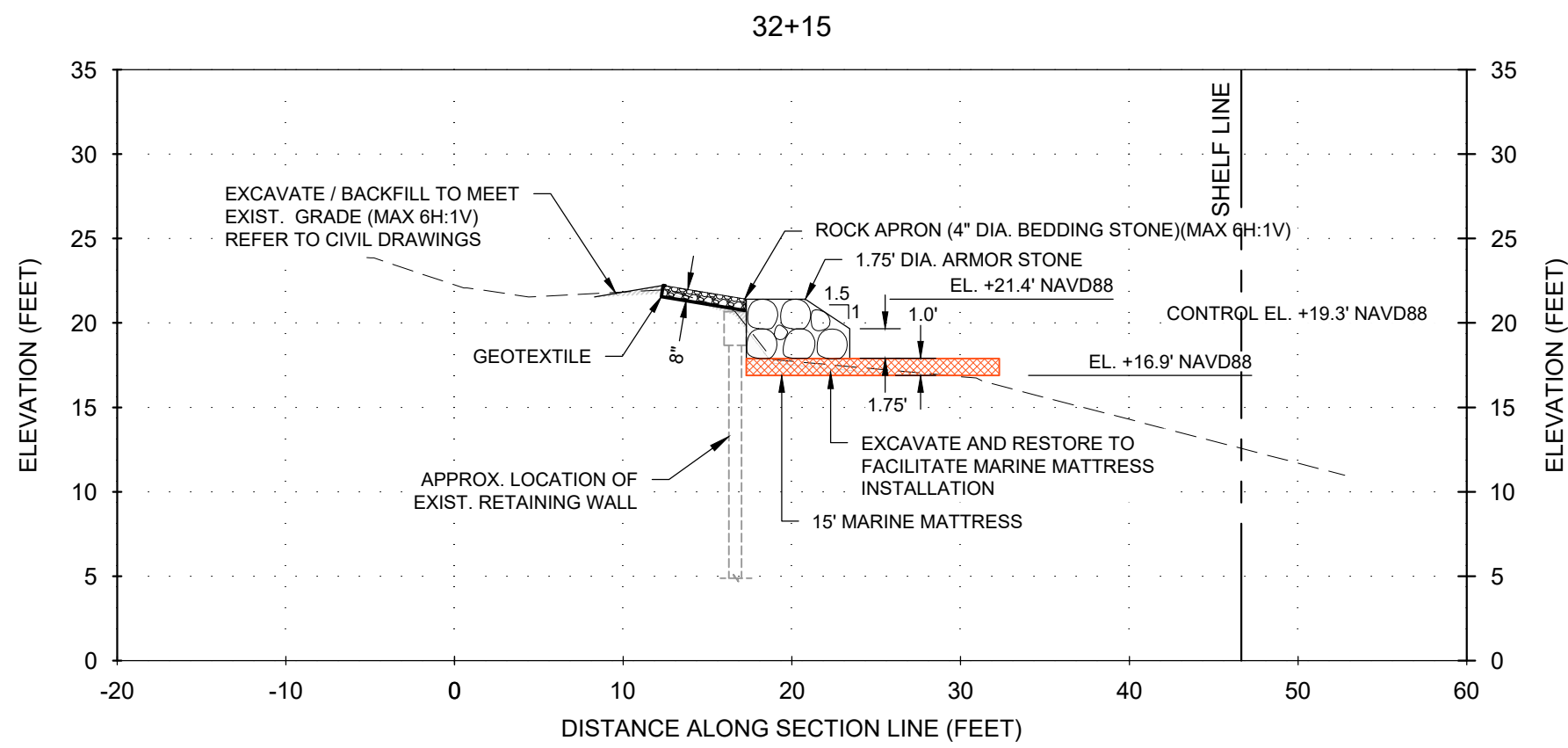
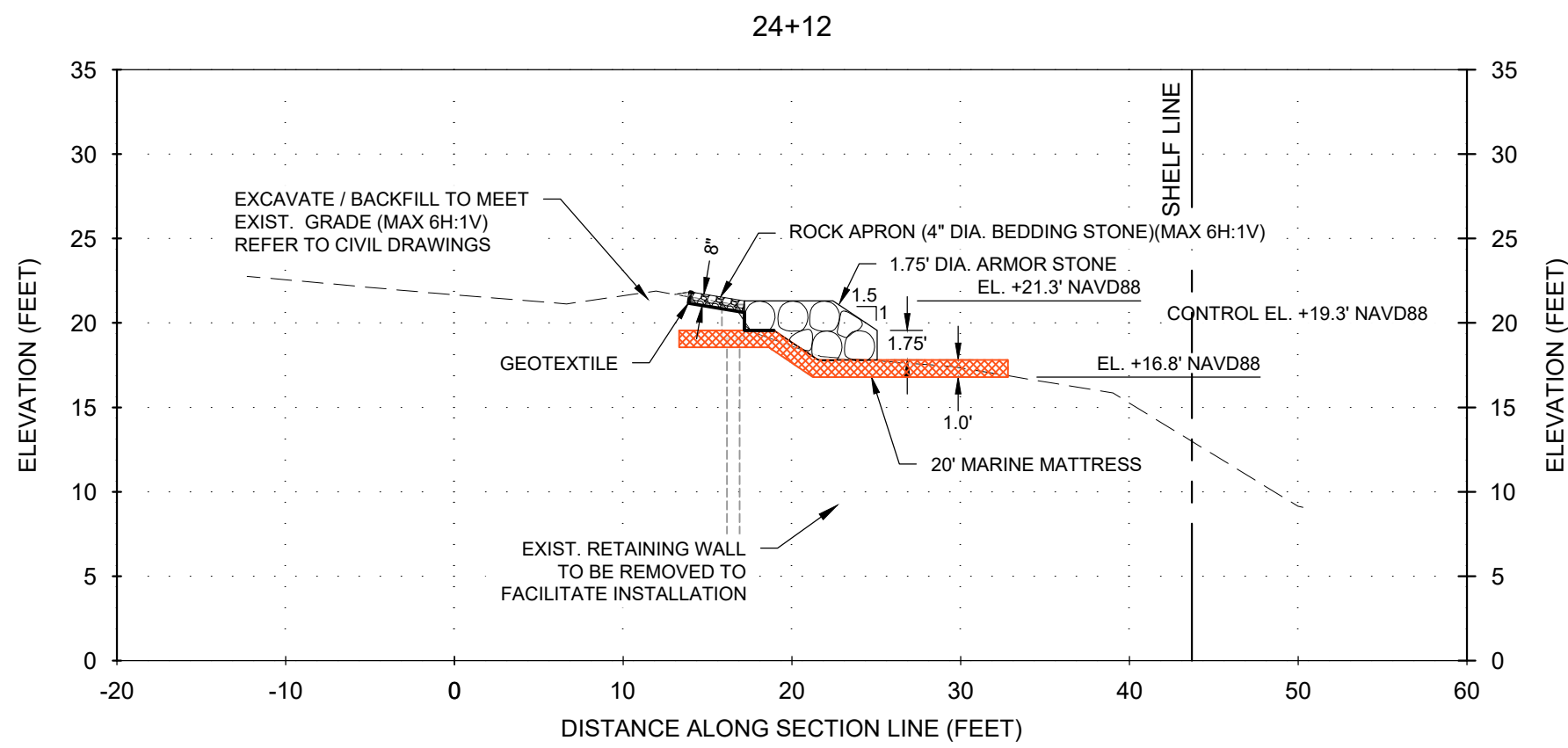
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1	10/07/2025		

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SHEET TITLE
CROSS SECTION
(1 OF 3)

CM-2.1

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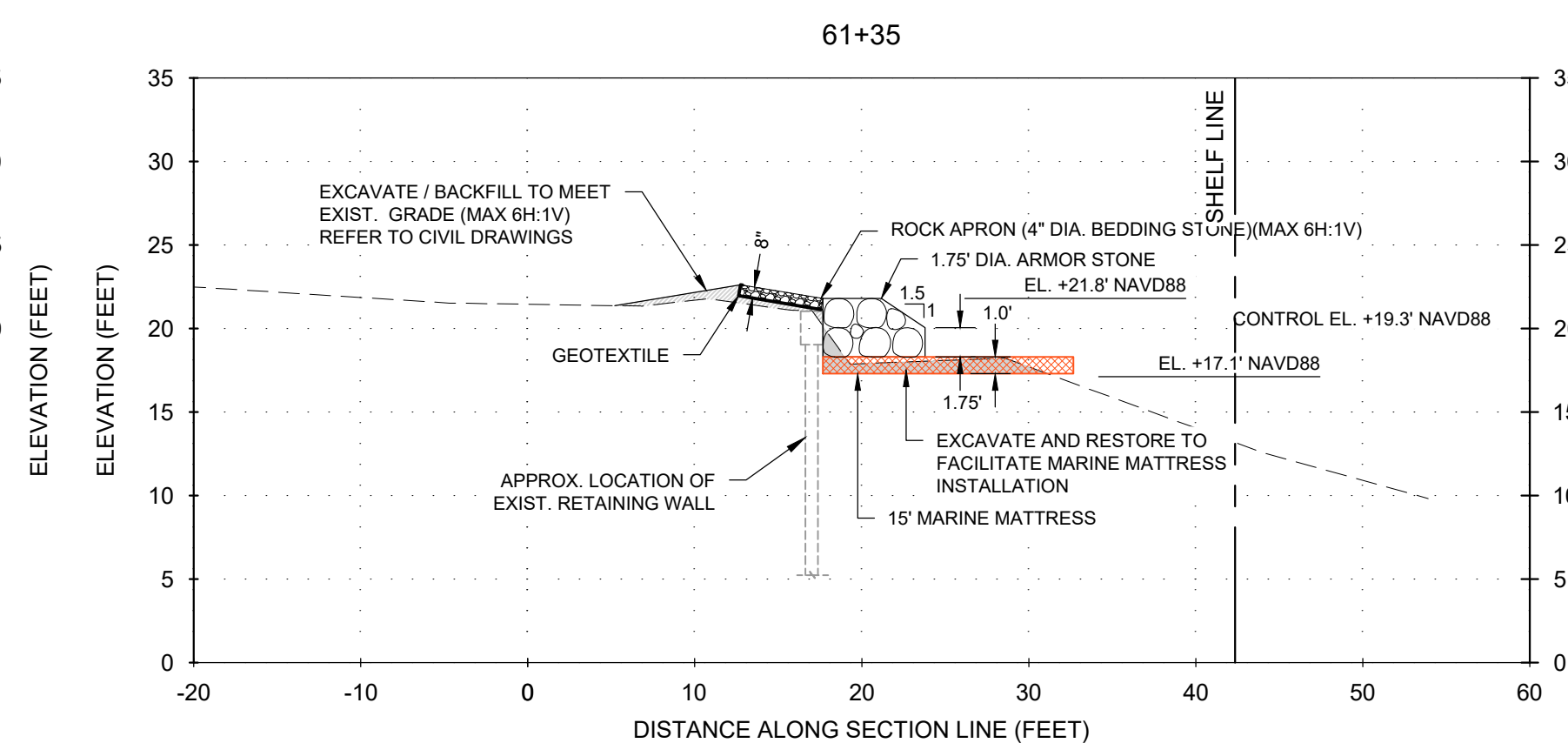
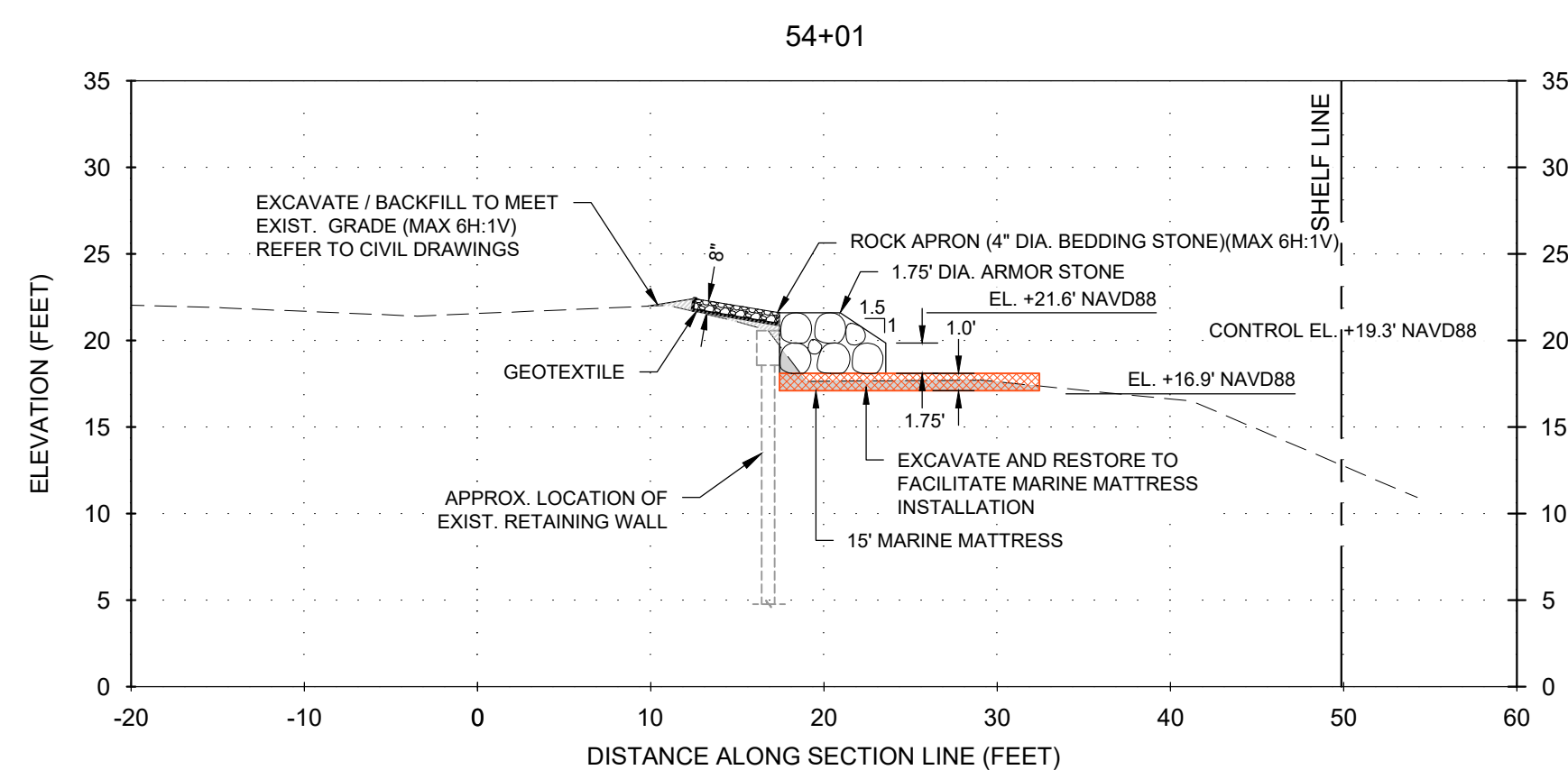
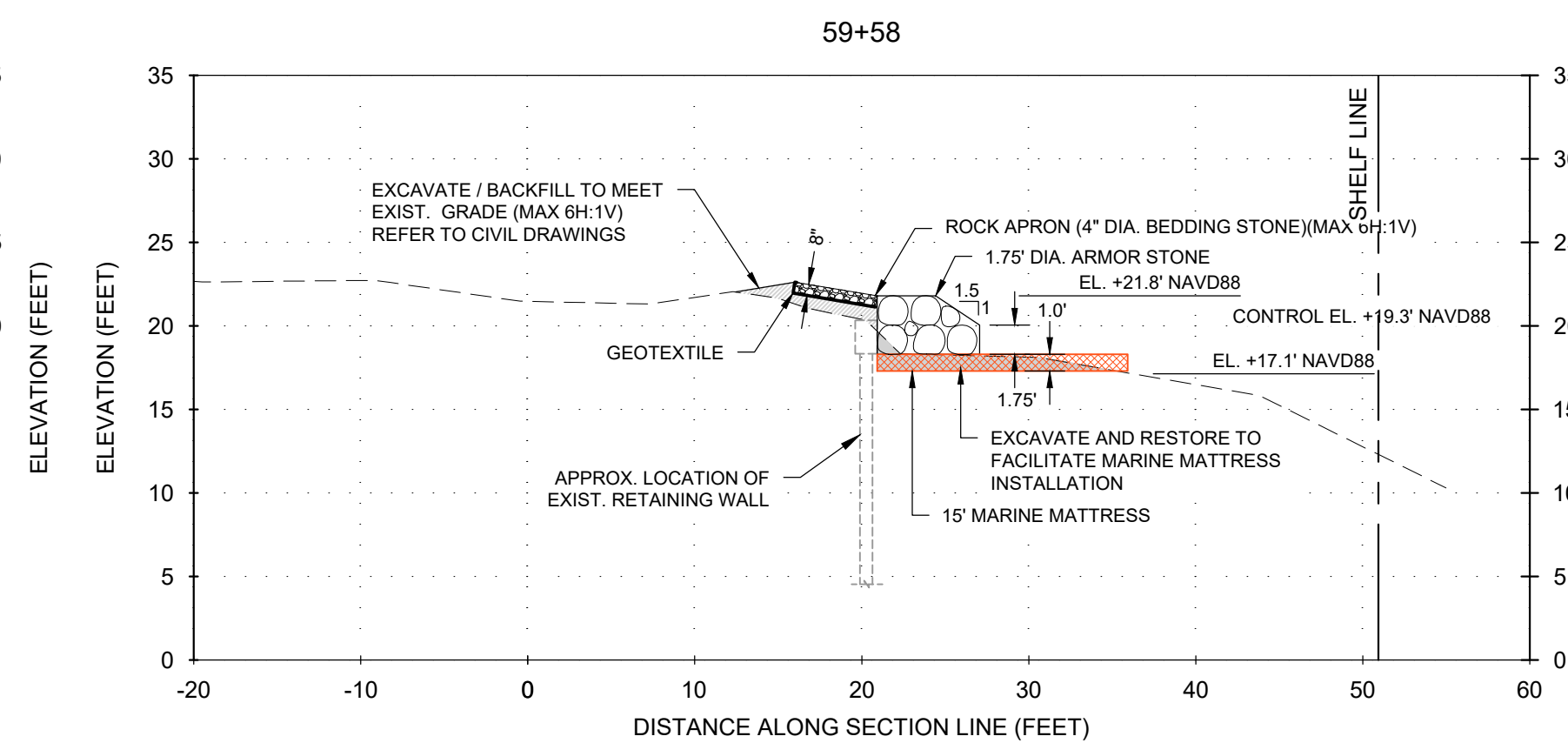
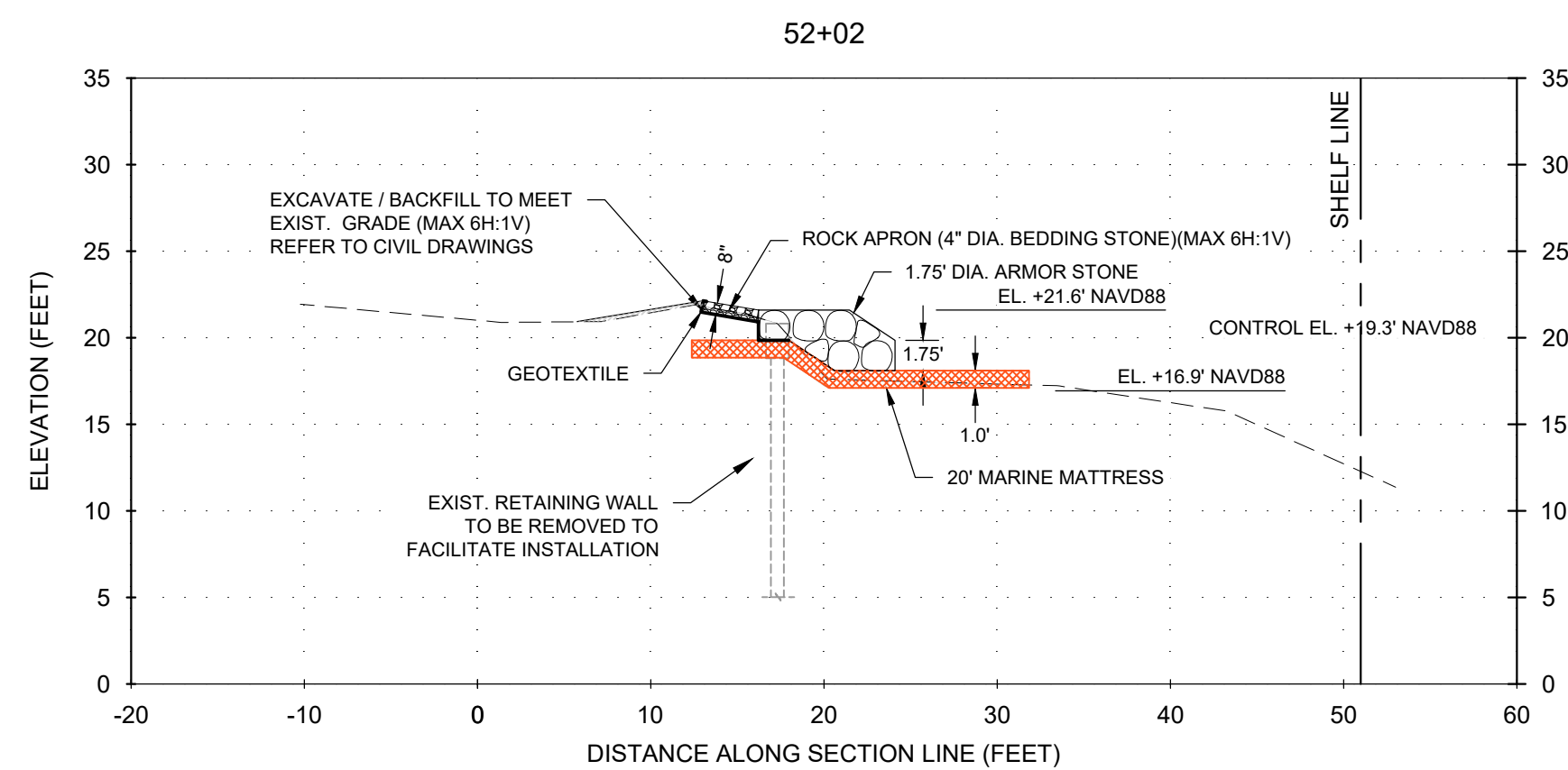
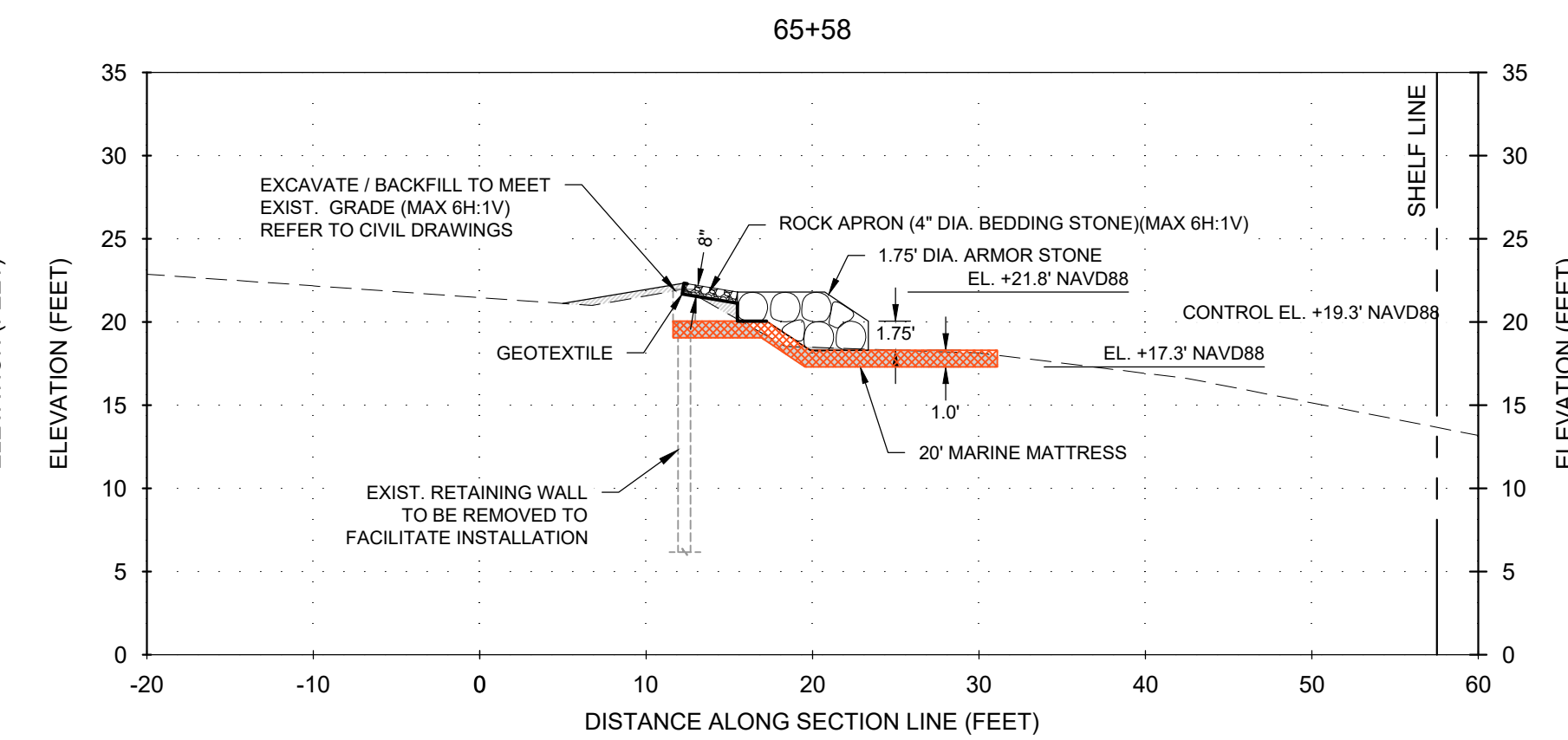
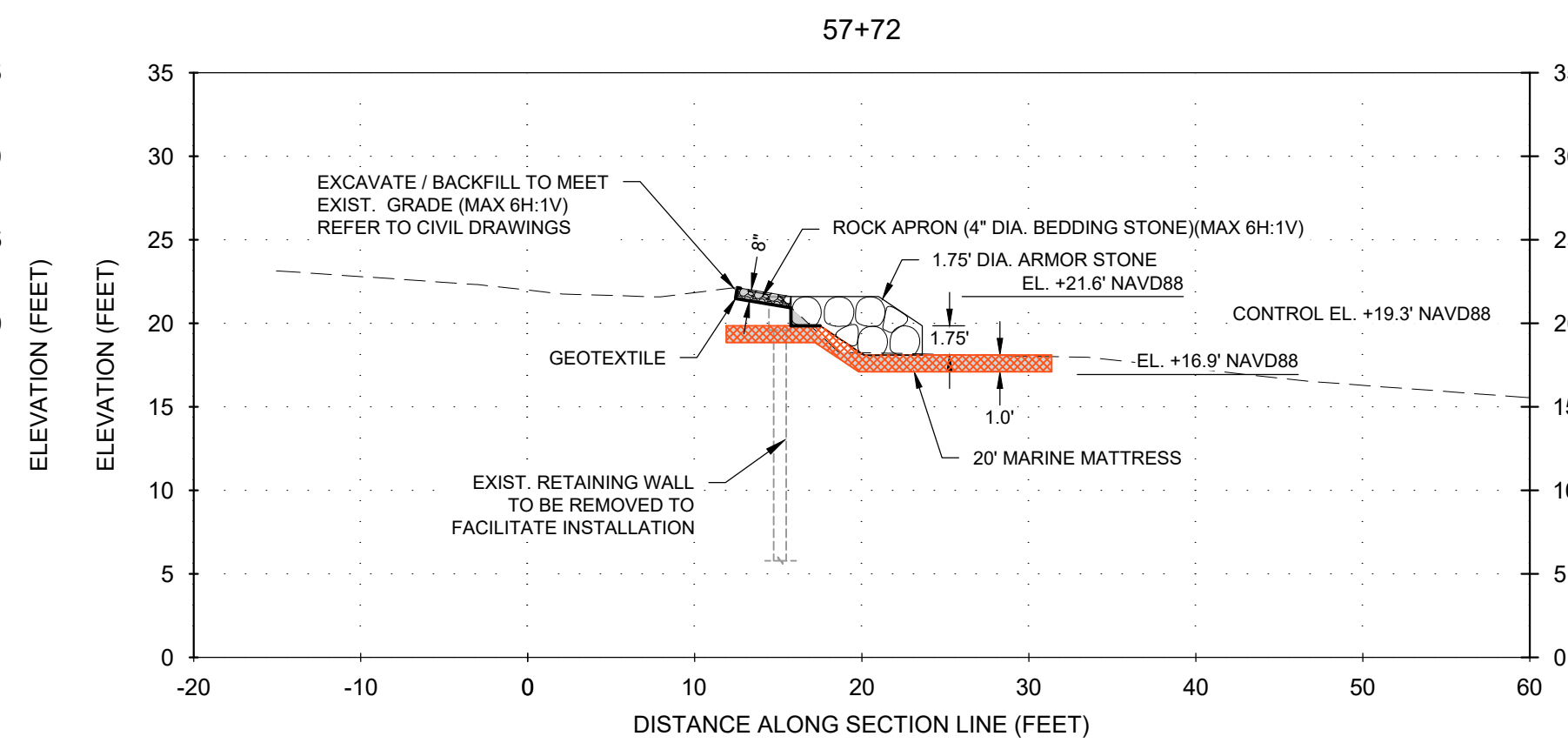
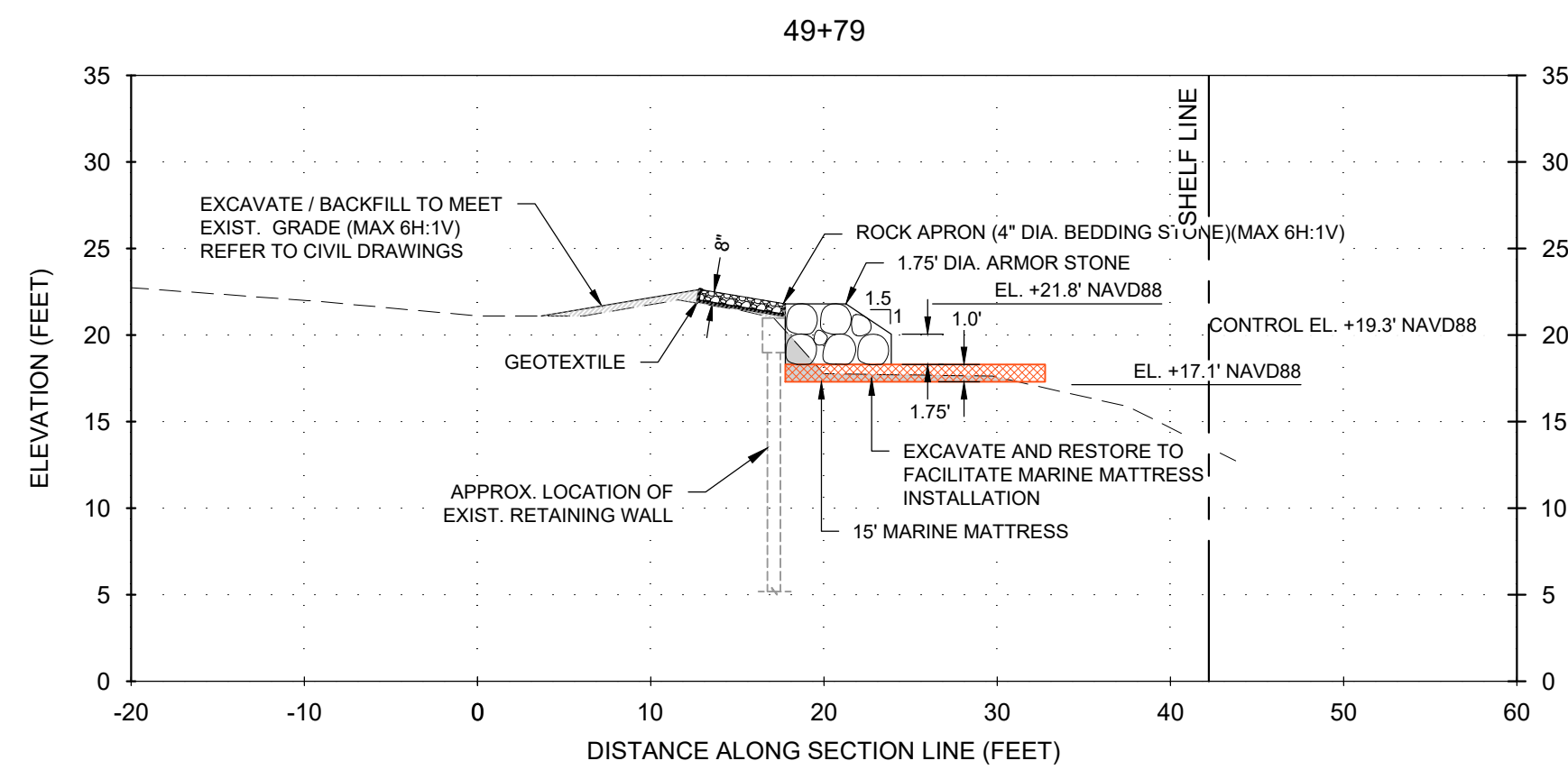
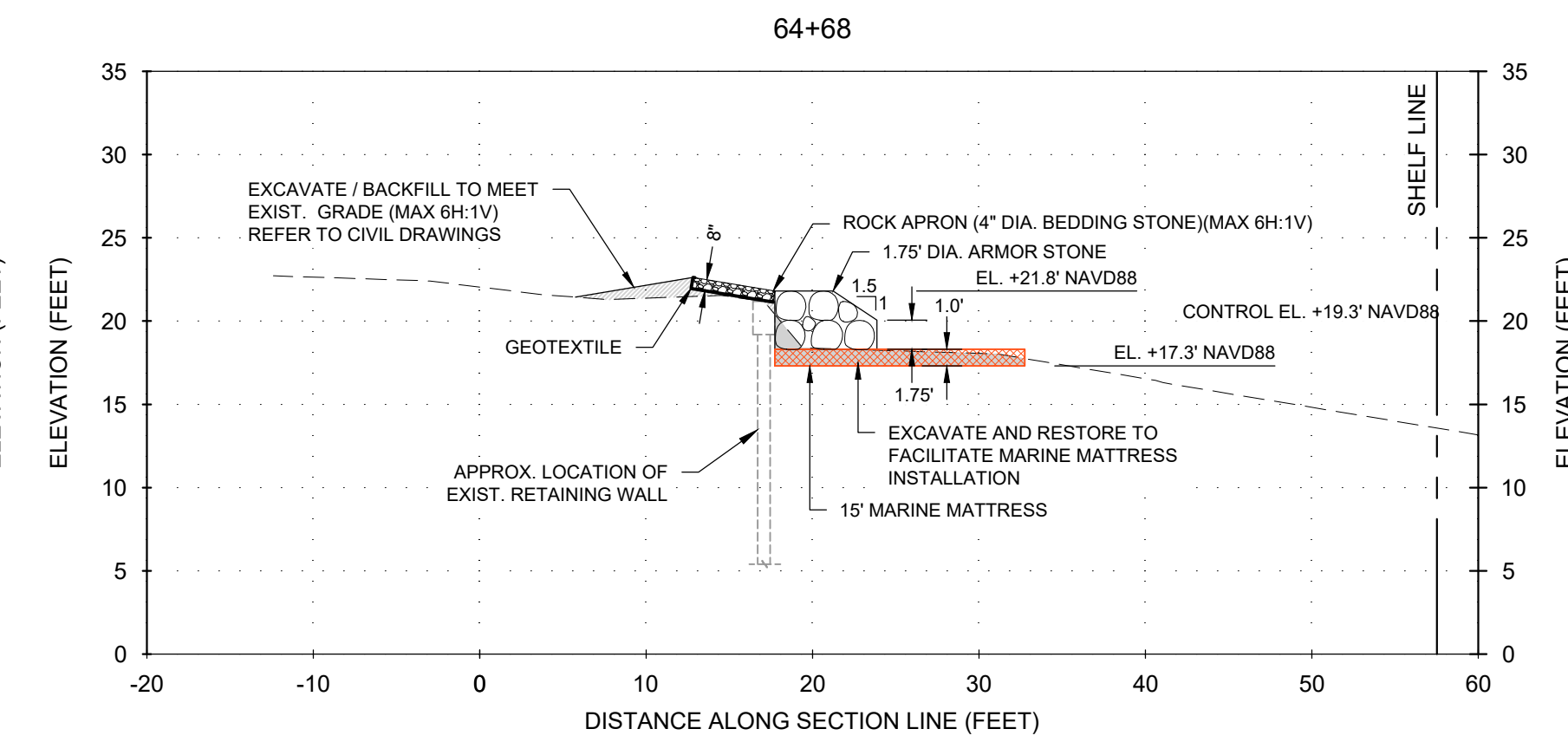
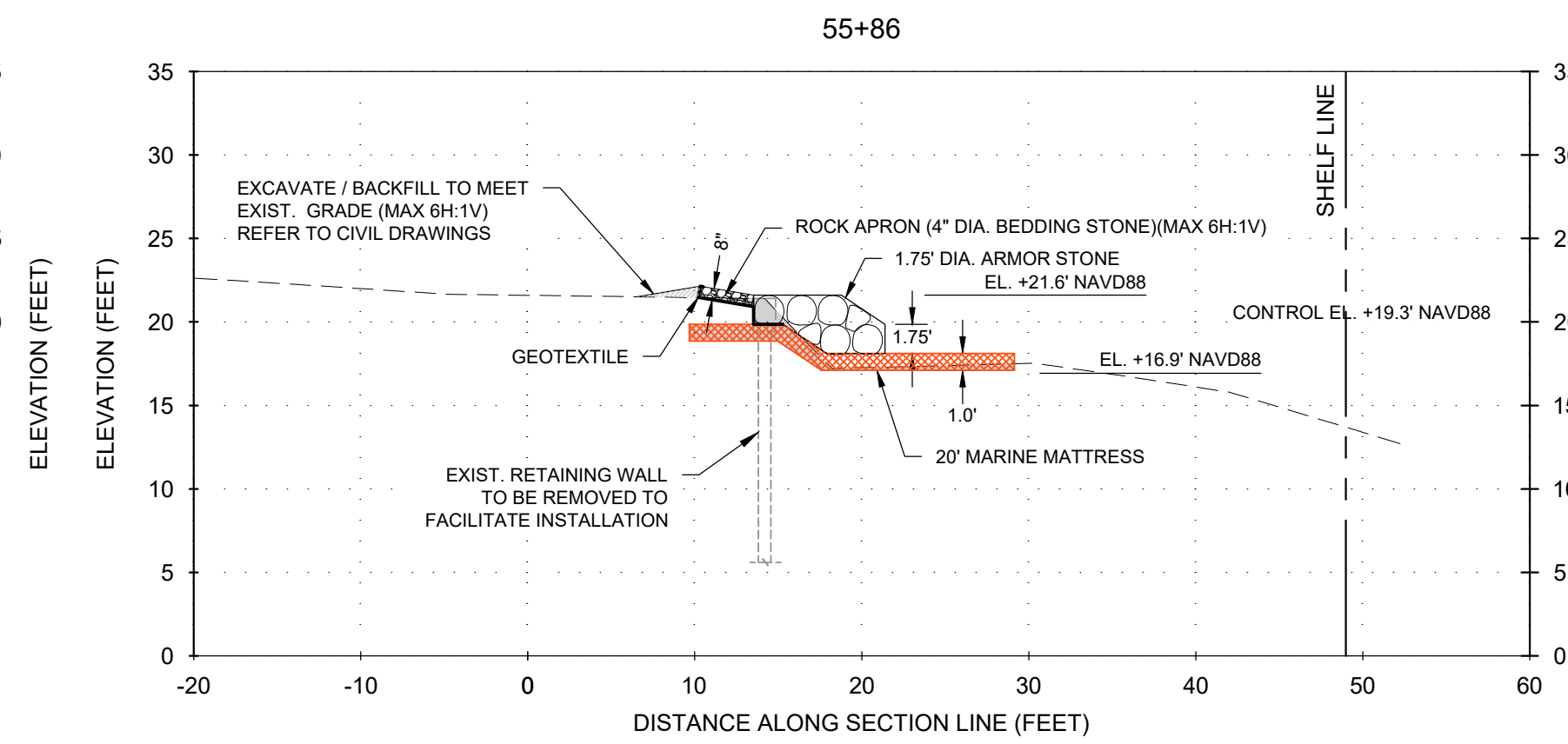
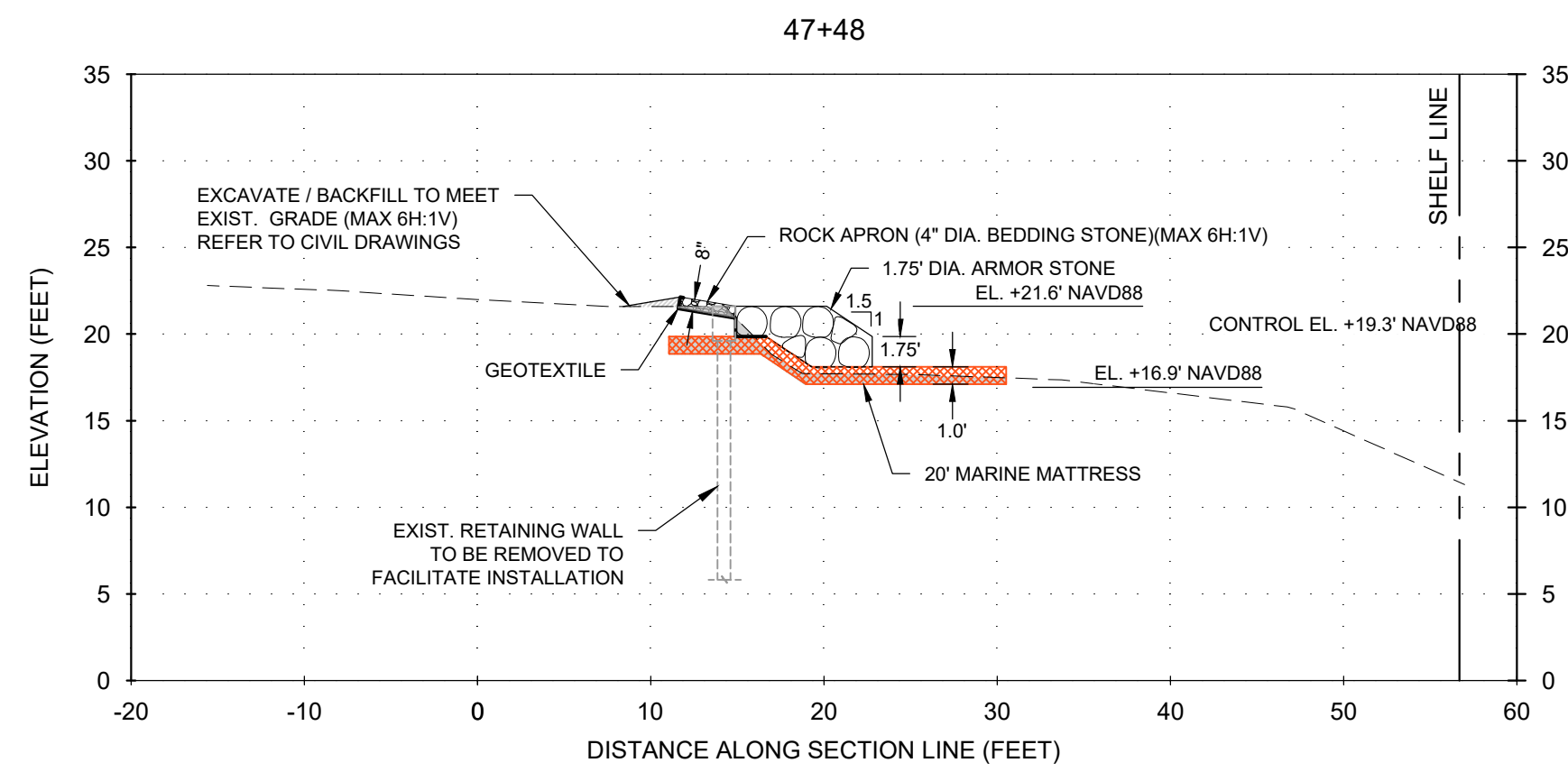
DATE	ISSUE	SUBMISSION / REVISION	
		PERMIT DRAWINGS	
10/07/2025	1		

CC PROJECT NO: 126600
DRAWN GK
CHECKED JPC
SCALE REFERS TO 22X34 SHEET

SHEET TITLE

CROSS SECTION
(2 OF 3)

CM-2.2



NOTES:

1. SURVEY PERFORMED BY : BARRACO AND ASSOCIATES, DATED DECEMBER 17 & 18, 2024.
2. VERTICAL DATUM IS NORTH AMERICAN DATUM 1988 (NAVD88)



PROJECT:
BLUE LAKE SHORELINE
STABILIZATION

ADDRESS:
18701/18731 WILDBLUE BLVD
FORT MYERS, FL, 33913

CLIENT:
BLUE LAKE COMMUNITY
DEVELOPMENT
DISTRICT

ADDRESS:
27499 RIVERVIEW CENTER BLVD.,
#253
BONITA SPRINGS, FL 34134

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

CUMMINS | CEDERBERG
Coastal & Marine Engineering

SEAL:

[illegible]

CC PROJECT NO:	126600
DRAWN	GK
CHECKED	JPC
SCALE	REFERS TO 22X34 SHEET

CROSS SECTION
(3 OF 3)

CM-2.3

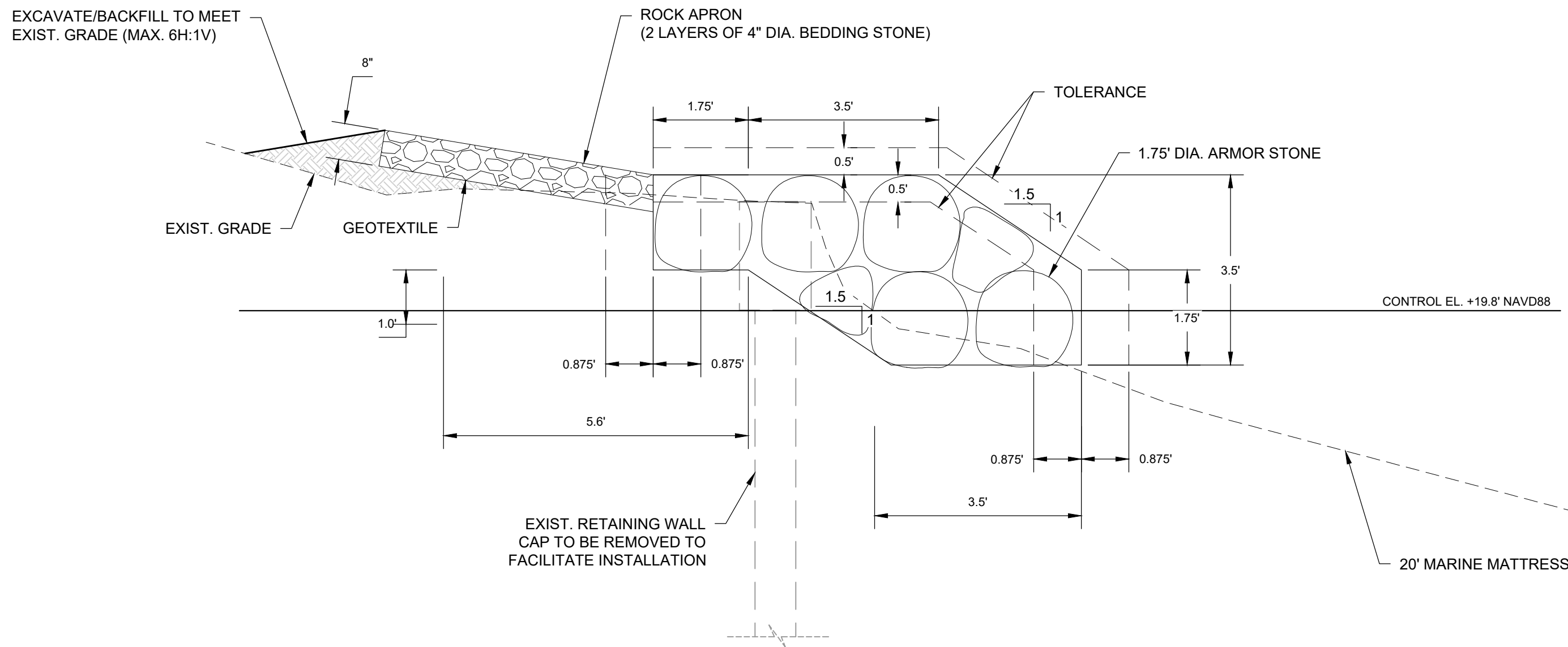
Coastal & Marine Engineering

[illegible]

SHEET TITLE

ROCK REVETMENT
TYPICAL SECTIONS

0 5 10
GRAPHIC SCALE IN FT



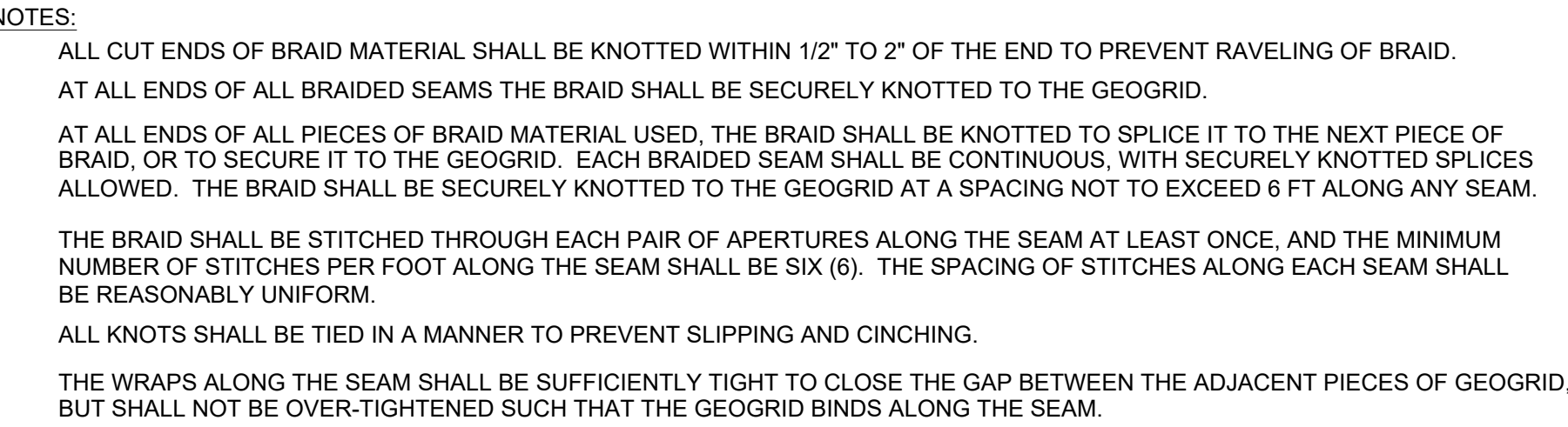


Diagram illustrating the cross-section of a stone-filled mattress structure, showing the following components and details:

- GEOGRID LIFTING TABS ON EACH END BEYOND FILLED PORTION OF MATTRESS**
- 20' TO 30' TYP. (FILLED PORTION) WITH 12" MATTRESS THICKNESS**
- LIFTING TAB (TYP.)**
- TOP**
- BOTTOM**
- SIDE**
- STONE FILL**
- END**
- DIAPHRAGM**
- (A) INDICATES BODKIN CONNECTION USING 3/8" DIAMETER HDPE BODKIN ROD**
- (B) INDICATES BRAIDED SEAM USING 3/16" DIAMETER HIGH UV HDPE BRAID**
- (B) VERTICAL SEAM, TYPICAL AT THE 4 CORNERS**

TRITON® COASTAL & WATERWAY SYSTEMS

(2025-10-07)P 126600 BLUE LAKE SHORLINE.DWG



Tensar International Corporation | 2500 Northwinds Parkway, Suite 500 | Alpharetta, Georgia 30009
Toll Free: 1-888-828-5126 | Phone: 770-344-2090 | Fax: 770 344-2089 | www.tensarcorp.com

TYPICAL SPACING OF DIAPHRAGMS IS EVERY THREE APERTURE LENGTHS. A SHORTER SPACING MAY BE USED IN ORDER TO MATCH THE REQUIRED MATTRESS LENGTH. LENGTH OF END PIECES AND INTERNAL DIAPHRAGMS PIECES SHALL BE: FOR 12" (FILLED) MATTRESS THICKNESS: 2 GRID APERTURES LONG

3/8" DIA BODKINS RODS INSTALLED (TOP
BOTTOM OF MATTRESS) AND SECURED
POSITION

EXPANDED SECTION
AT DIAPHRAGM

TOP GRID

END OF DIAPHRAGM GRID

BOTTOM GRID

3/8" BODKIN

ONE EDGE OF EACH
SIDE PIECE
BRAIDED TO UNIT

MACHINE / ROLL DIRECTION OF
UX GRID FOR TOP, BOTTOM,
AND SIDES.

WIDTH OF GRID PIECE USED TO FORM EACH
SIDE SHALL BE EQUAL TO FILLED
THICKNESS OF MATTRESS

MACHINE / ROLL
DIRECTION OF UX
GRID FOR ENDS AND
DIAPHRAGMS.

ENDS, TOP, BOTTOM, SIDES AND ANY EXTRA LENGTH USED FOR LIFTING OR ANCHORING PURPOSES SHALL BE COMPOSED OF TENSAR UXTRITON 200 GEOGRID.

INTERNAL DIAPHRAGMS SHALL BE COMPOSED OF TENSAR UXTRITON 100 GEOGRID.

NOMINAL WIDTH OF UNITS: 5FT (FILLED), 4.3 FT (UNFILLED).

TYPICAL THICKNESS (FILLED): 12 INCHES

PLASTIC CABLE TIES MAY BE USED TO SECURE BODKIN CONNECTORS IN POSITION PRIOR TO TENSIONING OR FILLING OF MATTRESS UNITS.

THIS DRAWING IS BASED UPON SPECIFIC PROPERTIES OF TENSAR PRODUCTS (GEOGRIDS, DRAINAGE COMPOSITES AND EROSION MEDIA), WHICH ARE PROPRIETARY TO TENSAR CORPORATION 1210 CITIZENS PARKWAY, MORROW, GA. 30260 AND ARE PROTECTED BY US AND INTERNATIONAL PATENTS, AND LICENSING AGREEMENTS. YOUR USE OF THE INFORMATION CONSTITUTES YOUR ACKNOWLEDGMENT OF THE PROPRIETARY NATURE OF THESE DRAWINGS AND THE TECHNOLOGY.

PROJECT:
BLUE LAKE SHORELINE
STABILIZATION

ADDRESS:
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FORT MYERS, FL, 33913

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CUMMINS | CEDERBERG
Coastal & Marine Engineering

SEAL:

[illegible]

CC PROJECT NO:	126600
DRAWN	GK
CHECKED	JPC
SCALE	REFERS TO 22X34 SHEET

MARINE MATTRESS DETAILS

CM-3.0

Blue Lake CDD
Phase 1 Rec Lake Restoration Schedule

ID	Task Name	% Complete	Duration	Start	Finish	May	June	July	August	September	October	November	December	January	February	March	April	May
1	Phase 1 Restoration Timeline	48%	412 d	Mon 5/12/25	Sat 6/27/26													
2	Phase 1 Restoration Design	98%	129 d	Mon 5/12/25	Wed 9/17/25													
3	60% Construction Set Design	100%	86 d	Mon 5/12/25	Tue 8/5/25													
4	Prepare 60% Construction Plans for Review (Cummins Cedarberg)	100%	86 d	Mon 5/12/25	Tue 8/5/25													
5	90% Construction Set Design	95%	63 d	Wed 8/6/25	Tue 10/7/25													
6	Prepare 90% Construction Plans for Review (Cummins Cedarberg)	95%	63 d	Wed 8/6/25	Tue 10/7/25													
7	Phase 1 Permitting	60%	190 d	Mon 6/9/25	Mon 12/15/25													
8	Lee County Administrative Amendment (ADD2025-00173)	70%	156 d	Mon 6/9/25	Tue 11/11/25													
9	Pre-submission meeting with Lee County staff	100%	11 d	Mon 6/9/25	Thu 6/19/25													
10	Initial AA Submission (BAI)	100%	49 d	Fri 6/27/25	Thu 8/14/25													
11	Lee County AA Initial Review	100%	32 d	Fri 8/15/25	Mon 9/15/25													
12	Review Lee County AA RAI and First Resubmission (BAI)	50%	25 d	Tue 9/16/25	Fri 10/10/25													
13	Lee County AA Review and Approval	0%	30 d	Sat 10/11/25	Sun 11/9/25													
14	Permit Issued	0%	2 d	Mon 11/10/25	Tue 11/11/25													
15	Lee County Limited Review Development Order (LDO2025-00593)	52%	190 d	Mon 6/9/25	Mon 12/15/25													
16	Pre-submission meeting with Lee County staff	100%	11 d	Mon 6/9/25	Thu 6/19/25													
17	Initial LDO Submission (BAI)	100%	37 d	Wed 8/6/25	Thu 9/11/25													
18	Lee County LDO Initial Review	90%	31 d	Wed 9/10/25	Fri 10/10/25													
19	Review Lee County LDO RAI and First Resubmission (BAI)	0%	17 d	Sat 10/11/25	Mon 10/27/25													
20	Lee County LDO 2nd Review	0%	31 d	Tue 10/28/25	Thu 11/27/25													
21	Paperwork Resubmission (BAI) and LDO Approval	0%	14 d	Fri 11/28/25	Thu 12/11/25													
22	Permit Issued	0%	4 d	Fri 12/12/25	Mon 12/15/25													
23	SFWMD ERP Minor Modification (App No. 250911-56907)	58%	176 d	Mon 6/9/25	Mon 12/1/25													
24	Pre-submission meeting with SFWMD staff	100%	11 d	Mon 6/9/25	Thu 6/19/25													
25	Initial ERP Minor Mod Submission (BAI)	100%	37 d	Wed 8/6/25	Thu 9/11/25													
26	SFWMD Initial Review	90%	31 d	Wed 9/10/25	Fri 10/10/25													
27	Review SFWMD RAI and First Resubmission (BAI)	0%	17 d	Sat 10/11/25	Mon 10/27/25													
28	SFWMD Resubmission Review and Approval	0%	31 d	Tue 10/28/25	Thu 11/27/25													
29	Permit Issued	0%	4 d	Fri 11/28/25	Mon 12/1/25													
30	Phase 1 Construction Services	29%	412 d	Mon 5/12/25	Sat 6/27/26													
31	Phase 1 Technical Specifications (Cummins Cedarberg - concurrent to construction plan design)	95%	82 d	Mon 5/12/25	Fri 8/1/25													
32	Optional - Obtain updated Order of Magnitude pricing (based on 60% design)	95%	14 d	Wed 8/6/25	Tue 8/19/25													
33	Prepare Project Manual and Bid Documents (Cummins Cedarberg - based on 90% design)	75%	7 d	Wed 10/8/25	Tue 10/14/25													
34	Review and Finalize Bid Documents (concurrent to construction plans)	50%	14 d	Tue 10/14/25	Mon 10/27/25													
35	Send Request for Proposals (RFP) Phase 1	0%	1 d	Wed 10/29/25	Wed 10/29/25													
36	Phase 1 Bidding Coordination (Pre-bid, review and respond to questions, etc.)	0%	48 d	Thu 10/30/25	Tue 12/16/25													
37	Phase 1 Bid Reviews and Recommendations	0%	14 d	Wed 12/17/25	Tue 12/30/25													
38	Phase 1 Contract Award and Construction Commencement	0%	4 d	Wed 12/31/25	Sat 1/3/26													
39	Phase 1 Construction Duration	0%	175 d	Sun 1/4/26	Sat 6/27/26													
40	Phase 1 Financing	14%	205 d	Mon 5/12/25	Tue 12/2/25													
41	Obtain Initial Financing (Interest Only)	100%	2 d	Mon 5/12/25	Tue 5/13/25													
42	Prepare Supplemental Engineer Report	100%	22 d	Fri 9/12/25	Fri 10/3/25													
43	Prepare Supplemental Methodology Report	0%	21 d	Sat 10/4/25	Fri 10/24/25													
44	Obtain Bond Financing (Long Term)	0%	121 d	Mon 8/4/25	Tue 12/2/25													

Prepared by:

Wesley S. Haber, Esq.

Kutak Rock LLP

107 W. College Ave.

Tallahassee, Florida 32301

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF OBLIGATION TO REPAIR RETAINING WALL

THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF OBLIGATION TO REPAIR RETAINING WALL (this “**Agreement**”) is effective as of _____, 2025 (the “**Effective Date**”), by _____ and _____ (include both names if husband and wife), whose mailing address is _____ (“**Homeowners**”), together with their successors and assigns, and Blue Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”).

RECITALS

WHEREAS, Homeowners own the real property more particularly described on **Exhibit A** and incorporated herein by reference (the “**Property**”), which is located within the District;

WHEREAS, the District is undertaking a construction project to repair the retaining wall located around the lake located on the property identified as “Tract L of VistaBlue Phase 3, a subdivision according to the plat thereof as recorded in Official Records Instrument Number 2020000261359, public records of Lee County, Florida” (the “**Project**”); and

WHEREAS, a portion of the retaining wall subject to the Project is located directly behind the Property, as depicted on **Exhibit B** attached hereto (the “**Wall Section**”); and

WHEREAS, Homeowners own a dock that extends into the lake and over the Wall Section (the “**Dock**”); and

WHEREAS, the plans and specifications (the “**Plans**”) for the Project contemplate that the Wall Section will be strengthened and fortified to protect against damage that may be caused by the recreational use of the lake, weather events, or other events outside the District’s control; and

WHEREAS, the District is unable to execute the Project on the Wall Section in accordance with the Plans if the Homeowners do not, at their sole cost and expense, remove the Dock for the duration of the Project; and

WHEREAS, Homeowners were given the option to either: 1) remove the Dock; or 2) forego the District executing the Project on the Wall Section in accordance with the Plans and instead have the District perform a repair to the Wall Section described in alternative plans and specifications, which alternative is not as strong as the repair described in the Plans (the “**Alternative Plans**”); and

WHEREAS, Homeowners were given the opportunity to review the Plans and the Alternative Plans; and

WHEREAS, Homeowners have opted to not remove the Dock and have the District perform the repairs to the Wall Section described in the Alternative Plans (“**Homeowners’ Decision**”); and

WHEREAS, as a condition to the District agreeing to the Homeowners’ Decision, the District requires that the Homeowners enter into this Agreement.

AGREEMENT

NOW THEREFORE, in exchange for the District agreeing to the Homeowners Decision, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. HOMEOWNERS ACKNOWLEDGE AND AGREE THAT WE ARE AWARE AND UNDERSTAND THAT HAVING THE WALL SECTION REPAIRED IN ACCORDANCE WITH THE ALTERNATIVE PLANS MAY RESULT IN THE WALL SECTION AND THE PROPERTY BEING AT A HIGHER RISK OF DAMAGE CAUSED BY RECREATIONAL USE OF THE LAKE, WEATHER EVENTS, OR OTHER EVENTS OUTSIDE THE DISTRICT’S CONTROL. WE ACKNOWLEDGE THAT WE HAD THE OPPORTUNITY TO REVIEW BOTH THE PLANS AND THE ALTERNATIVE PLANS AND ARE VOLUNTARILY CHOOSING TO HAVE THE DISTRICT PERFORM THE REPAIRS TO THE WALL SECTION DESCRIBED IN THE ALTERNATIVE PLANS AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM SUCH DECISION.

SECTION 3. Homeowners hereby agree that, should the Wall Section, or portions of the wall immediately adjacent to the Wall Section and extending for ____ feet (the “**Adjoining Sections**”), be damaged for any reason outside the District’s control including, but not limited to, wave action caused by the recreational use of the lake or weather events, we shall repair the Wall Section and the Adjoining Sections (“**Wall Section Repair**”). The obligation of the Homeowners or their successors and assigns to make any Wall Section Repair shall remain throughout the term of this Agreement, at any point a Wall Section Repair is needed. For purposes of this Agreement, the Wall Section shall be considered damaged if the District’s Engineer determines, in his or her reasonable professional opinion, that the Wall Section is in such condition that it will not function for its intended purpose, or that such condition results in the District being non-compliant with any applicable permit, law, or regulation governing the Wall Section, without being repaired. Homeowners shall be obligated to obtain the District’s written consent, which consent shall not be unreasonable withheld, prior to performing the Wall Section Repair and the Wall Section Repair shall be performed by Homeowner within ____ days of Homeowners’ receipt of the District’s consent. Should Homeowners fail to perform the Wall Section Repair within the timeframe set forth herein, or in a manner that is reasonably acceptable to the District, the District shall have the right, but not the obligation, to perform the Wall Section Repair and Homeowners shall be obligated to fully reimburse the District for the cost of the Wall Section Repair undertaken by the District.

SECTION 4. Homeowners expressly waive and release any and all claims, now or hereafter known, against the District, and its Supervisors, agents, affiliates, successors, and assigns (collectively, “**Releasees**”), arising out of or attributable to Homeowners’ Decision. Homeowners covenant not to make or bring any such claim against the District or any other Releasee, and forever release and discharge the District and all other Releasees from liability under such claims.

SECTION 5. Homeowners shall defend, indemnify, and hold harmless the District and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the District or any other Releasees in a final non-appealable judgment arising out of or resulting from any claim of a third party related to the Homeowners’ Decision.

SECTION 6. Nothing in this Agreement shall be deemed as a waiver of the District’s sovereign immunity or the District’s limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. The District agrees to perform the repairs described in the Alternative Plans to the Wall Section.

SECTION 8. The obligations and liabilities of the Homeowners hereunder shall be joint and several.

SECTION 9. Homeowners acknowledge that the District is relying on this Agreement and that the District would not have agreed to Homeowners' Decision and chosen to perform the repairs described in the Alternative Plans without it.

SECTION 10. This Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of laws principals.

SECTION 11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. Executed copies may be delivered by facsimile, email, PDF copy or other mean of electronic transmission and, upon receipt, shall be deemed originals and binding on the parties hereto.

SECTION 12. Homeowners have full authority and power to enter into this Agreement and to perform their respective obligations hereunder. The Property is owned by Homeowners and no one else.

SECTION 13. If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be impacted thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. Should any action be brought arising out of this Agreement, the parties to such action waive any right to a trial by jury.

SECTION 15. Time is of the essence in the occurrence of all events, and the performance of all obligations hereunder.

SECTION 16. This Agreement shall run with and bind the Property for an initial term of fifty (50) years from the date this Agreement is recorded in the public records. At the end of the initial term, this Agreement shall be automatically renewed without any action by the parties hereto or their respective successors or assigns for successive terms of twenty (20) years. This Agreement may not be amended or terminated without the consent of the owner of the Project.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE HOMEOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS AND ASSIGNS IN INTEREST. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS AGREEMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS AGREEMENT.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, each party below has executed this Release and Waiver of Liability and Assumption of Obligation to Repair Retaining Wall effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Homeowners:

Witness #1 Signature

Witness #1 Printed Name _____

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, by _____ and _____, who are personally known to me or who has produced _____ as identification.

[AFFIX SEAL]

NOTARY PUBLIC

Print Name:_____

My commission expires:_____

Signed, sealed and delivered
in the presence of:

BLUE LAKE COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose
government organized pursuant to Chapter
190, Florida Statutes

Witnesses:

Witness #1 Signature

By: _____

Witness #1 Printed Name

Name: _____

Witness #1 Address

Its: _____

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of physical presence, this ____ day of _____, 2025 by _____ as _____ of the Blue Lake Community Development District, a local unit of special purpose government organized pursuant to Chapter 190, Florida Statutes, on behalf of the District, who is _____ personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print Name:

Commission No.: _____

My Commission Expires: _____

Exhibit A
Property

Exhibit B
Wall Section

10

**UPDATE ON MAP OF MAINTENANCE
RESPONSIBILITIES/OWNERSHIP**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

Blue Lake
Community Development District

**Financial Report For
September 2025**

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
SEPTEMBER 2025**

	Annual Budget 10/1/24 - 9/30/25	Actual Sep-25	Year To Date Actual 10/1/24 - 9/30/25
REVENUES			
O & M Assessments	581,132	0	581,661
Debt Assessments	661,941	0	661,942
Other Revenues	480	0	0
Interest Income	0	0	9,847
Line of Credit Proceeds	0	0	0
Total Revenues	\$ 1,243,553	\$ -	\$ 1,253,450
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	12,000	600	6,400
Payroll Taxes (Employer)	960	46	490
Management	30,576	2,548	30,576
Legal	40,000	0	17,319
Legal Extraordinary - Retaining Wall, Etc.	0	0	94,209
Assessment Roll	4,000	4,000	4,000
Audit Fees	4,100	0	3,800
Arbitrage Rebate Fee	650	0	650
Insurance	13,610	0	12,850
Legal Advertisements	6,000	0	3,776
Miscellaneous	2,000	221	3,025
Postage	700	59	1,162
Office Supplies	1,050	64	1,829
Dues & Subscriptions	175	0	175
Trustee Fee	4,050	0	4,246
Continuing Disclosure Fee	1,000	350	350
Deficit Funding (FY 2022/2023)	41,373	0	0
Total Administrative Expenditures	162,244	7,888	184,857
Maintenance Expenditures			
Engineering/Inspections	40,000	7,738	50,251
Engineering Extraordinary - Retaining Wall	0	0	77,119
Mitigation Monitoring	138,500	0	211,353
Lake Maintenance	60,000	2,866	45,196
Flow Way Inspection Certification	5,000	0	0
Detention Area Maintenance	36,000	3,011	35,441
Miscellaneous Maintenance (Fence Repairs, Stabilization Analysis, etc.)	55,000	0	50,162
Maintenance Reserve	50,000	0	0
Vista Dry Retention Area	0	0	3,900
Capital Outlay - Lake Bank	0	0	0
Construction Costs	0	25,550	25,550
Total Maintenance Expenditures	384,500	39,165	498,972
Total Expenditures	\$ 546,744	\$ 47,053	\$ 683,829
REVENUES LESS EXPENDITURES	\$ 696,809	\$ (47,053)	\$ 569,621
Bond Payments	(623,875)	0	(636,903)
BALANCE	\$ 72,934	\$ (47,053)	\$ (67,282)
County Appraiser & Tax Collector Fee	(24,312)	0	(1,201)
Discounts For Early Payments	(48,622)	0	(45,820)
EXCESS/ (SHORTFALL)	\$ -	\$ (47,053)	\$ (114,303)
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (47,053)	\$ (114,303)

Note - Draw From Lake Bank Repair Project Line Of Credit: \$133,400.

Bank Balance As Of 9/30/25	\$ 181,548.62
Accounts Payable As Of 9/30/25	\$ 54,333.70
Line of Credit As Of 9/30/25	\$ 133,400.00
Accounts Receivable As Of 9/30/25	\$ -
Available Funds As Of 9/30/25	\$ (6,185.08)

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
									\$1,243,075.32	\$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	4	Lee County Tax Collector	12/30/24	NAV Taxes	\$ 66,092.31			\$ (2,536.35)	\$ 63,555.96	\$ 30,898.11	\$ 35,194.20	\$ 29,712.36	\$ 33,843.60	\$ 33,843.60
6	5	Lee County Tax Collector	01/15/25	NAV Taxes	\$ 44,524.43			\$ (1,335.75)	\$ 43,188.68	\$ 20,815.13	\$ 23,709.30	\$ 20,190.63	\$ 22,998.05	\$ 22,998.05
7	6	Lee County Tax Collector	02/13/25	NAV Taxes	\$ 52,127.12			\$ (1,164.35)	\$ 50,962.77	\$ 24,369.42	\$ 27,757.70	\$ 23,825.07	\$ 27,137.70	\$ 27,137.70
8	7	Lee County Tax Collector	03/13/25	NAV Taxes	\$ 20,389.88			\$ (263.31)	\$ 20,126.57	\$ 9,532.23	\$ 10,857.65	\$ 9,409.12	\$ 10,717.45	\$ 10,717.45
9	8	Lee County Tax Collector	04/11/25	NAV Taxes	\$ 30,689.37				\$ 30,689.37	\$ 14,347.27	\$ 16,342.10	\$ 14,347.27	\$ 16,342.10	\$ 16,342.10
10	9	Lee County Tax Collector	05/15/25	NAV Taxes/Interest	\$ 3,819.36	\$ 114.58			\$ 3,933.94	\$ 1,900.09	\$ 2,033.85	\$ 1,900.09	\$ 2,033.85	\$ 2,033.85
11	10	Lee County Tax Collector	06/11/25	NAV Taxes/Interest	\$ 5,407.68	\$ 162.24			\$ 5,569.92	\$ 2,690.32	\$ 2,879.60	\$ 2,690.32	\$ 2,879.60	\$ 2,879.60
12	11	Lee County Tax Collector	07/15/25	NAV Taxes/Interest	\$ 8,377.52	\$ 251.31			\$ 8,628.83	\$ 4,163.53	\$ 4,465.30	\$ 4,163.53	\$ 4,465.30	\$ 4,465.30
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
					\$ 1,243,075.32	\$ 528.13	\$ (1,201.32)	\$ (45,820.48)	\$ 1,196,581.65	\$ 581,661.35	\$ 661,942.10	\$ 559,678.25	\$ 636,903.40	\$ 636,903.40

Assessment Roll	
O&M	581,134.32
Debt	661,941.00
	<u>1,243,075.32</u>

Collections	
100.00%	

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.

\$ 1,243,075.32	
\$ 528.13	\$ 1,196,581.65
\$ (581,661.35)	\$ (559,678.25)
\$ (661,942.10)	\$ (636,903.40)
\$ -	\$ -

From: Chris Hasty <chrishastycdd@gmail.com>
Sent: Monday, September 22, 2025 4:33 PM
To: Kathleen Meneely <kmeneely@sdsinc.org>
Subject: future resignation

Dear Kathleen -

Although not required, I intend to resign from my position on the Blue Lake CDD in the near future due to my change in employment.

My term runs until November 2026, but I would suggest the board follow its prior procedure and notice for applicants now, rather than after my resignation, to fill the remainder of my term.

This board is made up of fairly new members and has had some issues with quorums. My suggestion would help ensure a smooth transition takes place and alleviate the time it takes to obtain/review resumes of interested parties after my departure.

-Chris