



**BLUE LAKE
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING'S
AUGUST 25, 2026
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 & PUBLIC HEARING'S
August 25, 2026
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. July 28, 2026 Regular Board Meeting.....Page 2
- F. Comments from the Public for Items on the Agenda
- G. **Public Hearing – Revised Rules of Procedure**
 - 1. Proof of Publication.....Page 7
 - 2. Receive Public Comments on Revised Rules of Procedure
 - 3. Consider Resolution No. 2026-03 – Adopting Revised Rules of Procedure.....Page 9
- H. **Public Hearing – Fiscal Year 2026/2027 Final Budget**
 - 1. Proof of Publication.....Page 12
 - 2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget
 - 3. Consider Resolution No. 2026-04 – Adopting a Fiscal Year 2026/2027 Final Budget.....Page 13
 - 4. Consider Resolution No. 2026-05 – Assessment Resolution Fiscal Year 2026/2027.....Page 21
- I. New Business
 - 1. Update on Status of Litigation/Mediation Meeting
 - 2. Update on Gurley Fant Invoice Review
 - 3. Taylor Engineering Invoice Review
 - 4. Update on Cummins Cederberg Phase 2 Options
 - 5. Consider Approval of Agreement between the District and Premier Lakes, Inc. for Annual Lake Management.....Page 25
 - 6. Consider Resolution No. 2026-06 – Adopting a Fiscal Year 2026/2027 Meeting Schedule.....Page 48
- J. Old Business
 - 1. Lake Bank Project Update
- K. Administrative Matters
 - 1. Engineer’s Report
 - 2. Attorney’s Report

3. Manager’s Report

a. Financials.....Page 50

b. Next Meeting – September 8, 2026 & September 22, 2026

L. Comments from the Public for Items Not on the Agenda

M. Board Member Comments

N. Attorney-Client Session.....Page 53

O. Adjourn

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Blue Lake Comm. Development
2501 Burns RD
Suite A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

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

NDN Naples Daily News 07/31/2026, 08/07/2026
NDN naplesnews.com 07/31/2026, 08/07/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/07/2026

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown

5-15-27

My commission expires

Publication Cost: \$567.50
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BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026/2027 BUDGET & REGULAR BOARD OF MEETING

The Board of Supervisors ("Board") of the Blue Lake Community Development District ("District") will hold a public hearing on August 25, 2026, at 3:00 p.m. at the WildBlue Social Building located at 18721 Wild Blue Boulevard, Ft. Myers, Florida 33913. The public hearing is to be held for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning October 1, 2026, through September 30, 2027 ("Fiscal Year 2026/2027"). A regular board meeting of the District will also be held at that time when the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, Special District Services, Inc., 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 33134, (561) 630-4922 and/or toll free at 1-877-737-4922 ("District Manager's Office"), during normal business hours.

The public hearing and meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, 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 these meetings because of a disability or physical impairment should contact the District Manager's Office at 561-630-4922 and/or toll free at 1-877-737-4922 at least forty-eight (48) hours prior to the 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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing and/or 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.

Kathleen Dailey
District Manager
7/31, 8/7/2026

NANCY HEYRMAN
Notary Public
State of Wisconsin

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JULY 28, 2026
Call- In: (800) 743-4099 Passcode: 7423990 (for residents)**

A. CALL TO ORDER

The July 28, 2026, Regular Board Meeting of the Blue Lake Community Development District (the “District”) was called to order at 3:00 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 July 17, 2026, as legally required.

C. ESTABLISH A QUORUM

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

Chairman	Terry Vette	Present
Supervisor	David Bello	Present
Supervisor	Paul Marsjanik	Present

Also present were the following Staff Members:

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

Also present were:

Bill Kurth of Premier Lakes, and residents Sydell Nusbaum, Donald and Maren Bobrow, Matt and Joann Robbins, Michael and Patti Langer, Linda Jones, Bob Kudlacik, Davin Geddeis, Mark Nelson, Jim Spalding, John Reis, James Towgood, Cindy Harris and others via telephone.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. APPROVAL OF MINUTES

1. June 9, 2026, Regular Board Meeting

The minutes of the June 9, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Vette, seconded by Mr. Marsjanik and unanimously passed approving the minutes of the June 9, 2026, Regular Board Meeting, as presented.

2. June 23, 2026, Regular Board Meeting

The minutes of the June 23, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Bello, seconded by Mr. Vette and passed unanimously approving the minutes of the June 23, 2026, Regular Board Meeting, as presented.

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

Discussion ensued regarding the order of agenda items and pending litigation matters.

G. NEW BUSINESS

1. Status of Litigation

a. Update on Lennar Negotiations

Discussion ensued regarding the status of litigation and ongoing negotiations with Lennar.

b. Consider Mediation Meeting

The Board discussed ongoing settlement negotiations and approved participation in a mediation involving all parties scheduled for September 16, 2026.

A **motion** was made by Mr. Vette, seconded by Mr. Marsjanik and unanimously passed authorizing Supervisor David Bello to represent the District at the mediation, with any proposed settlement to be returned to the Board for final consideration and approval.

2. Update on Litigation Attorney's Motion to Withdraw as Counsel

A **motion** was made by Mr. Vette, seconded by Mr. Bello and passed unanimously authorizing Andy Langster to investigate the billing and invoices submitted by Gurley Fant.

A **motion** was then made by Mr. Vette, seconded by Mr. Marsjanik and passed unanimously accepting Gurley Fant's withdrawal as litigation counsel.

3. Discussion Regarding Hiring New Litigation Attorney

The Board discussed proposals for replacement litigation counsel following Gurley Fant's withdrawal. Mr. Bello reviewed the qualifications of Goede, DeBoest & Cross, noting the firm's extensive experience in construction defect and hurricane-related litigation, prior representation in litigation involving Lennar, and its estimate that litigation costs would be substantially lower than those previously projected.

A **motion** was made by Mr. Bello, seconded by Mr. Vette and unanimously passed approving the engagement of Goede, DeBoest & Cross as the District's new litigation counsel, including the required \$10,000 retainer.

4. Consider Notice to Cancel Services with Solitude Lake Management

The Board discussed ongoing concerns with the performance of Solitude Lake Management and the transition to a new maintenance provider.

A **motion** was made by Mr. Bello, seconded by Mr. Vette and unanimously passed directing staff to notify Solitude Lake Management of their termination of services in accordance with the terms of the agreement.

5. Consider Proposals for Lake & Detention Maintenance & Fence Treatment

Michael Langer reported that he had met with the firms and believed Premier Lakes offered the strongest combination of experience and cost effectiveness. Bill Kurth, Vice President of Premier Lakes, reviewed his 43 years of lake management experience, including prior management of the lakes within WildBlue and Blue Lake. He explained that Premier Lakes' initial focus would include improving the health of the littoral plantings, which help stabilize the shoreline and reduce future erosion, and addressing torpedo grass while lake levels allowed for more effective treatment. The Board approved Premier Lakes for lake, detention and fence maintenance.

H. OLD BUSINESS

1. Lake Bank Project Update

The Board received an update on the lake bank restoration project. Staff reported that work continued to move forward with coordination among the District's engineer, contractors, and legal counsel. Discussion included the status of permitting, project sequencing, shoreline stabilization efforts, and coordination with Lennar regarding the remaining responsibilities. The Board emphasized the importance of maintaining project momentum while continuing to monitor costs and construction progress.

2. Update on Line of Credit Payment & Other Budget Considerations

Manager Meneely provided a brief update on the District's line of credit, advising that Seacoast Bank was reviewing a modification that would spread repayment of the amount currently drawn over the remaining term of the note. Discussion then focused on the proposed FY 2027 budget and the upcoming budget public hearing. The Board discussed the \$400,000 currently budgeted for litigation expenses in light of the change in litigation counsel and noted that the amount could be reduced at the public hearing if additional information supported doing so, but could not be increased. The Board also discussed the availability of unspent current-year litigation funds, anticipated costs associated with the lake bank repairs, and the need to consider those factors together as the budget is finalized. The Board agreed to maintain the proposed budget as currently presented pending additional information prior to the public hearing. No formal action was taken.

I. ADMINISTRATIVE MATTERS

1. Engineer's Report

Mr. Barraco went over the equalizer pipe cleaning (just under \$14,000) and rip rap improvements (approximately \$16,700), for a total of \$30,700 by Crocker Land Development, LLC.

A **motion** was made by Mr. Bello, seconded by Mr. Vette and passed unanimously approving the work.

2. Attorney's Report

Mr. Haber had nothing further.

3. Manager's Report

a. Financials

The financials were presented. There were no questions from the Board Members.

b. Next Meetings – August 11, 2026 and August 25, 2026

The Board canceled the August 11 meeting, confirmed August 25 as the next meeting, and by consensus of the Board, agreed to Shade Session dates of August 25 and September 22, 2026.

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

Matt Robbins asked whether mediation would be non-binding and asked about timing for approval of any agreement reached through mediation. Counsel explained the process.

K. CONSIDER APPOINTMENTS TO BOARD VACANCIES

1. Consider Seating New Board Member

Matt Robbins reviewed updates to his resume. Ms. Meneely noted the Board had previously heard presentations from the remaining candidates. Mr. Bello stated that Michael Langer's lake expertise would be an asset to the Board.

A motion was made by Mr. Bello, seconded by Mr. Marsjanik and passed unanimously appointing Michael Langer to Seat 4.

2. Administer Oath of Office and Review Board Member Responsibilities & Duties

Ms. Meneely administered the Oath of Office to Michael Langer. District Counsel Wes Haber reviewed the Sunshine Law, Public Records Law, Code of Ethics, Form 1 financial disclosure requirements, and the responsibilities and duties of Board Members.

L. BOARD MEMBER COMMENTS

Mr. Bello suggested that Mr. Langer serve as Board liaison for Premier Lakes, FGCU and Preserve maintenance. A consensus of the Board agreed.

Discussion ensued regarding unpermitted vegetation and dumping behind 13537 Blue Bay Circle. The Board agreed the homeowner should pay for removal and, if appropriate, District Counsel should send a violation letter.

M. ATTORNEY-CLIENT SESSION

The Attorney-Client Session was cancelled.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Langer, seconded by Mr. Vette and passed unanimously adjourning the Regular Board Meeting at 5:30 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

AFFIDAVIT OF PUBLICATION

Laura Archer
Blue Lake Comm. Development
2501 Burns RD
Suite A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

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

NDN Naples Daily News 07/21/2026
NDN naplesnews.com 07/21/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/21/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$288.16

Tax Amount: \$0.00

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KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Blue Lake Community Development District ("District") hereby gives notice of its intention to develop revised Rules of Procedure to govern the operations of the District. The proposed rule number is 2026-1.

The revised Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the revised Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the proposed revised Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the proposed revised Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes.

A copy of the proposed revised Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Special District Services LLC, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (the "District Manager's Office"). Kathleen Meleeny, District Manager Blue Lake Community Development District
www.bluelakecdd.org
PUBLISH: NAPLES DAILY NEWS
07/21/26



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Blue Lake Comm. Development
2501 Burns RD
Suite A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

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NDN naplesnews.com 07/28/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/28/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires _____

Publication Cost: \$444.96

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NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF RULEMAKING
REGARDING THE REVISED RULES
OF PROCEDURE OF THE
BLUE LAKE COMMUNITY
DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 192, Board Minutes, the Silver Lake Community Development District (the "District") hereby gives the public notice of its intent to adopt its proposed revised Rules of Procedure (the "Proposed Rule"). The Proposed Rule number is 1026.1. Prior notice of rule development relative to the Proposed Rule was published in the *Miami Daily News* on July 21, 2023.

A public hearing will be conducted by the Board of Supervisors (the "Board") District 10 on August 26, 2026, at 1:00 p.m., at Wild Horse Social Building located at 18725 Middleburg Boulevard, Fort Myers, Florida 33913 (relative to the adoption of the Proposed Rule, Paragraph 16, Sections 190.01(1)(5) and 190.01(2)(3), Florida Statutes, the Proposed Rule and that require legislative ratification.

The summary of purpose and effect of the revised Rules of Procedure is to provide for efficient and effective contact operations and ensure compliance with the recent changes in Island law. The specific grant of swimming authority for the adoption of the Proposed Rule includes Sections 190.012, 190.013, 190.014, 190.015, 190.016, 190.017, 190.018, 190.019, 190.020, 190.021, 190.022, 190.023, 190.024, 190.025, 190.026, 190.027, 190.028, 190.029, 190.030, 190.031, 190.032, 190.033, 190.034, 190.035, 190.036, 190.037, 190.038, 190.039, 190.040, 190.041, 190.042, 190.043, 190.044, 190.045, 190.046, 190.047, 190.048, 190.049, 190.050, 190.051, 190.052, 190.053, 190.054, 190.055, 190.056, 190.057, 190.058, 190.059, 190.060, 190.061, 190.062, 190.063, 190.064, 190.065, 190.066, 190.067, 190.068, 190.069, 190.070, 190.071, 190.072, 190.073, 190.074, 190.075, 190.076, 190.077, 190.078, 190.079, 190.080, 190.081, 190.082, 190.083, 190.084, 190.085, 190.086, 190.087, 190.088, 190.089, 190.090, 190.091, 190.092, 190.093, 190.094, 190.095, 190.096, 190.097, 190.098, 190.099, 190.100, 190.101, 190.102, 190.103, 190.104, 190.105, 190.106, 190.107, 190.108, 190.109, 190.110, 190.111, 190.112, 190.113, 190.114, 190.115, 190.116, 190.117, 190.118, 190.119, 190.120, 190.121, 190.122, 190.123, 190.124, 190.125, 190.126, 190.127, 190.128, 190.129, 190.130, 190.131, 190.132, 190.133, 190.134, 190.135, 190.136, 190.137, 190.138, 190.139, 190.140, 190.141, 190.142, 190.143, 190.144, 190.145, 190.146, 190.147, 190.148, 190.149, 190.150, 190.151, 190.152, 190.153, 190.154, 190.155, 190.156, 190.157, 190.158, 190.159, 190.160, 190.161, 190.162, 190.163, 190.164, 190.165, 190.166, 190.167, 190.168, 190.169, 190.170, 190.171, 190.172, 190.173, 190.174, 190.175, 190.176, 190.177, 190.178, 190.179, 190.180, 190.181, 190.182, 190.183, 190.184, 190.185, 190.186, 190.187, 190.188, 190.189, 190.190, 190.191, 190.192, 190.193, 190.194, 190.195, 190.196, 190.197, 190.198, 190.199, 190.200, 190.201, 190.202, 190.203, 190.204, 190.205, 190.206, 190.207, 190.208, 190.209, 190.210, 190.211, 190.212, 190.213, 190.214, 190.215, 190.216, 190.217, 190.218, 190.219, 190.220, 190.221, 190.222, 190.223, 190.224, 190.225, 190.226, 190.227, 190.228, 190.229, 190.230, 190.231, 190.232, 190.233, 190.234, 190.235, 190.236, 190.237, 190.238, 190.239, 190.240, 190.241, 190.242, 190.243, 190.244, 190.245, 190.246, 190.247, 190.248, 190.249, 190.250, 190.251, 190.252, 190.253, 190.254, 190.255, 190.256, 190.257, 190.258, 190.259, 190.260, 190.261, 190.262, 190.263, 190.264, 190.265, 190.266, 190.267, 190.268, 190.269, 190.270, 190.271, 190.272, 190.273, 190.274, 190.275, 190.276, 190.277, 190.278, 190.279, 190.280, 190.281, 190.282, 190.283, 190.284, 190.285, 190.286, 190.287, 190.288, 190.289, 190.290, 190.291, 190.292, 190.293, 190.294, 190.295, 190.296, 190.297, 190.298, 190.299, 190.300, 190.301, 190.302, 190.303, 190.304, 190.305, 190.306, 190.307, 190.308, 190.309, 190.310, 190.311, 190.312, 190.313, 190.314, 190.315, 190.316, 190.317, 190.318, 190.319, 190.320, 190.321, 190.322, 190.323, 190.324, 190.325, 190.326, 190.327, 190.328, 190.329, 190.330, 190.331, 190.332, 190.333, 190.334, 190.335, 190.336, 190.337, 190.338, 190.339, 190.340, 190.341, 190.342, 190.343, 190.344, 190.345, 190.346, 190.347, 190.348, 190.349, 190.350, 190.351, 190.352, 190.353, 190.354, 190.355, 190.356, 190.357, 190.358, 190.359, 190.360, 190.361, 190.362, 190.363, 190.364, 190.365, 190.366, 190.367, 190.368, 190.369, 190.370, 190.371, 190.372, 190.373, 190.374, 190.375, 190.376, 190.377, 190.378, 190.379, 190.380, 190.381, 190.382, 190.383, 190.384, 190.385, 190.386, 190.387, 190.388, 190.389, 190.390, 190.391, 190.392, 190.393, 190.394, 190.395, 190.396, 190.397, 190.398, 190.399, 190.400, 190.401, 190.402, 190.403, 190.404, 190.405, 190.406, 190.407, 190.408, 190.409, 190.410, 190.411, 190.412, 190.413, 190.414, 190.415, 190.416, 190.417, 190.418, 190.419, 190.420, 190.421, 190.422, 190.423, 190.424, 190.425, 190.426, 190.427, 190.428, 190.429, 190.430, 190.431, 190.432, 190.433, 190.434, 190.435, 190.436, 190.437, 190.438, 190.439, 190.440, 190.441, 190.442, 190.443, 190.444, 190.445, 190.446, 190.447, 190.448, 190.449, 190.450, 190.451, 190.452, 190.453, 190.454, 190.455, 190.456, 190.457, 190.458, 190.459, 190.460, 190.46

A statement of estimated regulatory costs, as defined in Section 120.54(1), Florida Statutes, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida

Statute must do so in writing within twenty (20) days after publication of this notice to the District Manager's Office. For more information regarding the public hearing, the Proposed Rule or for a copy of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager (or Special District Services LLC, 3504-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 990-4922 immediately) or contact any of the District Manager's Office).

This public hearing may be continued to a date, time, and place to be determined by the Board of Supervisors without additional notice. If the Board of Supervisors has any discussion of the Board with respect to any matter considered at the public hearing, the Board shall make a record of the proceedings and shall accordingly ensure that a transcript of the Board's discussion is made, which includes the substance of the discussion. The transcript of such appeal is to be kept at the public hearing, staff or supervisor's office, and may be accessed by speaker telephone.

Pursuant to the provisions of the Freedom of Information Act, any person requesting special accommodations for this hearing should do so because of a disability or physical impairment should contact the Department of Public Works, Room 408, 1000 N.W. 1st Avenue, 48 hours prior to the public hearing. If you are hearing or seeing impaired, please call the Florida Relay Service at 1-800-368-6868 for assistance in contacting the District Manager's office.

LARRY R. MENDLEY, District Manager
Blue Lake Community Development District

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 25th day of August, 2026.

ATTEST:

BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

Summary of Revisions to Rules of Procedure

Board governance rules were revised to add an express mandatory-voting provision

A present board member may not abstain from an official act except where a conflict exists or appears to exist under the cited ethics laws.

Expansion of public meeting notice requirements

Revise the standard for what qualifies as a newspaper of general circulation, tie annual meeting notices to Chapter 50 standards, and add a requirement to post the date, time, and place of each meeting, hearing, or workshop on the district website at least seven days in advance.

Broadening of budget amendment authority

Currently, the annual budget can be amended only by board action; the revised rules also permit amendment as provided in the resolution approving the budget.

Substantial overhaul of rulemaking procedures

The current rules contain a shorter process focused on notice, hearings, petitions, emergency rules, and challenges; the revised rules add detailed standards for what a rule must contain, statements of estimated regulatory costs, expanded notice content, timing rules, rule corrections and substantive changes, withdrawal procedures, website postings, rulemaking records, and more detailed challenge procedures.

Addition of formal procedures for withdrawal and correction of rules

These include withdrawal if adoption deadlines are missed, publication of withdrawal notices, quarterly website postings for delayed rulemaking notices, and a revised multi-year review process for existing rules with annual reports and completion deadlines.

Expansion of emergency rule procedures

The revised rules require website posting, specify required contents of emergency notices, set rules for duration and renewal, permit superseding emergency rules, allow technical corrections, and provide a repeal notice process.

Expansion of challenges to rules and post-protest review rights

The revised rules add more detailed deadlines and burdens for rule challenges and expressly provide for judicial review of final protest decisions in the county where the district is located.

Broadening of auditor-selection procedures

The revised rules expressly allow the district, for audits required under Chapter 189 but not meeting Chapter 218 thresholds, to proceed outside the formal auditor-selection procedures; they also expressly allow proposals to be submitted electronically or by hard copy and clarify that proposals need not be publicly opened at the submission deadline.

Modernization of notice and award procedures allowing electronic and website-based notice

Across consultant selection, auditor selection, prequalification, construction, design-build, goods, and maintenance services, the revised rules permit notice by e-mail with delivery/read receipt and, if authorized in the solicitation, website posting of intent-to-award notices.

Revisions to construction and purchasing provisions

The revised rules refer more consistently to counties rather than a single county or the district, and to allow e-mail notice in place of facsimile in several procurement steps. This change affects solicitation publication and direct notice procedures across prequalification, construction, design-build, goods, and maintenance procurement.

Tightening of bonding requirements for public works contracts

The current rule states that the board “should require” a payment and performance bond for covered contracts over \$200,000; the revised rule states that the board “shall require” such bond or other acceptable surety.

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Blue Lake Comm. Development
2501 Burns RD
Suite A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

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

NDN Naples Daily News 07/31/2026, 08/07/2026
NDN naplesnews.com 07/31/2026, 08/07/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/07/2026

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown

5-15-27

My commission expires

Publication Cost: \$567.50

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BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026/2027 BUDGET & REGULAR BOARD OF MEETING

The Board of Supervisors ("Board") of the Blue Lake Community Development District ("District") will hold a public hearing on August 25, 2026, at 3:00 p.m. at the WildBlue Social Building located at 18721 Wild Blue Boulevard, Ft. Myers, Florida 33913. The public hearing is to be held for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning October 1, 2026, through September 30, 2027 ("Fiscal Year 2026/2027"). A regular board meeting of the District will also be held at that time when the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, Special District Services, Inc., 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 33134, (561) 630-4922 and/or toll free at 1-877-737-4922 ("District Manager's Office"), during normal business hours.

The public hearing and meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, 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 these meetings because of a disability or physical impairment should contact the District Manager's Office at 561-630-4922 and/or toll free at 1-877-737-4922 at least forty-eight (48) hours prior to the 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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing and/or 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.

Kathleen Dailey
District Manager
7/31,8/7/2026

NANCY HEYRMAN
Notary Public
State of Wisconsin

RESOLUTION 2026-04
[FY 2026/2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2026/2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Blue Lake Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Blue Lake Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026/2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026/2027 or within 60 days following the end of the FY 2026/2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25th DAY OF AUGUST, 2026.

ATTEST:

**BLUE LAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026/2027 Budget

Blue Lake Community Development District

**Final Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

CONTENTS

- I FINAL BUDGET**
- II DETAILED FINAL BUDGET**
- III DETAILED FINAL DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

FINAL BUDGET
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O&M Assessments	1,110,298
Debt Assessments	663,697
Line Of Credit Assessments	26,478
Other Revenues	0
Other Revenues-Lake Bank Project-Line Of Credit	0
Interest Income	1,200
TOTAL REVENUES	\$ 1,801,673
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	6,000
Payroll Taxes (Employer)	480
Management	36,000
Legal	30,000
Legal Extraordinary - Retaining Wall	400,000
Assessment Roll	4,000
Audit Fees	6,000
Arbitrage Rebate Fee	650
Insurance	14,700
Legal Advertisements	6,000
Miscellaneous	3,993
Postage	900
Office Supplies	1,250
Dues & Subscriptions	175
Trustee Fees	4,250
Continuing Disclosure Fee	1,000
Deficit Funding (FY 2024/2025)	40,972
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 556,370
MAINTENANCE EXPENDITURES	
Engineering/Inspections	40,000
Engineering Extraordinary - Retaining Wall	75,000
Engineering Extraordinary - Construction Costs	0
Mitigation Monitoring	173,810
Lake Maintenance	60,000
Lake Bank Inspections	16,050
Lake Bank Repairs	30,000
Surface Water Management Inspections	17,550
Flow Way Inspection Certification	5,000
Detention Area Maintenance	36,000
Miscellaneous Maintenance	27,500
Capital Outlay - Lake Bank Expenditure	0
Perimter Fenceline Maintenance	7,600
Maintenance Reserve	0
TOTAL MAINTENANCE EXPENDITURES	\$ 488,510
Lake Bank Repair Project	0
Lake Bank Repair Project - Principal Payments	14,822
Lake Bank Repair Project - Interest Payments	10,067
TOTAL LAKE BANK PROJECT LOAN EXPENDITURES	\$ 24,889
TOTAL EXPENDITURES	1,069,769
REVENUES LESS EXPENDITURES	\$ 731,904
Bond Payments	(623,875)
BALANCE	\$ 108,029
County Appraiser & Tax Collector Fee	(36,010)
Discounts For Early Payments	(72,019)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O&M Assessments	584,018	1,260,500	1,110,298	Expenditures Less Interest/.94
Debt Assessments	661,942	663,697	663,697	Bond Payments/.94
Line Of Credit Assessments	0	720	26,478	Line Of Credit Payments/.94
Other Revenues	0	0	0	
Other Revenues-Lake Bank Project-Line Of Credit	122,100	0	0	Draws From Lake Bank Repair Project Line Of Credit
Interest Income	10,306	960	1,200	Interest Projected At \$100 Per Month
TOTAL REVENUES	\$ 1,378,366	\$ 1,925,877	\$ 1,801,673	
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	6,400	12,000	6,000	\$6,000 Decrease From 2025/2026 Budget
Payroll Taxes (Employer)	490	960	480	Projected At 8% Of Supervisor Fees
Management	30,576	31,452	36,000	Increased Due To Additional Services
Legal	19,094	40,000	30,000	\$10,000 Decrease From 2025/2026 Budget
Legal Extraordinary - Retaining Wall	108,151	500,000	400,000	\$100,000 Decrease From 2025/2026 Budget
Assessment Roll	4,000	4,000	4,000	As Per Contract
Audit Fees	3,800	5,200	6,000	Will Increase Due To Line Of Credit, Etc.
Arbitrage Rebate Fee	650	650	650	No Change From 2025/2026 Budget
Insurance	12,850	14,700	14,700	Fiscal Year 2025/2026 Expenditure Was \$12,231
Legal Advertisements	3,776	6,000	6,000	No Change From 2025/2026 Budget
Miscellaneous	3,025	3,993	3,993	Increased Due To Conference Calls
Postage	1,162	900	900	No Change From 2025/2026 Budget
Office Supplies	1,829	1,250	1,250	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	4,246	4,050	4,250	\$200 Increase From 2025/2026 Budget
Continuing Disclosure Fee	350	1,000	1,000	No Change From 2025/2026 Budget
Deficit Funding (FY 2024/2025)	0	0	40,972	Deficit Funding For 2024/2025 Shortfall
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 200,574	\$ 626,330	\$ 556,370	
MAINTENANCE EXPENDITURES				
Engineering/Inspections	50,251	40,000	40,000	No Change From 2025/2026 Budget
Engineering Extraordinary - Retaining Wall	86,884	125,000	75,000	\$50,000 Decrease From 2025/2026 Budget
Engineering Extraordinary - Construction Costs	25,550	0	0	
Mitigation Monitoring	211,353	138,500	173,810	\$35,310 Increase From 2025/2026 Budget
Lake Maintenance	45,196	60,000	60,000	No Change From 2025/2026 Budget
Lake Bank Inspections	0	0	16,050	Lake Bank Inspections
Lake Bank Repairs	0	0	30,000	Lake Bank Repairs
Surface Water Management Inspections	0	0	17,550	Surface Water Management Inspections
Flow Way Inspection Certification	0	5,000	5,000	No Change From 2025/2026 Budget
Detention Area Maintenance	35,441	36,000	36,000	No Change From 2025/2026 Budget
Miscellaneous Maintenance	66,392	55,000	27,500	Miscellaneous Maintenance
Capital Outlay - Lake Bank Expenditure	133,400	0	0	
Perimeter Fenceline Maintenance	0	0	7,600	Per Agreement With Premier Lakes, Inc.
Maintenance Reserve	0	100,000	0	Line Item Eliminated
TOTAL MAINTENANCE EXPENDITURES	\$ 654,467	\$ 559,500	\$ 488,510	
Lake Bank Repair Project				
Lake Bank Repair Project - Principal Payments	0	0	14,822	Principal Amount Based On Draw Of \$133,400
Lake Bank Repair Project - Interest Payments	0	677	10,067	Interest Amount Based On Draw Of \$133,400
TOTAL LAKE BANK PROJECT LOAN EXPENDITURES	\$ -	\$ 677	\$ 24,889	
TOTAL EXPENDITURES	855,041	1,186,507	1,069,769	
REVENUES LESS EXPENDITURES	\$ 523,325	\$ 739,370	\$ 731,904	
Bond Payments	(636,903)	(623,875)	(623,875)	2027 Principal & Interest Payments
BALANCE	\$ (113,578)	\$ 115,495	\$ 108,029	
County Appraiser & Tax Collector Fee	(992)	(38,498)	(36,010)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(45,820)	(76,997)	(72,019)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (160,390)	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2024/2025	2025/2026	2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	32,782	1,000	2,000	Projected Interest For 2026/2027
NAV Tax Collection	636,903	623,875	623,875	Maximum Debt Service Collection
Total Revenues	\$ 669,685	\$ 624,875	\$ 625,875	
EXPENDITURES				
Principal Payments	220,000	225,000	235,000	Principal Payment Due In 2027
Interest Payments	407,638	394,338	385,138	Interest Payment Due In 2027
Bond Redemption	0	5,537	5,737	Estimated Excess Debt Collections
Transfer To Construction Fund	13,688	0	0	Transfer To Construction Fund
Total Expenditures	\$ 641,326	\$ 624,875	\$ 625,875	
Excess/ (Shortfall)	\$ 28,359	\$ -	\$ -	

Series 2019 Bond Information

Original Par Amount =	\$10,400,000	Annual Principal Payments Due =	June 15th
Interest Rate =	3.50% - 4.5%	Annual Interest Payments Due =	June 15th & December 15th
Issue Date =	May 2019		
Maturity Date =	June 2049		
Par Amount As Of 1/1/26 =	\$9,195,000		

Blue Lake Community Development District Assessment Comparison

	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2026/2027 Projected Assessment*
O & M Assessment For 50' Single Family Units	\$ 1,103.63	\$ 1,373.84	\$ 2,979.91	\$ 2,624.83
Lake Bank Repair Assessment	\$ -	\$ -	\$ 1.71	\$ 62.60
<u>Debt Assessment For 50' Single Family Units</u>	<u>\$ 1,330.00</u>	<u>\$ 1,330.00</u>	<u>\$ 1,330.00</u>	<u>\$ 1,330.00</u>
Total For 50' Single Family Units	\$ 2,433.63	\$ 2,703.84	\$ 4,311.62	\$ 4,017.43
O & M Assessment For 60' Single Family Units	\$ 1,103.63	\$ 1,373.84	\$ 2,979.91	\$ 2,624.83
Lake Bank Repair Assessment	\$ -	\$ -	\$ 1.71	\$ 62.60
<u>Debt Assessment For 60' Single Family Units</u>	<u>\$ 1,596.00</u>	<u>\$ 1,596.00</u>	<u>\$ 1,596.00</u>	<u>\$ 1,596.00</u>
Total For 60' Single Family Units	\$ 2,699.63	\$ 2,969.84	\$ 4,577.62	\$ 4,283.43
O & M Assessment For 75' Single Family Units	\$ 1,103.63	\$ 1,373.84	\$ 2,979.91	\$ 2,624.83
Lake Bank Repair Assessment	\$ -	\$ -	\$ 1.71	\$ 62.60
<u>Debt Assessment For 75' Single Family Units</u>	<u>\$ 1,995.00</u>	<u>\$ 1,995.00</u>	<u>\$ 1,995.00</u>	<u>\$ 1,995.00</u>
Total For 75' Single Family Units	\$ 3,098.63	\$ 3,368.84	\$ 4,976.62	\$ 4,682.43

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Community Information:

50' Single Family Units	182
60' Single Family Units	148
<u>75' Single Family Units</u>	<u>93</u>
Total Units	423

RESOLUTION 2026-05
[FY 2026/2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026/2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Blue Lake Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Lee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2026/2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 25th DAY OF AUGUST, 2026.

ATTEST:

**BLUE LAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

**AGREEMENT BETWEEN THE BLUE LAKE COMMUNITY DEVELOPMENT
DISTRICT AND PREMIER LAKES, INC., FOR ANNUAL LAKE MANAGEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between:

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 2501 Burns Road, Palm Beach Gardens, Florida 33410 ("District"); and

Premier Lakes, Inc., a Florida corporation, with a mailing address of 1936 Bruce B. Downs Boulevard, Suite 308, Wesley Chapel, Florida 33544 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance adopted by Lee County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain lakes ("Facilities"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide annual lake management services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide annual lake management services and has agreed to provide to the District those services identified in **Composite Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. 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. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional annual lake management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Composite Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF ANNUAL LAKE MANAGEMENT SERVICES. The Contractor will provide annual lake management services for the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Composite Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Composite Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Four Thousand Two Hundred Dollars and No Cents (\$4,200.00)** per month and **One Thousand Nine Hundred Dollars and No Cents (\$1,900.00)** per quarter for the Services as identified in **Composite Exhibit A**. The term of this Agreement shall be from August 1, 2026 through July 31, 2027 for the monthly services and June 1, 2026 through May 31, 2027 for quarterly services, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, with any price increase negotiated between the parties, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The

Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising

out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. 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 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this

Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Composite Exhibit A** shall apply to this Agreement and **Composite Exhibit A** shall not be incorporated herein, except that **Composite Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Blue Lake Community Development District
2501 Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Premier Lakes, Inc.
1936 Bruce B Downs Boulevard, Suite 308
Wesley Chapel, Florida 33544
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lee County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kathleen Meneely** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922,
KMENEELY@SDSINC.ORG, OR 2501 BURNS ROAD, PALM
BEACH GARDENS, FLORIDA 33410.**

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with*

- scrutinized companies;*
- D.** Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits;* and
 - E.** Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

**BLUE LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

ATTEST:

PREMIER LAKES, INC.

By: _____
Its: _____

Composite Exhibit A: Scope of Service

Composite Exhibit A

Scope of Service



Annual Management Program Agreement

Customer Name: Blue Lake CDD
Property Contact: Kathleen Dailey Meneely
Agreement Effective Date: August 1, 2026-July 31, 2027
Program Description: Annual Dry Detention Management
Premier Lakes Consultant: Bill Kurth
Consultant Phone Number: 239-707-4899

This Agreement, dated **July 6, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Blue Lake CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **Perimeter Dry Detention Areas**
3. **Contract Services:** Premier Lakes will perform **(6) six** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur. This contract is for spraying only and does not include cordgrass trimming.
4. **Equipment Access:** Client will provide access to each pond with a utility vehicle (Kubota UTV) and a boat as needed. Reduced access may result in reduced service or additional charges.
5. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include



additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.

6. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
7. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **monthly** installments of **\$1,750.00** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
8. **Forms of Payment:** Premier Lakes accepts payment by check.
9. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
10. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
11. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
12. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
13. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall



include, but not be limited to, the right to damages and injunctive relief under Florida law.

14. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
15. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
16. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
17. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
18. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Agreement Amount: \$21,000.00

Monthly Agreement Amount: \$1,750.00

Invoicing Frequency: Monthly

Accepted and Approved:

Blue Lake CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name: Bill Kurth

Title: Vice President

Date: July 6, 2026

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.





Annual Management Program Agreement

Customer Name: Blue Lake CDD
Property Contact: Kathleen Dailey Meneely
Agreement Effective Date: August 1, 2026-July 31, 2027
Program Description: Annual Lake Management
Premier Lakes Consultant: Bill Kurth
Consultant Phone Number: 239-707-4899

This Agreement, dated **July 6, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Blue Lake CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **1 lake, 18,095 ft perimeter, 239 acres**
3. **Contract Services: Premier Lakes will perform (12) twelve inspections per year of the Service Area and provide the following service as necessary. Additionally, (6) six treatments per year with a 5 man wetland crew for detailed littoral area spraying**
4.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly. Submersed weed control is not included in this contract. If submersed weed issues occur, they can be addressed separately by quote for one-time treatment
 - b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. **Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand

pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
- e. Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
- f. Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
- g. Aquatic Consultation:** Attendance to monthly board meetings when requested.

- 5. Equipment Access:** Client will provide access to each pond with a utility vehicle (Kubota UTV) and a boat as needed. Reduced access may result in reduced service or additional charges.
- 6. Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.
- 7. Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with any price increase negotiated with the client, under the same terms, specifications, and conditions set forth by this Agreement.
- 8. Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **monthly** installments of **\$2,450.00** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay



Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

9. **Forms of Payment:** Premier Lakes accepts payment by check.
10. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
11. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
12. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
13. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
14. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
15. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.



16. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
17. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
18. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
19. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Agreement Amount: \$29,400.00

Monthly Agreement Amount: \$2,450.00.00

Invoicing Frequency: Monthly

Accepted and Approved:

Blue Lake CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name: Bill Kurth

Title: Vice President

Date: July 6, 2026

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.





Annual Management Program Agreement

Customer Name: Blue Lake CDD
Property Contact: Kathleen Dailey Meneely
Agreement Effective Date: June 1, 2026-May 31, 2027
Program Description: Annual Fenceline Management
Premier Lakes Consultant: Bill Kurth
Consultant Phone Number: 239-707-489

This Agreement, dated **May 5, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Blue Lake CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **Perimeter fenceline**
3. **Contract Services:** Premier Lakes will perform **(4) four** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Fenceline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and trimming and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial Preserve vegetation, minor damage to native vegetation may occur.
4. **Equipment Access:** Client will provide access to each pond with a utility vehicle (Kubota UTV) and a boat as needed. Reduced access may result in reduced service or additional charges.
5. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.



6. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with any increase negotiated first with the client, under the same terms, specifications, and conditions set forth by this Agreement.
7. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Quarterly** installments of **\$1900.00** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
8. **Forms of Payment:** Premier Lakes accepts payment by check.
9. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
10. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
11. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
12. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
13. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.



14. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
15. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
16. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
17. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
18. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Agreement Amount: \$7600.00

Quarterly Agreement Amount: \$1900.00

Invoicing Frequency: Quarterly

Accepted and Approved:

Blue Lake CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature: *William R Kurth*

Name: Bill Kurth

Title: Vice President

Date: May 5, 2026

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



RESOLUTION NO. 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Blue Lake Community Development District ("District") to establish a regular meeting schedule for fiscal year 2026/2027; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2026/2027 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2026/2027 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED AND EFFECTIVE THIS 25th DAY OF AUGUST, 2026.

ATTEST:

**BLUE LAKE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**BOARD OF SUPERVISORS' MEETING DATES
FOR BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027**

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:

October 27, 2026
November 24, 2026
December 22, 2026
January 26, 2027
February 23, 2027
March 23, 2027
April 27, 2027
May 25, 2027
June 22, 2027
July 27, 2027
August 24, 2027
September 28, 2027

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 Manager's Office**"), during normal business hours, or by visiting the District's 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 Manager's 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 Manager's 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

PUBLISH: NAPLES DAILY NEWS

Blue Lake
Community Development District

**Financial Report For
July 2026**

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JULY 2026**

	Annual Budget 10/1/25 - 9/30/26	Actual Jul-26	Year To Date Actual 10/1/25 - 7/31/26	Year To Date Budget 10/1/25 - 7/31/26	Percent Of Of Budget Variance 10/1/25 - 7/31/26
REVENUES					
O & M Assessments	1,260,500	8,737	1,261,848	1,260,500	100.11%
Debt Assessments	663,697	4,586	662,288	663,697	99.79%
Other Revenues	0	0	0	0	0.00%
Interest Income	960	0	15,401	800	1925.13%
Line of Credit Assessments	720	0	0	720	0.00%
Total Revenues	\$ 1,925,877	\$ 13,323	\$ 1,939,537	\$ 1,925,717	100.72%
EXPENDITURES					
Administrative Expenditures					
Supervisor Fees	12,000	1,200	8,400	10,000	84.00%
Payroll Taxes (Employer)	960	92	643	800	80.38%
Management	31,452	2,621	26,210	26,210	100.00%
Legal	40,000	10,000	55,331	33,330	166.01%
Legal Extraordinary - Retaining Wall, Etc.	500,000	0	182,148	400,000	45.54%
Assessment Roll	4,000	0	0	0	0.00%
Audit Fees	5,200	3,900	3,900	5,200	0.00%
Arbitrage Rebate Fee	650	0	0	650	0.00%
Insurance	14,700	0	12,231	14,700	83.20%
Legal Advertisements	6,000	0	5,193	5,000	103.86%
Miscellaneous	3,993	921	2,590	3,330	77.78%
Postage	900	138	575	750	76.67%
Office Supplies	1,250	705	1,956	1,050	186.29%
Dues & Subscriptions	175	0	175	175	100.00%
Trustee Fee	4,050	0	4,246	4,050	0.00%
Continuing Disclosure Fee	1,000	0	0	0	0.00%
Deficit Funding	0	0	0	0	0.00%
Payroll Processing Fee	0	53	473	0	0.00%
Total Administrative Expenditures	626,330	19,630	304,071	505,245	60.18%
Maintenance Expenditures					
Engineering/Inspections	40,000	0	106,156	33,330	318.50%
Engineering Extraordinary - Retaining Wall	125,000	0	12,137	98,750	12.29%
Mitigation Monitoring	138,500	0	143,026	103,872	137.69%
Lake Maintenance	60,000	2,952	29,173	50,000	58.35%
Flow Way Inspection Certification	5,000	0	0	5,000	0.00%
Detention Area Maintenance	36,000	3,132	30,595	30,000	101.98%
Miscellaneous Maintenance (Fence Maintenance, Etc.)	100,000	57,746	122,440	45,830	267.16%
Maintenance Reserve	55,000	0	0	75,000	0.00%
Lake Bank Repair Project - Interest Payment	677	0	10,067	677	0.00%
Capital Outlay - Lake Bank	0	0	876	0	0.00%
Construction Costs	0	0	0	0	0.00%
Total Maintenance Expenditures	560,177	63,830	454,470	442,459	102.71%
Total Expenditures	\$ 1,186,507	\$ 83,460	\$ 758,541	\$ 947,704	80.04%
REVENUES LESS EXPENDITURES	\$ 739,370	\$ (70,137)	\$ 1,180,996	\$ 978,013	120.75%
Bond Payments	(623,875)	(4,586)	(637,550)	(623,875)	102.19%
BALANCE	\$ 115,495	\$ (74,723)	\$ 543,446	\$ 354,138	153.46%
County Appraiser & Tax Collector Fee	(38,498)	0	(1,201)	(38,498)	3.12%
Discounts For Early Payments	(76,997)	0	(70,667)	(76,997)	91.78%
EXCESS/ (SHORTFALL)	\$ -	\$ (74,723)	\$ 471,578	\$ 238,643	197.61%
Carryover From Prior Year	0	0	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (74,723)	\$ 471,578	\$ 238,643	197.61%

Note - Draw In 24/25 From Lake Bank Repair Project Line Of Credit: \$133,400.

Bank Balance As Of 7/31/26	\$ 689,256.61
Accounts Payable As Of 7/31/26	\$ 125,251.74
Line of Credit As Of 7/31/26	\$ 133,400.00
Accounts Receivable As Of 7/31/26	\$ -
Available Funds As Of 7/31/26	\$ 430,604.87

**BLUE LAKE CDD
TAX COLLECTIONS
2025/2026**

#	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
									\$ 1,923,166.00	\$ 1,261,225.00	\$ 661,941.00	\$ 1,261,225.00	\$ 661,941.00	
									\$ 1,809,422.00	\$ 1,185,547.00	\$ 623,875.00	\$ 1,185,547.00	\$ 623,875.00	\$ 623,875.00
1		Paid to Lee County Prop Appraiser	11/04/25	Fees			\$ (423.00)		\$ (423.00)			\$ (277.00)	\$ (146.00)	
2	1	Lee County Tax Collector	11/12/25	NAV Taxes	\$ 11,948.93		\$ (778.32)	\$ (627.32)	\$ 10,543.29	\$ 7,836.08	\$ 4,112.85	\$ 6,914.24	\$ 3,629.05	\$ 3,483.05
3	2	Lee County Tax Collector	11/21/25	NAV Taxes	\$ 345,638.12			\$ (13,825.45)	\$ 331,812.67	\$ 226,669.47	\$ 118,968.65	\$ 217,602.72	\$ 114,209.95	\$ 114,209.95
4	3	Lee County Tax Collector	12/11/25	NAV Taxes	\$ 1,175,306.96			\$ (47,011.95)	\$ 1,128,295.01	\$ 770,766.26	\$ 404,540.70	\$ 739,935.81	\$ 388,359.20	\$ 388,359.20
5	4	Lee County Tax Collector	12/24/25	NAV Taxes	\$ 148,325.64			\$ (5,443.51)	\$ 142,882.13	\$ 97,271.94	\$ 51,053.70	\$ 93,702.08	\$ 49,180.05	\$ 49,180.05
6	5	Lee County Tax Collector	01/16/26	NAV Taxes	\$ 63,630.15			\$ (1,908.92)	\$ 61,721.23	\$ 41,728.65	\$ 21,901.50	\$ 40,476.78	\$ 21,244.45	\$ 21,244.45
7	6	Lee County Tax Collector	02/12/26	NAV Taxes	\$ 54,532.44			\$ (1,183.51)	\$ 53,348.93	\$ 35,762.34	\$ 18,770.10	\$ 34,986.18	\$ 18,362.75	\$ 18,362.75
8	7	Lee County Tax Collector	03/11/26	NAV Taxes	\$ 48,890.82			\$ (666.71)	\$ 48,224.11	\$ 32,062.57	\$ 16,828.25	\$ 31,625.31	\$ 16,598.80	\$ 16,598.80
9	8	Lee County Tax Collector	04/15/26	NAV Taxes	\$ 42,578.71				\$ 42,578.71	\$ 27,923.11	\$ 14,655.60	\$ 27,923.11	\$ 14,655.60	\$ 14,655.60
10	9	Lee County Tax Collector	05/13/26	NAV Taxes/Interest	\$ 19,379.63	\$ 581.39			\$ 19,961.02	\$ 13,090.37	\$ 6,870.65	\$ 13,090.37	\$ 6,870.65	\$ 6,870.65
11	10	Lee County Tax Collector	07/15/26	NAV Taxes/Interest	\$ 12,934.86	\$ 388.05			\$ 13,322.91	\$ 8,737.11	\$ 4,585.80	\$ 8,737.11	\$ 4,585.80	\$ 4,585.80
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
16									\$ -					\$ -
17									\$ -					\$ -
18									\$ -					\$ -
					\$ 1,923,166.26	\$ 969.44	\$ (1,201.32)	\$ (70,667.37)	\$ 1,852,267.01	\$ 1,261,847.90	\$ 662,287.80	\$ 1,214,716.71	\$ 637,550.30	\$ 637,550.30

Assessment Roll	
O&M	1,261,225.26
Debt	661,941.00
	<u>1,923,166.26</u>

Collections
100.00%

Note: Top line are 2025/2026 budgeted assessments before discounts and fees.
Bottom line are 2025/2026 budgeted assessments after discounts and fees.

\$ 1,923,166.26	
\$ 969.44	\$ 1,852,267.01
\$ (1,261,847.90)	\$ (1,214,716.71)
\$ (662,287.80)	\$ (637,550.30)
\$ -	\$ -

Publication Date
2026-08-18

Subcategory
Miscellaneous Notices

BLUE LAKE COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF BOARD MEETING AND ATTORNEY-CLIENT SESSION

Notice is hereby given that the Blue Lake Community Development District (District) Board of Supervisors (Board) will conduct the following attorney-client sessions at its Board of Supervisors meeting:

Attorney-Client Session

August 25, 2026, at 4:30 p.m.

18721 WildBlue Boulevard

Fort Myers, Florida 33913

The attorney-client session, which is closed to the public, is being held pursuant to Section 286.011(8), Florida Statutes, to discuss settlement negotiations and strategy related to litigation expenditures concerning the ongoing litigation entitled Blue Lake Community Development District v. Lennar Homes, LLC; CalAtlantic Group LLC; Barraco and Associates, Inc; Turrell, Hall & Associates, Inc., Marine Contracting Group Inc.; and Earth Tech Enterprises Inc., Case No: 2025-CA-004085. The following persons are anticipated to be in attendance at the attorney-client session: David Bello, Terry Vette, Paul Marsjanik, Michael Langer, Brian O. Cross, Amanda Broadwell, Kathleen Meneely, Wesley Haber, and a court reporter. The attorney-client session is expected to last approximately 120 minutes.

The board meeting begins at 3:00 p.m. on the same date and at the same location and will occur prior to the attorney-client session for the purpose of considering any business of the District and will continue to be held after the attorney-client session for the purpose of taking up any business that may be the result of the attorney-client session or any other business of the District. Both portions of the board meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda for the meeting may be obtained from the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

The board meeting may be continued to a date, time, and place approved by the Board on the record without additional publication of notice. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing by contacting the District Manager at (561) 630-4922. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person will need a record of the 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 the appeal is based.

Kathleen Meneely, District Manager

BLUE LAKE COMMUNITY
DEVELOPMENT DISTRICT

www.bluelakecdd.org

8/18/26 12560454