

WILDBLUE

**COMMUNITY DEVELOPMENT
DISTRICT**

July 11, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

WildBlue Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 3, 2024

Board of Supervisors
WildBlue Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the WildBlue Community Development District will hold a Regular Meeting on July 11, 2024 at 10:00 a.m., at the Community Center (Card Room), 18721 WildBlue Blvd., Fort Myers, Florida 33913, and via Zoom at <https://zoom.us/j/93580282631> Meeting ID: **935 8028 2631**, Passcode: **214379** or via conference call at **1-305-224-1968**, Meeting ID: **935 8028 2631**, Passcode: **214379**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: *Agenda Items (3 Minutes Per Speaker)*
3. Updates
 - Lake Bank Erosion Repair Project
 - Retaining Wall Review and Rebuild Options Report
 - Continued Discussion: Permit Entitlement Status for Proposed Fuel Station Site
4. Continued Discussion/Update: Construction Litigation Regarding Retaining Wall Repairs
5. Consider Award of Contract for Wetland Maintenance
 - Respondent: *SOLitude Lake Management, LLC*
6. Acceptance of Unaudited Financial Statements as of May 31, 2024
7. Approval of June 6, 2024 Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Barraco and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: August 1, 2024 at 10:00 AM

- QUORUM CHECK

SEAT 1	AARON MILOSEVIC	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	CHRISTOPHER HASTY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	DAVID MEYERS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

9. Board Members' Comments/Requests
10. Public Comments *Non-Agenda Items (3 Minutes Per Speaker)*
11. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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MEMORANDUM

Date: July 11, 2023

To: WildBlue Board of Supervisors

From: Chuck Adams – District Manager
Shane Willis – Operations Manager

Subject: Consideration of Award of Contract – Wetland Maintenance

Cc: File

Your current wetland maintenance contract with Earthbalance is set to expire on 9/01/24, Staff recently solicited a Sealed Request for Proposals (RFP) with a pre-bid meeting date of 5/17/24 and a bid opening date of 6/17/24 (all publicly advertised), based on the contract specifications provided by the District.

A total of four lake & wetlands maintenance companies were contacted with the one below providing the only proposal (two companies were unresponsive and the other acknowledged they were not equipped for such large wetlands project). As is typical with the District’s contracts, this is a one year contract with a second & third year option to renew, at the sole discretion of the District. The financial tabulation is as follows:

Company:	1st Year Price:	2nd Year Price	Third Year:
• Solitude Lake Management, LLC.	\$315,000.00	\$315,000.00	\$315,000.00

Solitude Lake Management, LLC is headquartered in Virginia Beach, VA. and was founded in 1991 with offices throughout the State of Florida. Solitude provides a wide range of aquatics & wetlands services; the company also provided a sufficient list of equipment to service the District’s wetland needs. Their confirmed references include Pelican Marsh, Twin Eagles, & West Bay Club.

Solitude Staff assigned to this project will include the following:

- District Manager - Mason Mayer
- Operations Manager - Bryan Encarnacion
- Foreman - Robert Brookins
- Fourteen Crew Members

The current contract price is \$190,000.00, the District has a proposed budget of \$230,000.00 for this service in Fiscal Year 2025. **There is a variance of \$85,000.00 between the proposed budget and this sealed bid.**

**NOTICE TO CONTRACTORS
REQUEST FOR BIDS
MAINTENANCE OF WATER MANAGEMENT AREAS
CONSERVATION EASEMENT MANAGEMENT WITHIN THE DISTRICT**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the WILDBLUE COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), LEE COUNTY, FLORIDA, until **10:00 a.m., local time, Monday, June 17, 2024**, at the following location, 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135, and commencing at 10:00 a.m. on the above date, such bids as received will be opened and read aloud at the District Office.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of conservation easement areas, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the District Office.

A mandatory pre-bid conference will be held at 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135 and beginning at **9:00am local time on Friday, May 17, 2024**. A presentation and discussion will be conducted at this time. Bids will be accepted only from those contractors who have representative(s) at the conference.

A certified or Cashiers Check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Deposit"), made payable to the Wildblue Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

The Wildblue Community Development District.

Chesley 'Chuck' Adams jr.
District Manager



Response to Request for Proposal For
**MAINTENANCE OF WATER MANAGEMENT AREAS CONSERVATION
EASEMENT MANAGEMENT**

Prepared for:

Wildblue Community Development District
9220 Bonita Beach Road
Bonita Springs, FL 34135

June 17, 2024



Qualifications of SOLitude Lake Management, LLC

SOLitude Lake Management is a nationwide environmental firm committed to providing sustainable solutions that improve water quality, enhance beauty, preserve natural resources, and reduce our environmental footprint.

SOLitude's team of aquatic resource management professionals specializes in the development and execution of customized lake, pond, wetland, and fisheries management programs that include water quality testing and restoration, nutrient remediation, algae, and aquatic weed control, installation and maintenance of fountains and aeration systems, bathymetry, shoreline erosion restoration, mechanical harvesting and hydro-raking, lake vegetation studies, biological assessments, habitat evaluations, and invasive species management.

Services and educational resources are available to clients nationwide, including community development districts, homeowners associations, multi-family and apartment communities, golf courses, commercial developments, ranches, private landowners, reservoirs, recreational and public lakes, municipalities, drinking water authorities, parks, and state and federal agencies.

SOLitude Lake Management has been in business since 1999 and was originally incorporated in Virginia.

Corporate Office: 1253 Jensen Drive, Suite 103, Virginia Beach, VA 23451

Local Office: 5869 Enterprise Parkway, Units 1 & 2, Ft. Myers, FL 33905 (888) 480-5253

Number of Employees: 500 **Tax ID:** 54-1940110

Employees Assigned to this Project:

- District Manager - Mason Mayer
- Operations Manager - Bryan Encarnacion
- Foreman - Robert Brookins
- Fourteen Crew Members



Licenses

2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT					
<p>Account Number: 1032080 Receipt Number: 1400559 State License Number:</p> <p>Location: 5869 ENTERPRISE PKWY FT MYERS, FL 33905</p> <p>SOLITUDE LAKE MANAGEMENT LLC SOLITUDE LAKE MANAGEMENT LLC 5869 ENTERPRISE PKWY FT MYERS, FL 33905</p>	<p style="text-align: right;">Account Expires: September 30, 2024</p> <div style="border: 1px solid black; padding: 5px;"> <p>May engage in the business of:</p> <p style="text-align: center;">AQUATIC MANAGEMENT</p> <p style="text-align: center;">THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>Payment Information:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PAID INT-00-01515974</td> <td style="text-align: center;">09/28/2023</td> </tr> <tr> <td></td> <td style="text-align: center;">\$ 50.00</td> </tr> </table> </div>	PAID INT-00-01515974	09/28/2023		\$ 50.00
PAID INT-00-01515974	09/28/2023				
	\$ 50.00				

Licensed Pesticide Applicator Detail

Applicator's Name	City, State
BROOKINS, JAMES ROBERT	FORT MYERS, FL

License No.	License Status	License Type:
CM16209	Normal	Commercial RUP Applicator License

License Categories

Aquatic Pest Control, Natural Areas Weed Management

Original Issue Date	Last Issue Date	Expiration Date
8/12/2003	9/5/2023	8/31/2027



Credit References:

- SePRO Corporation, 11550 N. Meridian Street Suite 600, Carmel, IN 46032-4565
Email request to: seproaccounting@sepro.com
P: 800-419-7779, F: 317-580-8296
- Nutrien, 3005 Rocky Mountain Ave, Loveland, CO 8035
Contact: 970-685-3300 Ask for Credit Department
P: 970-685-3300, F: 303-222-2881
- Cygnet Enterprises, 132 Paracel Dr, Statesville, NC 28625
Contact: Accounting
P: 800-359-7531, F: 810-744-0233
- AquaMaster, 16024 C TH X, Kiel, WI 53042
Contact: Accounting
P: 800-963-3144, F: 920-693-3634

Bank Reference:

- Pinnacle Bank, 150 Third Ave South, Nashville, TN 37201
Contact: Steve Uebelhor (Account Number: 5965334)
P: 615-744-3731

Key Personnel:

Jeffrey Moding, Senior Business Consultant

Licenses and Accreditations

Stormwater, Erosion, & Sedimentation Control Inspector, FL Department of Environmental Protection

Joined Our Team

May 2009

Experience

Jeff Moding is a Senior Business Development Consultant with more than 30 years of experience in the lake management industry. Jeff has an extensive background in the management of lakes, ponds and wetlands, and specializes in aeration solutions and invasive



species eradication. Invaluable on-the-job experiences have allowed Jeff to play an integral role on thousands of aquatics projects. Jeff helps clients identify aquatic plant and algae species found on their properties and helps them develop sustainable management plans that encourage a healthy ecosystem.

Mason Maher, District Manager

Education

Bachelor's degree in Environmental Studies from Florida Gulf Coast University (FGCU)

Professional Licenses and Accreditations

Licensed Aquatic Pesticide Applicator (FDACS)

Joined Our Team

January, 2019

Experience

Mason Maher is an Environmental Scientist and Field Operations Manager who helps lead SOLitude's local team of aquatic management professionals. He enjoys educating clients about environmental protection practices and sparking people's interest so they can strive to protect their water resources.

References

Twin Eagles HOA

Mr. Phil Guzzone (239) 257-6962 phil.guzzone@fsresidential.com

Pelican Marsh CDD

Mr. John Vanover (239) 450-6442 johnjcv@yahoo.com

West Bay Club

Mr. Stephen Stortz (239) 287-4136 ssortz@westbayclubs.com

EXHIBIT B
PROPOSAL AND SCOPE OF SERVICES

PROPOSAL
For
MAINTENANCE OF WETLAND AREAS

Proposal of SDLitude Lake Management, LLC
5859 Enterprise Parkway, Unit 1 & 2, Ft. Myers, FL 33905
(Name)
(Address)

to furnish all materials, Equipment and labor and to perform all work in accordance with the Contract Documents for:

"Chemical/Mechanical removal of exotic and invasive growth in wetland areas"

TO: Wildblue Community Development District
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud

The bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, instructions to bidders, proposal, contract, general conditions and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains

The bidder proposes and agrees, if this proposal is accepted, to timely contract with the District in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the work actually performed as determined by the contract and the District. However, in utilizing the schedule, the bidder agrees that in no event shall compensation paid to the bidder under the contract exceed the dollar amount of the bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence July 1, 2024.

In the event the District exercises its option to renew the Contract, the second & third year's prices shall apply.

In no event shall District be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. CM22653 expiration date 12/31/2025

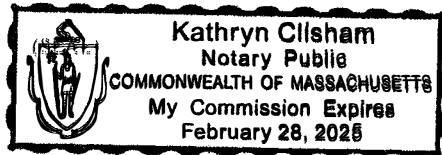
Bidder's Occupational License No. 1032080 expiration date: 9/30/2024

WITNESSES:

Kathryn C

By: Coyl. Fye

Signature of Authorized Agent



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(n),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wildblue Community Development District
[print name of the public entity]

by Cory Eye, Vice President
[print individual's name and title]

for SOLitude Lake Management, LLC
[print name of entity submitting sworn statement]

whose business address is 1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

and (if applicable) its Federal Employer Identification Number (FEIN) is 54-1940110

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A
.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered a affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise contracts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- Neither the entity submitting this sworn statement, 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 has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUB-CONTRACTORS/SUPPLIERS, UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUB-CONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUB-CONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Cory A. Fye
[signature]

STATE OF Massachusetts
COUNTY OF Worcester

The foregoing instrument was signed and acknowledged before me this 12th day of June,

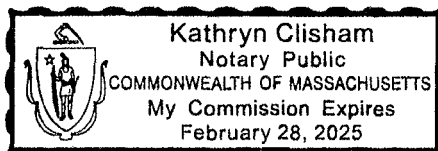
2024 by Cory A. Fye who produced

MA Drivers Lic. #S39573463 as identification, and who (did) (did not) take an oath.
(Type of identification and Number)

Keshyn
Notary Public Signature

Kathryn Clisham
Printed Name of Notary Public

02/28/2025
Notary Commission Number/Expiration



Wildblue CDD

Maintenance of Water Management Areas
Conservation Easement Management
Bid Schedule

First Year	
I.D. #	12 Month Price
AB	\$63,000.00
CD	\$63,000.00
GH	\$63,000.00
	\$63,000.00
	<u>\$63,000.00</u>
Total	\$315,000.00

Second Year	
I.D. #	12 Month Price
AB	\$63,000.00
CD	\$63,000.00
GH	\$63,000.00
	\$63,000.00
	<u>\$63,000.00</u>
Total	\$315,000.00

Third Year	
I.D. #	12 Month Price
AB	\$63,000.00
CD	\$63,000.00
	\$63,000.00
	\$63,000.00
	<u>\$63,000.00</u>
Total	\$315,000.00

SOLitude Lake Management, LLC
Company Name


Company Authorized Signature

6-12-2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 E-MAIL ADDRESS: certificate@epicbrokers.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0B29370 RENTOKI-01	INSURER A: ACE American Insurance Company	22667
INSURED SOLitude Lake Management, LLC. Rentokil North America, Inc. (REN478) 1320 Brookwood Drive, Suite H Little Rock AR 72202-1412	INSURER B: ACE Property and Casualty Insurance Co	20699
	INSURER C: Arch Insurance Company	11150
	INSURER D: Allianz Underwriters Insurance Company	36420
	INSURER E: AXIS Insurance Company	37273
	INSURER F: Arch Indemnity Insurance Company	30830

COVERAGES

CERTIFICATE NUMBER: 1138765239

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OGLG27240331	10/1/2023	10/1/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB1044403 (AOS) 31CAB1044503 (MA)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			XOOG27239420	10/1/2023	10/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	31WC11044203 (FL) 34WC11044303 (AOS) 31WCX1063301 (OH)	10/1/2023 10/1/2023 10/1/2023	10/1/2024 10/1/2024 10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Errors & Omissions Liability			OGLG27240331	10/1/2023	10/1/2024	Each Incident/Agg \$5,000,000
D	CPL (Excluding Aerial Ops)			USL03016523	10/1/2023	10/1/2024	Each Incident/Agg \$5,000,000
E	Crime/Client Coverage	N	N	P-001-000968899-02	10/1/2023	10/1/2024	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CPL = Contractor's Pollution Liability

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exception to the Contract
Wildblue Community Development District

SECTION 17. INDEMNIFICATION.

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement.
- 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, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature 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 the Doctrine of Sovereign Immunity or by operation of law.

Exception: Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties is limited to \$1,000,000 regardless of legal basis of recovery or type of claimed damages.



SECTION 19. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; 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 Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

Exception: Either party may terminate the agreement, with or without cause, upon 30 days written notice.

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE SOLitude Lake Management, LLC
2844 Crusader Circle, Suite 450, Virginia Beach, VA 23453

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
401 Plymouth Road, Plymouth Meeting, PA 19462

a corporation duly organized under the laws of the State of Massachusetts
as Surety, hereinafter called the Surety, are held and firmly bound unto Wildblue Community Development District
9220 Bonita Beach Road, Bonita Springs, FL 34135

as Obligee, hereinafter called the Obligee, in the sum of _____
Five percent of amount bid _____ Dollars (\$ _____ 5% _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Maintenance of Wetland Areas

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 14th day of June, 2024

Teresa Gifford
Teresa Gifford (Witness)

SOLitude Lake Management, LLC
(Principal) (Seal)
By: William R. McAllister
William McAllister Secretary (Title)

see attached jurat
(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)
By: Timothy Bowen
Attorney-in-Fact Timothy Bowen (Title)

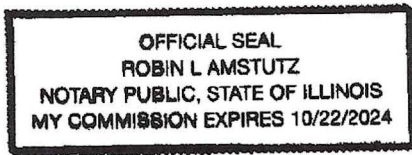


STATE OF ILLINOIS

COUNTY OF COOK

On this 14th day of June, 2024 before me came Timothy Bowen who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Liberty Mutual Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.



Robin L. Amstutz
Robin L. Amstutz Notary Public

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205092-969235

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Robin L. Amstutz, Timothy Bowen, Trini Garcia

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of June, 2024.



By: Renee C. Llewellyn, Assistant Secretary

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
May 31, 2024**

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
May 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 311,627	\$ -	\$ -	\$ 311,627
Investments				
Revenue	-	1,474,124	-	1,474,124
Reserve	-	698,347	-	698,347
Construction	-	-	51,301	51,301
Principal	-	1	-	1
Due from general fund	-	14,008	-	14,008
Utility deposit	400	-	-	400
Total assets	<u>\$ 312,027</u>	<u>\$ 2,186,480</u>	<u>\$ 51,301</u>	<u>\$ 2,549,808</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Retainage payable	\$ -	\$ -	\$ 433,933	\$ 433,933
Due to debt service fund	14,008	-	-	14,008
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>20,008</u>	<u>-</u>	<u>433,933</u>	<u>453,941</u>
Fund balances:				
Restricted for:				
Debt service	-	2,186,480	-	2,186,480
Capital projects	-	-	(382,632)	(382,632)
Unassigned	292,019	-	-	292,019
Total fund balances	<u>292,019</u>	<u>2,186,480</u>	<u>(382,632)</u>	<u>2,095,867</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 312,027</u>	<u>\$ 2,186,480</u>	<u>\$ 51,301</u>	<u>\$ 2,549,808</u>
Total liabilities and fund balances	<u>\$ 312,027</u>	<u>\$ 2,186,480</u>	<u>\$ 51,301</u>	<u>\$ 2,549,808</u>

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,001	\$ 621,270	\$ 622,369	100%
Total revenues	<u>1,001</u>	<u>621,270</u>	<u>622,369</u>	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	32,000	48,000	67%
Legal	-	4,738	15,000	32%
Special Counsel	3,718	26,181	-	N/A
Engineering	10,692	41,383	15,000	276%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	667	1,000	67%
Trustee	-	-	3,950	0%
Telephone	16	133	200	67%
Postage	39	441	500	88%
Printing & binding	42	333	500	67%
Legal advertising	-	1,360	1,200	113%
Annual special district fee	-	175	175	100%
Insurance	-	6,228	6,500	96%
Contingencies/bank charges	-	-	1,200	0%
Website				
Hosting	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>18,590</u>	<u>114,344</u>	<u>100,390</u>	114%
Field operations				
Field management	833	6,666	10,000	67%
Aquatic maintenance	-	45,858	78,000	59%
Conservation area monitoring & reporting	2,590	34,655	69,000	50%
Lake bank erosion repairs	-	283,740	85,000	334%
Conservation area fence review/repairs	-	13,800	10,000	138%
Aeration operating supplies	349	3,162	7,500	42%
Total field operations	<u>3,772</u>	<u>387,881</u>	<u>517,500</u>	75%
Other fees and charges				
Property appraiser	-	-	673	0%
Tax collector	-	1,238	1,010	123%
Total other fees and charges	<u>-</u>	<u>1,238</u>	<u>1,683</u>	74%
Total expenditures	<u>22,362</u>	<u>503,463</u>	<u>619,573</u>	81%
Excess/(deficiency) of revenues over/(under) expenditures	(21,361)	117,807	2,796	
Fund balances - beginning	313,382	174,214	178,216	
Fund balances - ending	<u>\$ 292,021</u>	<u>\$ 292,021</u>	<u>\$ 181,012</u>	

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED MAY 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 2,239	\$ 1,387,192	\$ 1,392,509	100%
Interest	8,630	52,572	-	N/A
Total revenues	<u>10,869</u>	<u>1,439,764</u>	<u>1,392,509</u>	103%
EXPENDITURES				
Debt service				
Principal	-	-	480,000	0%
Interest	-	458,459	916,919	50%
Total debt service	<u>-</u>	<u>458,459</u>	<u>1,396,919</u>	33%
Total expenditures	<u>-</u>	<u>458,459</u>	<u>1,396,919</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	10,869	981,305	(4,410)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	<u>(17,498)</u>	<u>(34,143)</u>	-	N/A
Total other financing sources	<u>(17,498)</u>	<u>(34,143)</u>	<u>-</u>	N/A
Net change in fund balances	(6,629)	947,162	(4,410)	
Fund balances - beginning	<u>2,193,109</u>	<u>1,239,318</u>	<u>1,205,966</u>	
Fund balances - ending	<u><u>\$ 2,186,480</u></u>	<u><u>\$ 2,186,480</u></u>	<u><u>\$ 1,201,556</u></u>	

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 136	\$ 955
Total revenues	136	955
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	136	955
OTHER FINANCING SOURCES/(USES)		
Transfer in	17,498	34,143
Total other financing sources/(uses)	17,498	34,143
Net change in fund balances	17,634	35,098
Fund balances - beginning	(400,266)	(417,730)
Fund balances - ending	\$ (382,632)	\$ (382,632)

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the WildBlue Community Development District held a Regular Meeting on June 6, 2024 at 10:00 a.m., at the Community Center (Card Room), 18721 WildBlue Blvd., Fort Myers, Florida 33913.

Present:

Christopher Hasty	Chair
Aaron Milosevic	Assistant Secretary
David Meyers	Assistant Secretary

Also present:

Chuck Adams	District Manager
Wes Haber (via telephone)	District Counsel
Frank Savage (via telephone)	District Engineer
Carl Barraco	Barraco & Associates
Shane Willis (via telephone)	Operations Manager
Russ Dunlap	

Residents in attendance:

Roseanne Duffy	John Buckholtz	Brad Shaw	Richard Gurney
Rick Bennington	Kristi Houston	Roger Lamont	Tom O'Brien
Lisa Tilson	Sima Baker	Wally Bartel	Greg Christenson
Mark Japaq	Eva Harden	David Harden	Dean Drugas

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m. Supervisors Hasty, Milosevic and Meyers were present. Supervisor Ernst was not present. One seat was vacant.

Mr. Adams noted that several residents were attending via conference call.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (3 Minutes Per Speaker)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Updates

44 • **Lake Bank Erosion Repair Project**

45 Mr. Adams stated, as previously indicated, the CDD's portion of this project is complete
46 and he understands that Lennar and Stock Development are working on their portions. Pulte
47 had six homes remaining at the time the repairs were adopted and has exited the project.

48 Resident Roseanne Duffy stated she thought the CDD was going to backfill the areas
49 that have erosion. She noted that at least 12 homes on Aqua Shore Drive are still impacted and
50 their gutters are draining into the lakes. Mr. Adams stated, if the drains were installed prior to
51 the lake bank erosion project, the CDD cut them in for the homeowner but, if they were
52 installed after that, it is up to the homeowner to cut and fill them in. In response to a question
53 regarding the map outlining the project, Mr. Adams stated the map was cross-checked by the
54 District Engineer, who certified that all the work that was contemplated for the CDD on the
55 map was completed and the final payment to the contractor was made. Asked to confirm the
56 District Engineer's review, Mr. Savage stated the CDD's portion of the localized erosion that was
57 identified and contracted by Crocker Land Development was completed, certified and is
58 currently closed. Ms. Duffy requested a list of addresses where the work was done. Mr. Adams
59 stated Mr. Savage can re-visit this and update the map.

60 Resident John Buckholtz asked if residents can have a walk-through with Mr. Savage to
61 go over dangerous issues, cliffs and embankments that he thinks need to be addressed. He
62 stated, although the District Engineer is providing oversight, residents do not see the work. Mr.
63 Adams stated it can be arranged. Mr. Savage will coordinate with Mr. Buckholtz.

64 • **Retaining Wall Review and Rebuild Options Report**

65 Referencing the Cummins Cederberg Shoreline Stabilization Alternative Analysis Report,
66 Mr. Hasty stated that he was taken aback at the cost estimate, which is considerably more than
67 he expected. He voiced his opinion that the Board needs to figure out the funds, set the budget
68 so that budget changes can be made and reimbursements can be pursued from all those
69 advantaged from the work to pare down what the CDD would actually owe. He discussed
70 financing the project with bonds, the budget cycle, repair process, the vinyl wall
71 recommendation, a total cost of \$50 million, going out to bid, reimbursements, a Developer
72 contribution, bond validation and issuing a taxable bond.

73 Mr. Haber clarified that a validation is in excess of five years, as opposed to tax versus
74 taxable. A validation is something a CDD can do, under Florida Law, not an approval from a
75 financing institution.

76 Mr. Hasty stated he welcomes feedback from the residents in attendance and asked
77 what is most important; form over function. He stated that there are a few ways to approach
78 the repairs; there are a lot of layers to this and the Board must consider if it should follow
79 Cummins Cederberg’s recommendations and bid the project, attempt to do a hybrid of their
80 recommendations or request more affordable options.

81 Resident Brad Shaw asked who will pay for the wall repairs, as homeowners do not want
82 to pay.

83 Mr. Hasty stated he conferred with the local Lennar representative about contributions
84 but has not received a final answer. The Board’s challenge has been to find the right repair,
85 apart from deciphering payment responsibility. The Board and Staff will continue working
86 towards the solution and then pursue reimbursements and contributions from individuals who
87 should contribute. The Board asked District Counsel to contact and engage litigation Counsel to
88 examine the wall design; whether it has patent and latent defects has ramifications on the
89 statute of limitations, in terms of bringing lawsuits. A resident group filed a lawsuit, which
90 provides additional time to file a claim, but that suit has not been served so it is not actively
91 being prosecuted at this time. As far as the status of the project, the Board received better
92 information on the options available, the Board needs to determine what the CDD needs to
93 repair and where and keep pursuing that. The next steps are for Mr. Adams to coordinate
94 comments and make notes and then the District Engineer will work on a Request for Proposals
95 (RFP) and pose follow-up questions to Cummins Cederberg.

96 Mr. Meyers stated the Board should decide if it wants to go back to the original design
97 and make enhancements and, if so, where and examine the cost analysis. Mr. Milosevic stated
98 the Board has rules for the bidding process. He asked if a material estimate, bid or proposal can
99 be obtained from a vendor. Mr. Hasty stated the Board should have Mr. Barraco refer vendors
100 and ask the contractor who installed the wall to provide pricing to restore it to the way it was.

101 Mr. Buckholtz thanked the Board for allowing him to coordinate with them on this
102 matter. He stated that residents are confused, frustrated and angry and voiced his opinion that
103 the \$50 million amount in the Report is absurd. He stated he forwarded memorandums to the
104 Board regarding things that were not included in the Report and discussed a modular block
105 wall, rip-rap solution, asked for the cost of the original wall and suggested holding a workshop
106 within the next two weeks to discuss the Report and the next steps.

107 Resident Richard Gurney stated it seems like the \$50 million is for partly removing
108 undamaged wall and making everything the replacement wall, which he finds ridiculous.

109 Resident Rick Bennington stated he was alarmed to hear individuals say the current wall
110 is adequate when two separate experts described the wall as “inferior”, “inadequate”, and
111 “designed improperly.” He stated whatever the Board decides has to be better than what is
112 currently in place, regardless of the cost. From this point forward, while there might be funding
113 sources and residents might not pay for it but, the next time this happens, homeowners will
114 have to pay for it. He echoed Mr. Buckholtz’ suggestion to hold a workshop.

115 Resident Kristi Houston asked about a liability when engaging a contractor. Mr. Haber
116 stated, from a liability perspective, while the estimate is outrageous, if an option is chosen and
117 a contractor agrees to design it even though it might not be their recommendation, the CDD
118 will want certain representation as to their expert opinion about what the wall chosen by the
119 CDD will sustain. If they design it and it is built in accordance with that design but the wall fails
120 because it does not meet the standard, the CDD has every right to hold the Engineer to the
121 standard that the Engineer represents it will do if they are designing the wall. If they design the
122 wall and the wall fails due to a storm that is significantly less than what is represented, there is
123 liability for which the CDD could make a claim against them.

124 Resident Roger Lamont, of the WildBlue Master Board, thanked the Board for
125 everything they are doing, voiced his opinion that \$50 million is an extreme price, asked for the
126 cost to install the original wall, if a change in the as-builts affected the structural integrity of the
127 wall and who decides which options are implemented. Mr. Hasty stated the decision is with the
128 Board in place at the time that the decision is made. The CDD engaged several Engineers prior
129 to Cummins Cederberg but the Board can engage another Engineer to design the repair.

130 Discussion ensued regarding RFP timing, sealed bid process, cross sections, upcoming
131 workshop, if the CDD can control lake levels and negotiating the plans with a contractor. Mr.
132 Adams stated the Board has latitude once it goes through the sealed bid process and the
133 selection of a contractor that is the lowest responsible and responsive bidder that will best
134 serve the interest of the CDD; it is not necessarily the lowest price.

135 Resident Tom O’Brien asked if there is any way to tell how much damage was from the
136 water action and the linear wall failing versus the docks that got loose and pushed into the lake
137 and into the vinyl wall and the wall failing to cut back. Mr. Hasty stated he is uncertain but the

138 CDD does not have access to the Boat Management Administration because that was assigned
139 to the Association.

140 Resident Lisa Tilson voiced her concern that the Report stated that the wave action
141 alone started erosion and there was damage to the wall from that before the hurricane that
142 caused the problems with the wall. Mr. Hasty stated he did not physically view damage before
143 the storm; the Board made sure the Engineers knew about boat traffic; they refer to it and it
144 has to go into the thought process on what the repairs would be.

145 Resident Sima Baker asked if individual homeowners should enhance the wall behind
146 their homes since it appears that the CDD is responsible for the project. Mr. Hasty stated the
147 CDD has granted licenses for those that have boat docks on the property and for crossovers, so
148 homeowners can have their individual property sitting on CDD-maintained lands. There is
149 precedent that the Board could evaluate allowing residents to do that but they would need
150 Architectural Review Committee (ARC) approval and approval from the Association. When the
151 Board transitions to being resident-controlled, it can appoint the appropriate committees to be
152 able to allow that to happen.

153 Resident Wally Bartel asked about a cost escalator clause once the project is completed.
154 Mr. Hasty stated the Board will negotiate costs in the contract process.

155 Resident Greg Christenson asked about the scope of work and which option will be
156 chosen. Mr. Hasty stated the Board will look for a budget amount for all seven cross sections
157 and consider what a contractor would charge to put a concrete mat on the lake bank.

158 Resident Mark Japaq stated, given that it is hurricane season, he would not like to see
159 any of the homes in the newspaper because of a storm. He suggested the Board put an
160 emergency plan in place.

161 Mr. Gurney stated it seems as though the project will take about two years, even if the
162 contractors only replace the damaged sections. He asked about permitting.

163 Mr. Hasty stated everyone should keep in mind that it is a fluid situation; with
164 permitting, the permits are done in a number of different phases. When the project
165 commences, the CDD will need a Project Manager.

166 Resident Eva Harden asked about the CDD's relationship to homeowners and to Lennar
167 and what the Developer's financial responsibility is and if the CDD is waiting to see how much
168 the Developer offers. She asked if the CDD can take legal action against the Developer and hold
169 them to a higher standard of responsibility.

170 Mr. Hasty stated the CDD is an independent entity from the Developer and the Board
171 Members are elected officials with a fiduciary responsibility to the CDD, not to Lennar and,
172 technically, not to the homeowners and residents. It is specifically to the viability of this CDD.
173 The Developers owned all the property so they, as Landowners', elected the Board Members to
174 their seats. As the CDD is developed and reaches a certain number of years of existence and a
175 certain number of voters residing within the CDD, it triggers the gradual turnover of Board
176 control to the residents.

177 Resident David Harden thanked the Board for watching out for residents and
178 commented that most residents do not trust Lennar. Mr. Hasty stated he wants to do the right
179 thing all the time and that is why he continues in his position as Chair.

180 Resident Dean Drugas asked who will negotiate with Lennar when the time comes, and
181 asked about the level of service and the original design of the wall. Mr. Hasty stated the Board
182 will and he has been in contact with Lennar and is awaiting an answer. There was no standard
183 when the wall was built, the CDD will handle this repair, find out the most reasonable fix that is
184 appropriate for the budget as a CDD and pursue reimbursements.

185 • **Continued Discussion: Permit Entitlement Status for Proposed Fuel Station Site**

186 Mr. Barraco reported the following:

187 ➤ A publication of permit issuance was never filed so the challenge period remains open,
188 so the CDD or anyone else who wants to challenge the permit can still do so. He thinks the
189 number of access points can still be looked at on the Lee County Development Order.

190 ➤ While the original permit drainage system pended for that parcel for the land use that
191 was originally associated with it, it was too drained into the system.

192 ➤ The land use was changed and that gives the challenge right to this CDD. In looking at
193 the plat, while the plans show them having a pipe from their parcel into the CDD's lake, there is
194 no easement on the plat for them to accomplish that, which is another issue that must be
195 addressed.

196 The consensus was to challenge this.

197 Mr. Barraco stated the Board should pursue a challenge based upon the potential
198 detrimental effects the change in land use could have on a drainage system that is CDD owned,
199 operated and maintained.

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201 **On MOTION by Mr. Myers and seconded by Mr. Milosevic, with all in favor,**
 202 **pursuing a challenge to a land use change based on the potential detrimental**
 203 **effects the change could have on the CDD’s drainage system and authorizing**
 204 **the Chair to execute all documents to be submitted, was approved.**

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Discussion ensued regarding access points to the parcel, if traffic information can be requested, the zoning, site triangles, the proposed fuel station’s DO application and a recent County zoning hearing.

211 FOURTH ORDER OF BUSINESS

**Continued Discussion/Update:
Construction Litigation Regarding
Retaining Wall Repairs**

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Mr. Adams stated there were no changes in the last 30 days. The CDD has not been officially served.

218 FIFTH ORDER OF BUSINESS

**Acceptance of Resignation of Barry Ernst
(Seat 3); Term Expires November 2024**

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Mr. Adams presented Mr. Barry Ernst’ resignation letter.

223 **On MOTION by Mr. Meyers and seconded by Mr. Milosevic, with all in favor,**
 224 **the resignation of Barry Ernst from Seat 3, was accepted.**

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In response to Mr. Hasty’s question regarding Mr. Meyers possibly resigning from Seat 4 and being appointed to Seat 3, to keep the continuity of the Board, Mr. Haber stated Florida Statutes provide that, upon a resignation, the remaining Board Members fill the vacant seats and Staff interpreted the language in Chapter 190 to be that remaining Board Members can appoint someone to fill the vacancy to allow a Board consisting of two people to take action to fill a vacancy.

234 SIXTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 3**

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- **Administration of Oath of Office (the following will also be provided in a separate package)**

Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

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Mr. Adams presented Resolution 2024-06 and stated the proposed Fiscal Year 2025 budget anticipates a slight increase of \$7 per door front compared to Fiscal Year 2024. Mailed Notices to all homeowners will be sent. He reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

Discussion ensued regarding Supervisor compensation, contingencies, surplus fund balance, littoral installations, shoreline repair and replacement, the Supervisor fund and how much to allot for the "Special Counsel" line item.

The following adjustments were made:

Change "Shoreline/seawall repair and replacements" from 0 to \$25,000

Change "Lake bank repairs" from \$65,000 to \$85,000

Change "Legal" from \$15,000 to \$40,000

Change "Special Counsel" from 0 to \$_____

Increase the assessment to \$125 per home.

The O&M portion of the assessment will increase to \$1,028.81

On MOTION by Mr. Hasty and seconded by Mr. Meyers, with all in favor, Resolution 2024-06, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for September 5, 2024 at 10:00 a.m., at the Community Center (Card Room), 18721 WildBlue Blvd., Fort Myers, Florida 33913; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, as amended, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Mr. Adams presented Resolution 2024-07. The following change was made to the Fiscal Year 2025 Meeting Schedule:

314 DATE: Insert "January 9, 2025"

315

316 **On MOTION by Mr. Hasty and seconded by Mr. Meyers, with all in favor,**
317 **Resolution 2024-07, Designating Dates, Times and Locations for Regular**
318 **Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025,**
319 **as amended, and Providing for an Effective Date, as amended, was adopted.**

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322 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of April 30, 2024**

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325 Mr. Adams presented the Unaudited Financial Statements as of April 30, 2024.

326 The financials were accepted.

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328 **ELEVENTH ORDER OF BUSINESS**

**Approval of May 2, 2024 Regular Meeting
Minutes**

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331 Mr. Adams presented the May 2, 2024 Regular Meeting Minutes.

332 The following changes were made:

333 Line 23: Delete all contents and insert "Steve Hamburger" and "Amenity President"

334 Line 78 and throughout: Change "Cummings Cedarburg" to "Cummins Cederberg"

335 Line 209: Change "Gurley" to "Gurney"

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337 **On MOTION by Mr. Meyers and seconded by Mr. Hasty, with all in favor, the**
338 **May 2, 2024 Regular Meeting Minutes, as amended, were approved.**

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341 **TWELFTH ORDER OF BUSINESS**

Staff Reports

342

343 **A. District Counsel: Kutak Rock LLP**

344 There was no report.

345 **B. District Engineer: Barraco and Associates, Inc.**

346 Mr. Savage reported the following:

- 347 ➤ Staff identified 11,700 linear feet of damaged retaining wall, of which, approximately
- 348 5,300' was identified as being in danger of damage and 6,400' was identified as damaged.

349 ➤ The cost opinion of \$50 million in the Cummins Cederberg Report included
350 contingencies of 25% and 30%. When the details are trued-up from draft to final, Staff will work
351 to obtain more accurate amounts from Cummins Cederberg.

352 Mr. Hasty stated he and Mr. Savage should set up a time to confer with Mr. Barraco
353 regarding the objection challenge that the CDD will file.

354 **C. District Manager: Wrathell, Hunt and Associates, LLC**

- 355 • **864 Registered Voters in District as of April 15, 2024**

- 356 • **NEXT MEETING DATE: July 11, 2024 at 10:00 AM**

- 357 ○ **QUORUM CHECK**

358

359 **THIRTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

360

361 A Board Member stated that someone drew graffiti on a concrete culvert at the south
362 end of Latitude Lake. Mr. Adams stated Mr. Willis will look into having the graffiti removed.

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364 **FOURTEENTH ORDER OF BUSINESS**

Public Comments Non-Agenda Items (3 Minutes Per Speaker)

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367 Discussion ensued regarding "No Trespassing" signage, installing a fence, conveyances,
368 turnovers, the County and when to schedule a workshop.

369 Mr. Gurney asked if the Board can ask Cummins Cederberg to include the costs of
370 demolition and fill dirt in the Report. Mr. Hasty stated Staff can ask but he is fearful of what the
371 amounts will be; it will be best to forward the cross sections to the contractors and have them
372 provide an estimate.

373 Mr. Christenson asked about the Alico Road Expansion and actual payment to Lennar.
374 Mr. Hasty stated it is still being negotiated. A resident shared that, at a recent Commissioner's
375 meeting, they learned that Lennar hired a negotiation company to handle it because they had
376 not reached an agreement and, in a prior meeting, the County received \$4.2 million for the
377 amount of land that is being annexed for the Alico expansion.

378

379 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

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381 **On MOTION by Mr. Meyers and seconded by Mr. Milosevic, with all in favor,**
382 **the meeting adjourned at 12:36 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WILDBLUE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

¹offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901

²Community Center (Card Room), 18721 WildBlue Boulevard, Fort Myers, Florida 33913

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2023	Regular Meeting	10:00 AM
November 2, 2023 CANCELED NO QUORUM	Regular Meeting	10:00 AM
November 9, 2023	Regular Meeting	10:00 AM delayed to 4:30 PM*
December 7, 2023	Regular Meeting	10:00 AM
January 4, 2024	Regular Meeting	10:00 AM
February 1, 2024	Regular Meeting	10:00 AM
March 7, 2024 ²	Regular Meeting	10:00 AM
April 4, 2024 ²	Regular Meeting	10:00 AM
May 2, 2024 ²	Regular Meeting	10:00 AM
May 23, 2024 ²	Workshop	10:00 AM
June 6, 2024 ²	Regular Meeting	10:00 AM
July 11, 2024 ²	Regular Meeting	10:00 AM
August 1, 2024 ²	Regular Meeting	10:00 AM
September 5, 2024 ²	Public Hearing & Regular Meeting	10:00 AM

Exceptions/Notes

**November 9, 2023 Meeting start time delayed to ensure a quorum of the Board.*