

**MINUTES OF MEETING
LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lake Powell Residential Golf Community Development District held a Joint Meeting with the Wild Heron Property Owners Association and a Regular Meeting on February 6, 2023 at 3:00 P.M. (Central Time), at Shark's Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, Florida 32413.

CDD Board Members present were:

David Holt	Chair
David Dean	Vice Chair
Jerry Robinson	Assistant Secretary
Thomas Balduf	Assistant Secretary
Frank Self	Assistant Secretary

POA Board Members present were:

Steven Undercoffer	Resident/POA President
Jennifer Ross	Resident/POA Vice President
Chris Stumpf	Resident/POA Secretary
Sherri Mallory	Resident/POA Treasurer
Frank Self	Resident/POA Director at Large

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Robert Carroll	District Engineer
Tristan LaNasa	Burke Blue Associate
Bethany Womack	Ecologist/District Operations Manager
Craig Thurmond	Craig R. Thurmond & Associates
Mike Jansen	St. Joe
Diane Allewelt	POA Manager
David Fleet	Resident
Patti Undercoffer	Resident
Eddie Levick	Resident
Eva Levick	Resident
James Sweeney	Resident

Ken Black
Terry Olson

Resident
Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Holt called the meeting to order at 3:08 p.m., Central Time. All CDD Supervisors were present. All POA Board Members were present.

Ms. Cerbone and Ms. Sanchez called attention to the joint meeting agenda.

SECOND ORDER OF BUSINESS

Recess Regular Meeting; Convene Joint Meeting

On MOTION by Mr. Holt and seconded by Mr. Self, with all in favor, recessing the Regular Meeting and convening the Joint CDD/POA Meeting, was approved.

THIRD ORDER OF BUSINESS

Public Comments

Resident David Fleet asked the Boards to accelerate maintenance repairs in the community.

FOURTH ORDER OF BUSINESS

Discussion Items

▪ **Irrigation Project**

This item, previously Item 4C, was presented out of order.

Landscape Architect Craig Thurmond provided the following update:

- As the trees have grown over the years, roots have taken over the turf in several areas and there is no turf growth.
- Irrigation was not operational in several areas, with two or three systems working against each other.
- The team identified all the problem areas, created a landscape plan for enhancements, made recommendations for areas where the turf needs to be eliminated and produced 20 renderings, which was very time consuming.

- The drawings can be transmitted to Mr. Bob Scott, an experienced and renowned Irrigation Consultant in Atlanta, who agreed to devise an irrigation plan to upgrade the system to tie in and out of the golf area so there is one system that works.
- The Irrigation Consultant will eventually submit quotes and commence the design process and then pricing for the irrigation project will be obtained. The project is about halfway done and the next steps will go faster.

Mr. Thurmond responded to questions regarding broken pipes, flex pipes, the current code, valves, stopping well and City water usage, golf course daily water consumption, ground cover and controllable zones.

Mr. Holt summarized that the project will be a joint one between the CDD and POA. It will commence on Wild Heron Way, from the gate down, on every avenue that the current system covers, plus eliminate all City water systems. Estimates will be obtained and the project will be completed in three phases.

Discussion ensued regarding project and landscaping costs, most economical type of mulch, the Irrigation Consultant's credentials, the landscape plan, turf replacement and tree removal. Asked about the timing, Mr. Thurmond stated April 1, 2023.

A. Stormwater Facility Management Services Agreement (*CDD already approved*)

It was noted that the POA received a preliminary review of the Stormwater Facility Management Services Agreement from its attorney. The comments have not been shared with Mr. Burke, who was asked to research a recent memorandum that located the addresses of some of the takeover or conveyance of duties between the Developer and CDD.

A POA Board Member voiced their opinion that the CDD should be responsible for all stormwater drainage throughout and noted that the CDD has the expertise of the District Engineer and the Ecologist. Mr. Burke stated he has not received the comments about the Agreement and voiced his understanding that the POA's attorney made a few changes; he will be happy to review the Agreement.

Discussion ensued regarding the Stormwater Facility Management Services Agreement, water conveyances, modifying the environmental permit, the Department of Environmental

Protection (DEP), the County, clogged drains, maintaining the isolated sections, a maintenance easement and doing a land swap.

Ms. Cerbone stated the easy answer is for the CDD to obtain a maintenance easement. Mr. Burke will review the comments from the POA's attorney and follow up with Mr. Roberts.

B. POA Maintenance Agreement (*CDD already approved*)

POA Board Member Sherri Mallory stated she forwarded the Agreement to the POA's attorney and he issued comments. Ms. Allewelt's recommendation is to consider BrightView. Ms. Allewelt and Mr. Holt conferred with BrightView and Mr. Dean put forth a landscape exhibit of standards that he would like the POA to adopt. Prior to the execution of BrightView contract, the POA presented them with the landscape standards that were implemented by the CDD and BrightView accepted them. The contract is currently in place.

- **Landscape Standards**

This item was included for informational purposes.

C. Irrigation Project

This item was addressed prior to Item 4A.

D. Replacement of Streetlights

Mr. Holt presented the Key Electrical Supply, Inc., proposal for six light fixtures. POA Board Member Chris Stumpf stated he checks, repairs and maintains the lights and it has been a challenge, mainly due to all of the construction contractors backing their trucks and trailers in the cul-de-sacs and knocking over the streetlights.

Discussion ensued regarding the lighting proposal, securing other bids, the distributor and cost per light fixture.

A CDD Board Member noted that the POA is responsible for lighting, per the Exchange Agreement, and this item is strictly a POA issue. Ms. Cerbone stated the CDD needs all estimates and quotes by May 1, 2023 so they can be included in the proposed Fiscal Year 2024 budget that will be presented at the June CDD meeting. Ms. Mallory stated the lighting is an open item with regard to whether or not it can be structured as a public purpose in order to ask for CDD assistance with the lighting or with a land swap agreement. Mr. Burke stated Staff will assist with the lighting.

- **Wild Heron Post Colors**

Ms. Mallory presented the Wild Heron New Paint Colors and asked if they will be included in the proposed budget. Ms. Cerbone replied affirmatively.

Ms. Womack will obtain proposals and present them at the next meeting.

E. Wild Heron Conservation Easement Land Exchange

Mr. Holt voiced his opinion that the Conservation Easement land exchange has been overblown. The CDD would like to give the land to the POA and the CDD has no hidden agenda whatsoever. Ms. Mallory stated the POA Board received an opinion from its attorney and was authorized to act on this without a vote of the ownership so the POA Board can approve the land swap. She recently toured the proposed property and was impressed by its size and that it was nicely-cleared. She feels that it is a wonderful opportunity that the POA cannot pass up. The POA would need Ms. Womack's help transferring the environmental permit so that it does not inherit unusable land and the contract needs to be contingent on that basis. Ms. Womack stated she submitted the exhibits and documents to the DEP and the United States Army Corps of Engineers (USACE) with the proposed land swap and submitted a formal request to them with additional information, which is all currently under review. Staff is awaiting the initial reviews and comments from the DEP and USACE. A POA Board Member asked if the CDD already approved the land swap. Ms. Cerbone stated no, the CDD must have the parcel IDs first.

On MOTION for the POA by Ms. Mallory and seconded by Ms. Ross, with all POA Board Members in favor, authorizing Ms. Womack to pursue the land exchange between the CDD and the POA, was approved.

Mr. Stumpf recalled that the CDD previously approved funding for a certain type of clear glass that goes around the boathouse to ensure that meetings can be held in the boathouse year-round but, given that there was an issue with the Architectural Review Board (ARB), he suggested the CDD divert the funds that it was going to use on the boathouse towards the new community room. A few structural deficiencies in the boathouse were recently discovered and need to be repaired.

Discussion ensued regarding structural boathouse repair costs, entering into a lease for the community room, a proposed dock, whether to use the funds to repair the boathouse or to construct the community room and the completion timeline for the community center.

The meeting recessed and reconvened.

Discussion ensued regarding the POA withdrawing its interest in the boathouse agreement, with the hopes that the CDD will re-direct those funds to the community center.

On MOTION for the POA by Ms. Ross and seconded by Ms. Mallory, with all in favor, the POA withdrawing interest in the Boathouse Lease Agreement, was approved.

Regarding the dock project, Ms. Womack stated she submitted a packet to the DEP on November 3, 2022 and a response is pending. She would follow up with an email tomorrow.

FIFTH ORDER OF BUSINESS

Adjourn Joint Meeting; Reconvene Regular Meeting

On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, adjourning the Joint Meeting and reconvening the CDD Regular Meeting, was approved.

The POA Board members left the meeting.

SIXTH ORDER OF BUSINESS

Public Comments

Resident James Sweeney voiced his opinion that there is an issue with the CDD property next to his home, which has overgrowth and has not been trimmed in a while. Mr. Dean stated he emailed Mr. Sweeney a few weeks ago regarding the area and followed up with Ms. Womack. Ms. Womack stated the overgrowth will be trimmed by the end of the week.

SEVENTH ORDER OF BUSINESS

District Counsel: Discussion, Consideration, Update

A. St. Joe

- **Cost Share – Covington Bridge Repair Work**

Mr. Burke stated the cost share and bridge repair work goes with the road resurfacing.

Mr. Holt stated the CDD has between \$400,000 and \$500,000 in reserves to pave the road. There is a difference between the quote and the amount in reserves and he believes St. Joe will be willing to make up the difference. He stated the CDD needs to secure a 50/50 maintenance share agreement with St. Joe on the Covington Bridge and asked why Staff was not trying to collect these funds. Mr. Burke stated Staff has not had anyone to collect it from.

Discussion ensued regarding the how to obtain the funds from St. Joe, grade of asphalt, whether to pave inside or, outside the gate or both, bids to consider, road maintenance, road striping, Phases 1 and 2 and a cost-agreement with St. Joe.

Asked for his opinion, Mr. Carroll stated both bidders are well-qualified for the project.

Ms. Cerbone stated the agreement would be between the CDD and the vendor. Mr. Holt stated the Board needs to also discuss the two quotes to redo the hedges.

Ms. Womack stated there was a proposal from BrightView for the gate to 98 and there was a proposal from Extreme Land or CDC Construction for inside the gate. Referencing handouts, she presented the proposals and stated Extreme Land revised its quote to match the same linear feet, which is the area highlighted in pink and attached to the back of the proposals.

EIGHTH ORDER OF BUSINESS

**District Engineer: Discussion,
Consideration, Update**

A. Consideration of Responses to RFP for Construction Services – 2022 Road Resurfacing

I. Affidavit/Proof of Publication

II. RFP Package

II. Respondents

- a. **CWR Contracting, Inc. *(provided under a separate cover)***

- b. **Gulf Coast Utility Contractors *(provided under a separate cover)***

IV. Evaluation Matrix

The Board ranked the respondents.

Ms. Cerbone stated the Board Members decided to complete rankings individually. The compiled scoring and rankings were as follows:

- | | | |
|----|--------------------------------|------------|
| 1. | CWR Contracting, Inc. | 430 points |
| 2. | Gulf Coast Utility Contractors | 421 points |

V. Award of Contract

Ms. Cerbone stated this came down to a priced-based decision, with CWR Contracting, Inc. (CWR) being the lowest-cost respondent. She asked for a motion to award the contract to CWR Contracting, the highest-ranked, most responsive and responsible respondent.

On MOTION by Mr. Holt and seconded by Mr. Dean, with Mr. Holt, Mr. Dean, and Mr. Robinson in favor and Mr. Self and Mr. Balduf dissenting, awarding the Road Resurfacing Contract to CWR Contracting, Inc., the #1 ranked, lowest-cost, responsive and responsible respondent to the RFP, and authorizing District Counsel to work with the Chair and Vice Chair between meetings to prepare and Agreement with CRW Contracting, Inc., and have it executed, was approved. (Motion passed 3-2)

Further discussion ensued.

On MOTION by Mr. Robinson and seconded by Mr. Dean, with all in favor, rescinding the prior motion and vote, was approved.

On MOTION by Mr. Holt and seconded by Mr. Balduf, with Mr. Holt, Mr. Balduf, Mr. Dean and Mr. Robinson in favor and Mr. Self dissenting, ranking CWR Contracting Inc., as the lowest-priced, responsible and responsive bidder, was approved. (Motion passed 4-1)

On MOTION by Mr. Dean and seconded by Mr. Holt, with Mr. Dean and Mr. Holt in favor and Mr. Balduf, Mr. Self and Mr. Robinson dissenting, proceeding with Phase 1, from 98 to the guardhouse, was not approved. (Motion failed 2-3)

On MOTION by Mr. Balduf and seconded by Mr. Robinson, with Mr. Balduf and Mr. Robinson in favor, and Mr. Holt, Mr. Self and Mr. Dean dissenting, proceeding with the interior only, was not approved. (Motion failed 2-3)

A Board Member suggested trying to negotiate a cost-share agreement with St. Joe for Phase 1.

Discussion ensued regarding delaying the project resulting in it costing a lot more.

Mr. Burke stated that the Board essentially has 30 days to make a decision, as the vendor only has a 30-day hold on the project, pursuant to their bid documents.

This item will be included on the next agenda.

- B. Drainage Improvements [Sweetwater Bay Trail and Wild Heron Way Intersection]**
- C. Bridge Repairs**
- D. Road Way Edge Erosion**

Items B, C and D were not addressed.

NINTH ORDER OF BUSINESS

District Ecologist: Discussion, Consideration, Update

- A. Road Side Slope Work Proposal**

This item will be removed from the agenda.

- B. S-Curve Conservation Area Proposal**
- C. Wildlife Signage Proposal**
- D. Marsh Rabbit Run Culvert**
- E. Invasive Plant Removal**
- F. Drainage Improvements**

Ms. Womack will forward the Extreme Land and BrightView proposals to Management, for inclusion on the next agenda.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2022

This item was deferred.

ELEVENTH ORDER OF BUSINESS

Approval of December 5, 2022 Regular Meeting Minutes

This item was deferred.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC***
- B. District Counsel: *Burke Blue***
- C. District Engineer: *McNeil Carroll Engineering, Inc.***
- D. District Manager: *Wrathell, Hunt and Associates, LLC***

These items were deferred.

- **NEXT MEETING DATE: March 6, 2023 at 3:00 P.M. (Central Time)**
- **QUORUM CHECK**

The next meeting will be held on March 6, 2023.

Ms. Cerbone discussed continuing to hold meetings at the Shark Teeth Clubhouse.

On MOTION by Mr. Holt and seconded by Mr. Self, with all in favor, continuing to meet at the Sharks Tooth Clubhouse, if possible, was approved.

THIRTEENTH ORDER OF BUSINESS

Board Member Comments

This item was deferred.

FOURTEENTH ORDER OF BUSINESS

Public Comment

This item was deferred.

FIFTEENTH ORDER OF BUSINESS

Action Item Recap

This item was deferred.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the meeting adjourned at 5:57 p.m., Central Time.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair