

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

June 4, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Lake Powell Residential Golf Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889

www.lakepowellcdd.net

May 28, 2025

ATTENDEES:

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

Board of Supervisors

Lake Powell Residential Golf Community Development District

NOTE: Meeting Location

Dear Board Members:

The Board of Supervisors of the Lake Powell Residential Golf Community Development District will hold a Regular Meeting on June 4, 2025 at 2:00 p.m. (Central Time), at the Office of the POA, 1110 Prospect Promenade, Panama City Beach 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update/Report: Guardhouse
4. District Engineer: Discussion/Consideration/Update/Ratification
 - A. Status of Traffic Consultant
 - B. Status of Road Resurfacing and Related Items
5. District Counsel: Discussion/Update/Ratification
 - A. Update: Waterway Signage (No Wake, Speeding)
 - B. Discussion: Potential turnover of Wild Heron Way, Guard House to 98
6. District Ecologist: Discussion/Consideration/Update
 - A. Update: Conservation Easement Swap - Survey & Legal Status
 - I. Walking Trails
 - II. Walking Trails Map
 - B. FPL Line/Tree Trimming and Other Applicable Fire Wise Protocol
 - C. Update: The Lake Doctors, Inc. Inspection Report
7. Approval for LiveOak Fiber to install Fiber Optic Underground Infrastructure on Wild Heron Way

8. Continued Discussion: Speeding on WHW
 - ElanCity Quotation No SO11586
9. Discussion/Consideration of Landscape Plan for Gatehouse
 - A. Gate House Landscape Maps
 - B. Rotolo Consultants Incorporated, Proposal for Wild Heron Entry Gate Enhancement
10. Consideration of Resolution 2025-07, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
11. Consideration of Resolution 2025-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
12. Consideration of Resolution 2025-09, Providing for the Designation of No Wake Zone on Lake Powell; Making Certain Findings of Fact; Providing for Signage and Location on Lake Powell; Providing Authority for Chairman and District Staff; and Providing an Effective Date
13. Public Comments
14. Acceptance of Unaudited Financial Statements as of April 30, 2025
15. Approval of May 7, 2025 Regular Meeting Minutes
16. 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*
 - NEXT MEETING DATE: August 6, 2025 at 2:00 PM Central Time [Adoption of FY2026 Budget]

○ QUORUM CHECK

SEAT 1	DAVID HOLT	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	DAVID DEAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	THOMAS BALDUF	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOEL STEPHENS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	KEN BLACK	☐ IN PERSON	☐ PHONE	☐ NO

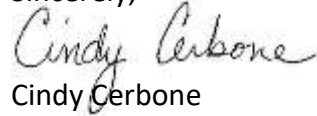
17. Board Member Comments

18. Public Comment

19. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Chris Conti at (724) 971-8827.

Sincerely,



Cindy Cerbone
District Manager

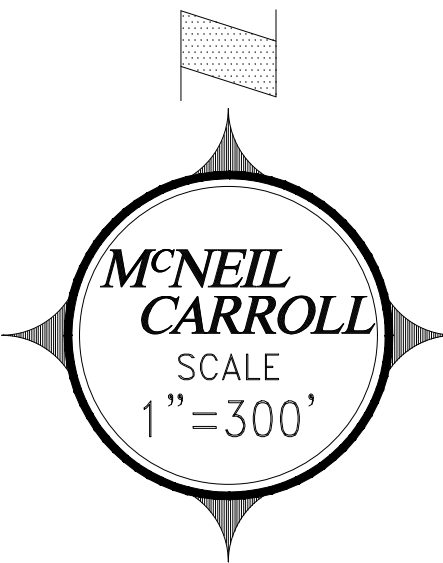
FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

6A11



**McNEIL—
—CARROLL**
ENGINEERING, INC.

Phone: 850-234-1730
Fax: 850-234-1731

Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.			DATE	BY	REVISIONS
01					
02					
03					
04					
05					

Sean D. McNeil, P.E. PROFESSIONAL ENGINEER FL LC # 49303	Robert L. Carroll, P.E. PROFESSIONAL ENGINEER FL LC # 57988
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Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LC # 57988

1 OF 1
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LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

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ELAN CITY
 450 7th Avenue (& 34th St.) Suite 1501
 New York City, NY 10123-1591
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Shipping address :

Lake Powell Residential Golf CDD
 Lake Powell Residential Golf CDD
 1511 Marsh Point Lane
 Panama City Beach, FL 32413
 United States

Invoice address :

Lake Powell Residential Golf CDD
 2300 Glades Road
 #410W
 Boca Raton, FL 33431
 United States

Lake Powell Residential Golf CDD
2300 Glades Road
#410W
Boca Raton, FL 33431
United States

Quotation N° SO11586

Your Reference	Quotation Date	Contact	Payment Term
	05/12/2025	DILLON Alia	

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPCN0006AA] Option CONNECT pour Evolis VISION - 4G Version AMERIQUE	4.00 Unit(s)	240.00	0.00	240.00	\$ 960.00
[EABO0005AA] 4G subscription for EVOLIS/EVOCITY - 24 Months With SIM Card	4.00 Unit(s)	400.00	0.00	400.00	\$ 1,600.00
[DCE] Delivery Charge	1.00 Unit(s)	50.00	0.00	50.00	\$ 50.00
[99900] Discount	1.00 Unit(s)	-300.00	0.00	-300.00	\$ -300.00
Total discount HT:					\$ 300.00
Net Total :					\$ 2,310.00
Taxes (20%):					\$ 0.00
Total :					\$ 2,310.00

CUSTOMER CONTACT INFO:

- Name:
- Phone:
- Email:

QUOTE PRICING AND EXPIRATION:

- Quote valid until :
- PROMO CODE / OFFER:

Valid for agreement

(Stamp, Signature and Date)

The :

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS ELAN CITY, INC.

1.Applicability

(a) These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the seller named on the previous pages of these Terms ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "Sales Confirmation" and these Terms (collectively, this "Agreement")) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2.Delivery

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Buyer's location (the "Delivery Point") using Seller's standard methods for packaging and shipping such

Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance)..

3.Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's

negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4.Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

5.Amendment and Modification.

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6.Inspection and Rejection of Nonconforming Goods.

Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

7.Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date of Buyer's purchase order.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

8.Payment Terms

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the (a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by any Payment Method and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs

incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9.Limited Warranty

(a) Seller warrants to Buyer that for a period of twenty-four (24) months ("Warranty Period"), from the date of shipment of the Goods that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. This statement excludes the Batteries, for which the Warranty Period is limited to six (6) months.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product")

may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third-Party Products are not covered by the warranty in Section 11. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.

10.Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID

TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

11.Indemnification for Improper Use.

To the extent permitted by applicable law, the Buyer will defend the Seller and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Seller, and its respective officers, representatives, directors, employees, and agents ("Indemnified Party") from and against any and all third party claims, lawsuits, damages, costs (including reasonable attorneys' fees), expenses, liens and proceedings arising from personal injury (including death) or damage to property, incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to a) Buyer's acts, omissions and misrepresentations, b) Buyer's failure or alleged failure to comply with applicable laws, and/or (c) Buyer's use, promotion or sale of products provided by Seller (each a "Third-Party Claim" and collectively "Third-Party Claims") and will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim

12.Compliance with Law.

Buyer shall comply with all applicable laws, regulations, and ordinances in connection with the proper use of these products. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes

all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13.Termination.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14.Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked,

designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God ; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating

the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 18, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

17. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

21. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without

the prior written consent of both parties.

22. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the signed quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of

transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this

Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.

INFORMATION - SIGNATURE - STAMP

Delivery address

Site name:
Address:
Post code: City:

Delivery schedule : (mandatory in case of equipment purchase)

Monday to Friday: to
Closing days:

Contact

Name :
Tel.:
E-mail address of@.....

Specific information

.....
.....

The signatory declares having the capacity to represent and bind the buyer.
S/he declares having reviewed and validated these general terms and conditions of sale.

Approved on:

First name Last name:

Title:

Signature

LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

9A

Existing Crape Myrtle

- (16) Podocarpus 4' Ht. qal.
- (3) Butterfly Bush Purple 7 qal.
- (20) Sasanqua Camellia "Yuletide" 5 qal.
- (3) "Lime Light" Hydrangea 5 qal.
- (9) Formosa George Tabor Azalea 3 qal.
- (22) Spartina 3 qal.
- (18) Cerise Loropetalum 3 qal.
- (41) Pink Muntly Grass 3 qal.
- (25) Zamia Cooile 5 qal.

- ⊙ (17) Perennial Salvia | gal.
- ⊙ (21) African Iris "White" | gal.
- ⊗ Seasonal Color Annuals Size 4" pots min.
- ⊙ (6,623 sf + / -) "Tiftuf" Bermuda Squares

- Contractor(s) shall visit site prior to submitting bid and prior to commencing work to become completely familiar with site conditions. If there is a discrepancy between field conditions and the plan(s) notify the Landscape Designer prior to bidding.
- Contractor(s) shall and will comply with federal, state and local codes.
- Contact all utility authorities to mark location of site utilities. Install flags or stakes and continue to maintain all flagging or staking the duration of the project.
- Coordinate all work with utility companies and other project contractors
- Damage to utilities and /or other contractors' work shall be immediately reported to the utility authorities and the appropriate project contractors. Repairs shall be immediate and at no expense to the owner.
- All materials, locations, and workmanship are subject to approval by the Landscape Designer.
- Check all materials for specified requirements and damage. Unsatisfactory materials will be rejected.
- Store and protect all construction materials within the designated limit of work area. If necessary, the Contractor(s) shall provide off-site materials storage and protection.
- All layouts of materials shall be conducted by the Contractor(s). Layout materials in accordance with the points, lines and shapes as shown on the drawings. Layout adjustments shall be conducted in the presence of the Owner's Representative and / or the Landscape Designer. Landscape Designer must approve the layout prior to plant and/or hardscape installation. Failure to do this might result in plants relocations by the contractor.

- All materials, labor and workmanship shall be guaranteed for (1) one year from date of final punch list approval and project closeout.
- All hardscape elements shall be free of any defects, mechanical systems shall be 100% operable of any defects, pest and / or diseases at the end of the warranty period.
- At any time during the project or during the warranty period, upon notification from the Owner of the Landscape Designer, the Contractor shall immediately remove and replace all defective materials .
- Warranty to replace plant material shall extend (1) one year from date of replacement.

All plant material shall be Florida Plant Grade No. 1 or better. Contractor shall be aware that the Owner's Representative and the Landscape Designer are expecting high quality plant materials for the project. Should specified materials not be available or be sub - standard in fullness and form, contact the Landscape Designer for possible substitutions. Determination of sub - standard plant materials will be at the discretion of the Owner's Representative and the Landscape Designer. Sub - standard plant materials will be rejected.

Maintain all stored and installed plant materials in excellent health for the duration of the project. Install all materials consistent with the highest of industry standards. Handle all plant materials only by the rootballs. Do not handle by the trunks, branches and / or foliage. Remove all flags and or tags from plant material.

Soil amendments shall be dampened then incorporated into existing soils. Mix ratio shall be 1/3 amendments to 2/3 existing soils.

Amendments: Aged (1yr.) Hammernilled Pinebark Soil Conditioner - 40%
Premium Peat Moss Additive- 40%
Aged (1yr.) Mushroom Compost- 20%
Recommended Amount of "Osmocote" time release fertilizer or equal.

All plant material shall be mulched to a minimum depth of 3" with clean Pinestraw or Aged Hardwood Mulch.

Prior to plant installation, all grasses, weeds, and other existing vegetation, as well as, debris and excess soil, shall be removed from the site except, those areas noted "To Remain".

Any deviations for the plant list shall be immediately be brought to the attention, by phone and in writing to CRT & Associates prior to execution. Any work done prior to or without such notification shall release CRT of all responsibilities related to this plan.

It is the Landscape Contractor's responsibility to verify all plant counts. The Landscape Designer has taken care in the preparation of the plans but will not assume responsibility for miss labeled or improperly counted materials. The contractor shall be responsible for installing the plan as per the drawing and will need to verify all materials during the bid process.

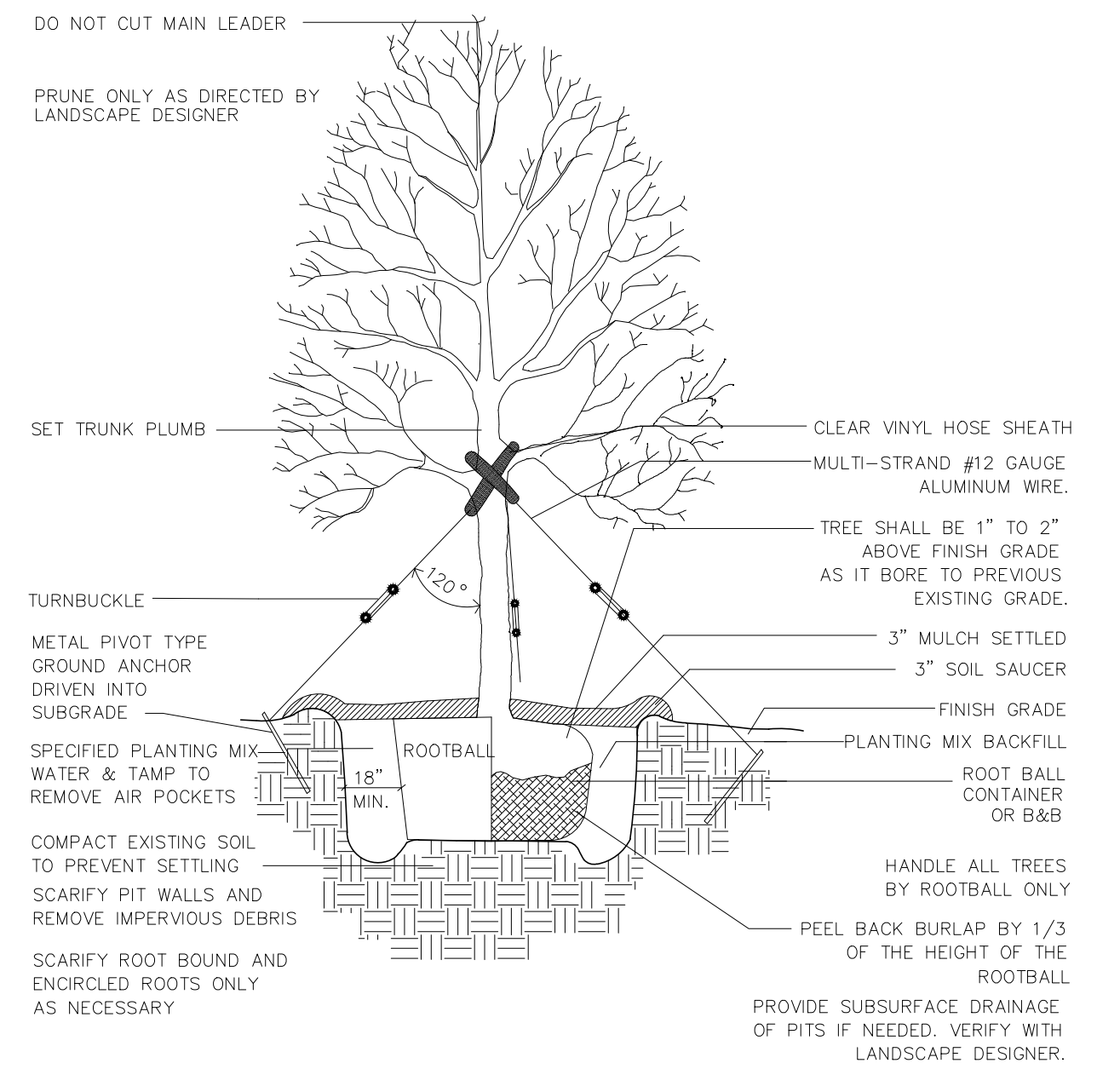


Diagram illustrating the cross-section of a tree installation:

- SPACING AS PER DRAWING
- 2" MULCH SETTLED
- ROOTBALL/CONTAINER
- PLANTING MIX AS PER SPECIFICATIONS (4" MIN)
- SUBGRADE

A cross-sectional diagram of a tree planting pit. The diagram shows a tree with a root ball or burlap and burlap (B&B) container. The pit is filled with a specified planting mix, which is 4 inches deep. The pit is surrounded by a 3-inch layer of mulch settled. The finish grade is indicated. The diagram also shows a 6-inch layer of the specified planting mix below the pit.

Labels in the diagram include:

- 3" SAUCER OF MIX
- SPECIFIED PLANTING MIX
- 4" MIN.
- 6"
- 2" MULCH SETTLED
- FINISH GRADE
- ROOT BALL CONTAINER OR B&B

CRAIG
R.
THURMOND
& ASSOCIATES INC.

0 15 30 60 120

NORTH

SCALE: 1"= 30'-0"

[illegible]

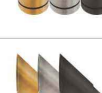
Landscape Design
Gate House Landscape Enhancement
Wild Heron P.O.A.

**Craig R. Thurmond
& Associates Inc.**

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LANDSCAPE
PLAN
SHEET L-1.01

VERSA BEAM
Modular Integrated Fixture

VERSA BEAM CONFIGURATIONS		2700K	3000K	Intertek
VB-01	CAP: Uplighting applications <i>Includes Cap, Light Engine, Optics (5°, 30°, 60°), & Honeycomb Louver</i>	VB-01-BR-2700 VB-01-BK-2700 VB-01-NI-2700	VB-01-BR-3000 VB-01-BK-3000 VB-01-NI-3000	
VB-02	ROUND FLANGE: Up lighting, path marker lighting, or recessed lighting applications <i>Includes Round Flange, Light Engine, Optics (5°, 30°, 60°), & Honeycomb Louver</i>	VB-02-BR-2700 VB-02-BK-2700 VB-02-NI-2700	VB-02-BR-3000 VB-02-BK-3000 VB-02-NI-3000	
VB-03	SQUARE FLANGE: Up lighting, path marker lighting, or recessed lighting applications <i>Includes Square Flange, Light Engine, Optics (5°, 30°, 60°), & Honeycomb Louver</i>	VB-03-BR-2700 VB-03-BK-2700 VB-03-NI-2700	VB-03-BR-3000 VB-03-BK-3000 VB-03-NI-3000	
VB-04	6" ACRYLIC BUBBLE ROD: Down lighting and ornamental lighting applications <i>Includes 6" Acrylic Bubble Rod, Light Engine, Hanging Loop</i>	VB-04-BR-2700 VB-04-BK-2700 VB-04-NI-2700	VB-04-BR-3000 VB-04-BK-3000 VB-04-NI-3000	
VB-05	12" ACRYLIC BUBBLE ROD: Down lighting and ornamental lighting applications <i>Includes 12" Acrylic Bubble Rod, Light Engine, Hanging Loop</i>	VB-05-BR-2700 VB-05-BK-2700 VB-05-NI-2700	VB-05-BR-3000 VB-05-BK-3000 VB-05-NI-3000	
VB-06	PERFORATED SHIELD: Down lighting and accent lighting applications <i>Includes Perforated Shield, Light Engine, Hanging Loop</i>	VB-06-BR-2700 VB-06-BK-2700 VB-06-NI-2700	VB-06-BR-3000 VB-06-BK-3000 VB-06-NI-3000	
VB-07	ROUND 4 WINDOW: Path marker applications <i>Includes Round 4 Window, Light Engine</i>	VB-07-BR-2700 VB-07-BK-2700 VB-07-NI-2700	VB-07-BR-3000 VB-07-BK-3000 VB-07-NI-3000	
VB-08	SQUARE 4 WINDOW: Path marker applications <i>Includes Square 4 Window, Light Engine</i>	VB-08-BR-2700 VB-08-BK-2700 VB-08-NI-2700	VB-08-BR-3000 VB-08-BK-3000 VB-08-NI-3000	
VB-09	ROUND EYEBROW: Path marker lighting and hardscape accent lighting applications <i>Includes Round Eyebrow, Light Engine</i>	VB-09-BR-2700 VB-09-BK-2700 VB-09-NI-2700	VB-09-BR-3000 VB-09-BK-3000 VB-09-NI-3000	
VB-10	SQUARE EYEBROW: Path marker lighting and hardscape accent lighting applications <i>Includes Square Eyebrow, Light Engine</i>	VB-10-BR-2700 VB-10-BK-2700 VB-10-NI-2700	VB-10-BR-3000 VB-10-BK-3000 VB-10-NI-3000	
VB-11	KNUCKLE, SHIELD, AND CAP: Directional lighting, up lighting, or down lighting if used with a standard mount <i>Includes Knuckle, Shield, Cap, Light Engine, Optics (5°, 30°, 60°), & Honeycomb Louver</i>	VB-11-BR-2700 VB-11-BK-2700 VB-11-NI-2700	VB-11-BR-3000 VB-11-BK-3000 VB-11-NI-3000	
Brilliance Metal Works				

Symbol

■ VB-10
● VB-11-3000
● VB-11-2700

LIGHTING KEY

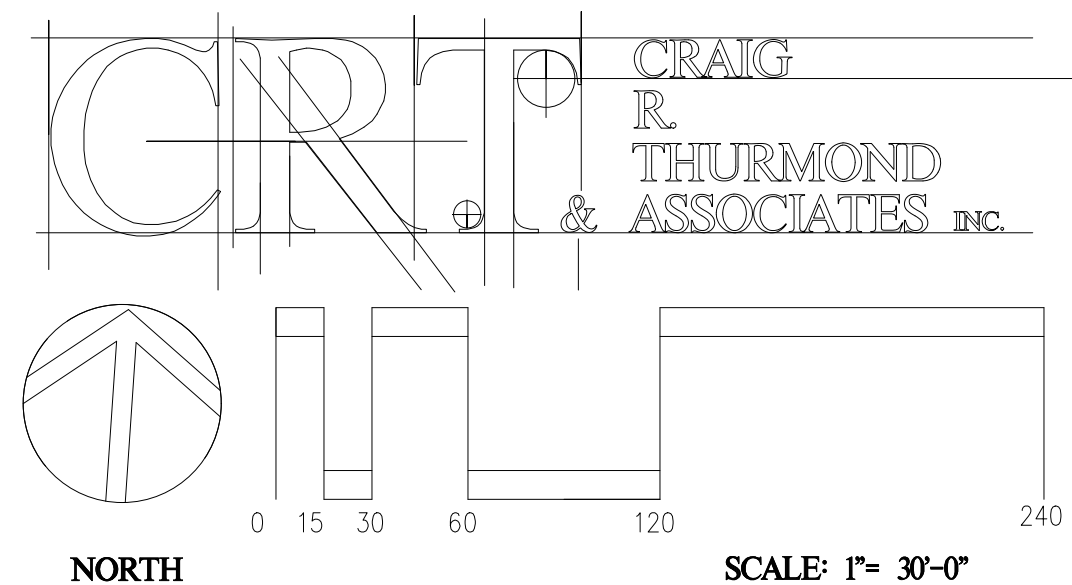
QTY.	SYM.	MANU.	DESCRIPTION
10	VB-10	Versa Beam	EM" SPJ13-300-908-MBR-8W-12V-27K-180"
1-2700	VB-11-2700	Versa Beam	Type "CM" GS2-213-FL-13W-WW-LV-BZ-SGS2UP30-LMSB
1-3000	VB-11-3000	Versa Beam	Type "LT" GM2-213-FL-23W-CW-LV-BZ-SGS2UP30-LMSB
TBD	X	Brilliance	300 watt lowvoltage transformer. Use no more than 80% of wattage

Under brush this area.
Remove all plants and vines
to clean up this entry area.

Existing Sign Feature

(3) Relocated Boulders
from the Exit Lane Side
of the Gate House

24" High Berm
Berm shall roll down away
from the sign face.
Make sure the line of sight
for the sign is not obstructed.



Craig R. Thurmond
& Associates Inc.

30 Wynnfied Court, Toccoa, GA 30577 Phone: (850) 873-8728

Landscape Design
Gate House Landscape Enhancement
Wild Heron P.O.A.

Wild Heron Way

Panama City Beach, FL

DATE
05/20/2025

REVISIONS

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LIGHTING
PLAN
SHEET L-103

LANDSCAPE
PLAN
SHEET L-1.02

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

9B



Rotolo Consultants Incorporated

38001 Brownsville Rd. | Slidell, LA 70460
 (985) 643-2427 | Fax (985) 643-2691
 RotoloConsultants.com

To:	Wild Heron Homeowner's Association	Contact:	
Address:	1110 Prospect Promenade Panama City Beach, FL 32413	Phone:	(850) 249-1516
Project Name:	Wild Heron Gate House Enhancements	Fax:	
Project Location:	Panama City Beach, FL	Bid Number:	
		Bid Date:	5/20/2025

Item Description	Total Price
Landscape - Furnish & Installation Includes: • Removal And Haul Off Of All Existing Sod And Plants In New Areas Of Installation; Clearing Of Underbrush As Indicated On Plan, Site Prep And Fine Grading • Creation Of Berm As Indicated On Plan • Relocation Of Boulders • Plantings As Listed On Both L-1.01 & L-1.02 • 7000 SF Allowance Of Pinestraw Mulch • 400 SF Allowance Of Mini Bark Nuggets For Seasonal Color Beds • 12,230 SF Allowance Of TifTuf Bermuda Sod Excludes: • Any Herbicide Applications	\$32,952.00
Design/Build Automatic Irrigation System - Furnish & Installation • Assumes Connection To Existing Mainline In All Areas • Assumes Use Of 3 Existing Valves • Includes New Valves, Decoders, Wiring, Piping, And Heads To Support New Plantings And Sod • Excludes Any Sleeving/Boring/Jetting • Excludes New Controller, Rain Sensor, Or Any Additional Mainline	\$8,097.00
Outdoor Lighting - Furnish & Installation • Assumes Connection To Existing Transformer & Timer • Includes 12 Up Lights - FX Luminaire Macchia Ultimo Bronze Metallic 5W LED • Includes Associated Low Voltage Wire And Waterproof Connectors • Excludes Any Conduit • Excludes And Sleeving/Boring/Jetting	\$3,245.00

Total Bid Price: \$44,294.00

Notes:

- Performance and payment bond has not been included.
- No import, export or spreading of topsoil is included in the scope of this proposal.
- No work is included that is not specifically described above.
- This proposal is valid for 30 days.

Payment Terms:

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Rotolo Consultants Inc. Authorized Signature: _____ Estimator: Shawn Tubbs (985) 643-2427 ext 201 stubbs@rotoloconsultants.com
---	--

LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Lake Powell Residential Golf Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 6, 2025

HOUR: 2:00 PM (Central Time)

LOCATION: Office of POA
1110 Prospect Promenade
Panama City Beach, Florida 32413

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Bay County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** 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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2025.

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025/2026 Proposed Budget

Exhibit A: FY 2025/2026 Proposed Budget

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Statement of Revenue and Expenditures	1 - 3
Definitions of General Fund Expenditures	4 - 6
Debt Service Statement of Revenue and Expenditures - Series 2012	7
Debt Service Schedule - Series 2012	8
Debt Service Statement of Revenue and Expenditures - Series 2025	9
Debt Service Schedule - Series 2025	10
Per Unit Assessment Summary and Comparison	11 - 12

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy - gross	\$ 692,622				\$ 973,460
Allowable discounts (4%)	(27,705)				(38,938)
Assessment levy - net	664,917	\$ 582,565	\$ 82,352	\$ 664,917	934,522
Interest and miscellaneous	1,000	13,716	-	13,716	1,000
Total revenues	665,917	596,281	82,352	678,633	935,522
EXPENDITURES					
Professional & admin					
Supervisors	9,689	4,306	5,383	9,689	12,918
Management services	31,153	15,576	15,577	31,153	31,153
Accounting services	11,012	5,506	5,506	11,012	11,012
Assessment roll preparation	14,510	7,255	7,255	14,510	14,510
Audit	7,800	1,500	6,300	7,800	7,800
Legal	12,000	2,700	9,300	12,000	12,000
Engineering	13,280	-	13,280	13,280	13,280
Postage	1,775	772	1,003	1,775	1,775
Telephone	1,050	525	525	1,050	1,050
Meeting room rental	4,500	600	3,900	4,500	-
Website maintenance	750	-	750	750	750
ADA website compliance	210	-	210	210	210
Insurance	8,542	8,481	-	8,481	9,768
Printing and binding	1,500	750	750	1,500	1,500
Legal advertising	2,500	281	2,219	2,500	2,500
Other current charges	1,200	712	1,038	1,750	1,750
Office supplies	500	500	-	500	500
Special district annual fee	175	-	175	175	175
Trustee	7,431	-	7,431	7,431	7,431
EMMA software service	-	-	-	-	500
Arbitrage rebate calculation	1,200	-	1,200	1,200	1,200
Dissemination agent	1,000	-	1,000	1,000	1,000
Total professional & admin	131,777	49,464	82,802	132,266	132,782
Security					
Security management services	244,608	114,817	110,000	224,817	220,932
Total security	244,608	114,817	110,000	224,817	220,932

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	FY 2026
EXPENDITURES (continued)					
Lake & wetlands monitoring					
Mitigation and monitoring					
Mitigation-prescribed burns/gyro	46,050	4,070	41,980	46,050	46,050
Ecologist and operations management	57,980	11,010	46,970	57,980	57,980
Upland mitigation area maintenance	-	849	-	849	-
Total wetland & upland monitoring	104,030	15,929	88,950	104,879	104,030
 Roadway and landscape services					
Bridge repairs and maintenance	50,000	43,650	6,350	50,000	50,000
Roadway repairs and maintenance	50,000	2,850	47,150	50,000	50,000
Roadway resurfacing 98 to guard house	700,000	-	534,277	534,277	-
Road restriping, painting, other projects	30,000	1,530	28,470	30,000	-
Wild Heron Way landscape contract services	-	-	-	-	263,809
Landscape irrigation agreement with POA/ St. Joe	-	-	-	-	17,850
Total roadway services	830,000	48,030	616,247	664,277	381,659
 Stormwater management					
Operations	17,250	-	17,250	17,250	17,250
Electric-lift stations	900	-	900	900	900
Pond aeration	5,000	4,822	4,000	8,822	10,000
Stormwater system repairs	18,000	5,700	12,300	18,000	48,000
Total stormwater management	41,150	10,522	34,450	44,972	76,150

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	FY 2026
EXPENDITURES (continued)					
Other fees & charges					
Feral swine removal	500	-	500	500	500
Tax collector	13,852	11,651	2,201	13,852	19,469
Total other fees & charges	14,352	11,651	2,701	14,352	19,969
Total expenditures	1,365,917	250,413	935,150	1,185,563	935,522
 Excess/(deficiency) of revenues over/(under) expenditures	 (700,000)	 345,868	 (852,798)	 (506,930)	 -
Fund balance - beginning	1,515,887	1,805,602	2,151,470	1,805,602	1,298,672
Fund balance - ending					
Committed					
Disaster ¹	250,000	250,000	250,000	250,000	250,000
District bridge projects ²	25,000	25,000	25,000	25,000	25,000
Road projects ³	100,000	100,000	100,000	100,000	200,000
Stormwater system upgrades ⁴	50,000	50,000	50,000	50,000	50,000
Assigned					
3 Months Working Capital ⁵	347,886	260,646	260,646	260,646	241,207
Unassigned	43,001	1,465,824	613,026	613,026	532,465
Fund balance- ending	<u>\$ 815,887</u>	<u>\$ 2,151,470</u>	<u>\$ 1,298,672</u>	<u>\$ 1,298,672</u>	<u>\$ 1,298,672</u>

¹This item represents a portion of fund balance that is intended to cover the costs of a material disaster, which is defined as aggregate expenditures in excess of \$50,000 that are necessary to mitigate significant damage resulting from a hurricane, tornado, flood, sinkhole or chemical spill within the boundaries of the District.

²The District owns two bridges and anticipates future infrastructure repairs to maintain these assets.

³Future road resurfacing or similar project(s) include the CDD road leading to the guard gate and the CDD road(s) beyond the guard gate and any CDD owned spine roads.

⁴This item is partial/expected costs associated with upgrading and connecting remaining stormwater pumps as needed.

⁵This item represents fund balance that will be needed to cover expenditures from October through December. Note, assessments should be sufficient to replenish this component of fund balance as it will be needed for the same purpose in subsequent fiscal years.

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional Services

Supervisors	\$ 12,918
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management services	31,153
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, administer the issuance of tax exempt bond financing, and finally operate and maintain the assets of the community.	
Accounting services	11,012
Preparation of all financial work related to the governmental and enterprise funds of the District, which includes preparation of monthly financial reports and annual budgets.	
Assessment roll preparation	14,510
The District may collect its annual operating and debt service through direct billing to landowners and/or placement of assessments on the annual real estate tax bill from the county's tax collector. The District's contract for financial services with Wrathell, Hunt and Associates, LLC includes assessment roll preparation services. The District anticipates all assessments to be levied on the November county tax bill.	
Audit	7,800
The District is required by Florida State Statute to undertake an independent examination of its books, records and accounting procedures on an annual basis.	
Legal	12,000
Burke, Blue, Hutchison & Walters, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyance and contracts. In this capacity, they provide services as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and service to development.	
Engineering	13,280
McNeil Carroll Engineering provides a broad array of engineering, consulting and construction services to the District, which assist the District in crafting solutions with sustainability for the long term interests of the community - recognizing the needs of government, the environment and maintenance of District's facilities.	
Postage	1,775
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Telephone	1,050
Website maintenance	750
ADA website compliance	210
Insurance	9,768
The District carries public officials and general liability insurance policies. The limit of liability is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability limit.	
Printing and binding	1,500
Letterhead, envelopes, copies, etc.	
Legal advertising	2,500
The District advertises in the News Herald for monthly meetings, special meetings, public hearings, bidding, etc. Based on prior year's experience.	

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Other current charges	1,750
Bank charges, automated AP routing and other miscellaneous expenses that incur during the year.	
Office supplies	500
Accounting and administrative supplies.	
Special district annual fee	175
Annual fee paid to the Department of Economic Opportunity.	
Trustee	7,431
Annual fee paid to US Bank for services provided as trustee, paying agent and registrar.	
EMMA software service	500
Arbitrage rebate calculation	1,200
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.	

Security

Security management services	220,932
The District entered into an agreement with the Wild Heron POA to provide the management oversight of the District's interest in security services. The security services firm agreement is with the CDD.	

Expenditures (continued)

Field operations

Lake & wetlands monitoring

Mitigation and monitoring	
Mitigation-prescribed burns/gyro	46,050
A licensed and approved contractor will perform the prescribed burning and mechanical fuel reduction to the guidelines set forth by the Wild Heron ecologist. The contractor's goal will be to reduce fuel hazards within the conservation areas without impacting wetlands, endangered plants/trees, and safety for residents and structures.	
Signage	-
Ecologist and operations management	57,980
The District has retained the services of Cypress Environmental. The agreement was executed in April of 2016. The agreement can automatically renew with no price increase, an environmental consultant, to provide services as follows:	

Task	Frequency	
WQ sampling	1	
Prescribed	4	
Monthly	12	
Mitigation/AM	1	
Monthly	4	
Lake	54	

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Roadway and landscape services

Bridge repairs and maintenance	50,000
Roadway repairs and maintenance	50,000
Operations and maintenance activities for District-owned roads. These expenditures include minor repairs and modifications, and future construction projects.	
Roadway resurfacing 98 to guard house	-
Road restriping, painting, other projects	-
Wild Heron Way landscape contract services	263,809
POA has bifurcated costs associated with Wild Heron Way. This includes current landscape contract service items.	
Landscape irrigation agreement with POA/ St. Joe	17,850
Based on the annual expense for the shared water agreement between the POA and CDD with St. Joe for landscape irrigation.	

Stormwater management

Operations	17,250
This includes the following items relating to the District's stormwater pump stations.	
Pump station maintenance & repairs	10,250
Stormwater inspections-McNeil/Carroll	2,000
Gulf Power Utility costs to power to pump stations	5,000
Electric-lift stations	900
Pond aeration	10,000
Includes electricity, pond treatment services by Lake Doctors and other pond enhancements	
Stormwater system repairs	48,000

Other fees & charges

Feral swine removal	500
Tax collector	19,469
Total expenditures	\$ 935,522

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2012 BONDS
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 443,119				\$ -
Allowable discounts (4%)	(17,725)				-
Assessment levy - net	425,394	\$ 371,662	\$ 53,732	\$ 425,394	-
Special Assessment - Direct Bill POA	1,675	1,675	-	1,675	-
Interest	-	12,224	-	12,224	-
Total revenues	427,069	385,561	53,732	439,293	-
EXPENDITURES					
Debt service					
Principal	245,000	240,000	5,000	245,000	-
Interest	137,281	71,875	65,406	137,281	-
Total debt service	382,281	311,875	70,406	382,281	-
Other fees & charges					
Property appraiser	-	-	-	-	-
Tax collector	8,862	7,433	1,429	8,862	-
Total other fees & charges	8,862	7,433	1,429	8,862	-
Total expenditures	391,143	319,308	71,835	391,143	-
Excess/(deficiency) of revenues over/(under) expenditures	35,926	66,253	(18,103)	48,150	-
OTHER FINANCING SOURCES/(USES)					
Transfer Out	-	-	(64,788)	(64,788)	-
Payment to refunded bond escrow agent	-	-	(671,352)	(671,352)	-
Total other financing sources/(uses)	-	-	(736,140)	(736,140)	-
Fund balance:					
Net increase/(decrease) in fund balance	35,926	66,253	(754,243)	(687,990)	-
Beginning fund balance (unaudited)	665,500	687,990	754,243	687,990	-
Ending fund balance (projected)	\$701,426	\$754,243	\$ -	\$ -	-
Use of fund balance					
Debt service reserve account balance (required)					-
Principal and interest expense - November 1, 2026					-
Projected fund balance surplus/(deficit) - as of September 30, 2026					\$ -

Lake Powell
Community Development District
Series 2012
\$5,160,000

Debt Service Schedule

Date	Principal	Prepayment	Coupon	Interest	Total P+I
11/01/2024	240,000.00		5.750%	71,875.00	311,875.00
05/01/2025	-		-	64,975.00	64,975.00
06/04/2025	2,260,000.00			11,912.08	2,271,912.08
11/01/2025	-		5.750%	-	-
05/01/2026	-		-	-	-
11/01/2026	-		5.750%	-	-
05/01/2027	-		-	-	-
11/01/2027	-		5.750%	-	-
05/01/2028	-		-	-	-
11/01/2028	-		5.750%	-	-
05/01/2029	-		-	-	-
11/01/2029	-		5.750%	-	-
05/01/2030	-		-	-	-
11/01/2030	-		5.750%	-	-
05/01/2031	-		-	-	-
11/01/2031	-		5.750%	-	-
05/01/2032	-		-	-	-
11/01/2032	-		5.750%	-	-
Total	-		-	-	-

**LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025 REFUNDING BONDS
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy - gross	\$ -				\$ 317,686
Allowable discounts (4%)	-				(12,707)
Assessment levy - net	-	\$ -	\$ -	\$ -	304,979
Special Assessment - Direct Bill POA	-	-	-	-	1,205
Total revenues	-	-	-	-	306,184
EXPENDITURES					
Debt service					
Principal	-	-	-	-	215,000
Interest	-	-	-	-	80,223
Total debt service	-	-	-	-	295,223
Other fees & charges					
Tax collector	-	-	-	-	6,354
Total other fees & charges	-	-	-	-	6,354
Total expenditures	-	-	-	-	301,577
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	4,607
OTHER FINANCING SOURCES/(USES)					
Transfer In	-	-	64,788	64,788	-
Bond proceeds	-	-	159,986	159,986	-
Original issue Premium	-	-	48,609	48,609	-
Cost of Issuance	-	-	(107,177)	(107,177)	-
Underwriter's Discount	-	-	(35,220)	(35,220)	-
Total other financing sources/(uses)	-	-	130,986	130,986	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	130,986	130,986	4,607
Beginning fund balance (unaudited)	-	-	-	-	130,986
Ending fund balance (projected)	\$ -	\$ -	\$ 130,986	\$ 130,986	135,593
Use of fund balance					
Debt service reserve account balance (required)					(30,000)
Principal and interest expense - November 1, 2026					(38,650)
Projected fund balance surplus/(deficit) - as of September 30, 2026					\$ 66,943

Lake Powell
Community Development District
Series 2025 Refunding

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2025	-	5.000%	36,198.33	36,198.33
05/01/2026	215,000.00	-	44,025.00	259,025.00
11/01/2026	-	5.000%	38,650.00	38,650.00
05/01/2027	227,000.00	-	38,650.00	265,650.00
11/01/2027	-	5.000%	32,975.00	32,975.00
05/01/2028	238,000.00	-	32,975.00	270,975.00
11/01/2028	-	5.000%	27,025.00	27,025.00
05/01/2029	250,000.00	-	27,025.00	277,025.00
11/01/2029	-	5.000%	20,775.00	20,775.00
05/01/2030	263,000.00	-	20,775.00	283,775.00
11/01/2030	-	5.000%	14,200.00	14,200.00
05/01/2031	277,000.00	-	14,200.00	291,200.00
11/01/2031	-	5.000%	7,275.00	7,275.00
05/01/2032	291,000.00	-	7,275.00	298,275.00
11/01/2032	-	5.000%	-	-
Total	\$1,761,000.00	-	\$362,023.33	\$2,123,023.33

LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
PER UNIT ASSESSMENT SUMMARY AND COMPARISSON
FISCAL YEAR 2025 ACTUAL AND FISCAL YEAR 2026 PROPOSED

BOND-PAYING UNITS

		Assessments Per Unit			Revenue Per Fund		
			Debt			Debt	
	Units	General Fund	Service Fund	Total	General Fund	Service Fund	Total
Resident							
Unit type: SF 120' Reduced							
FY 2026 (proposed)	73	\$ 1,610.62	\$ 769.01	\$ 2,379.63	\$ 117,575.26	\$ 56,137.73	\$ 173,712.99
FY 2025 (actual)	73	\$ 1,145.97	\$ 1,069.62	\$ 2,215.59	\$ 83,655.81	\$ 78,082.26	\$ 161,738.07
\$ Variance		\$ 464.65	\$ (300.61)	\$ 164.04	\$ 33,919.45	\$ (21,944.53)	\$ 11,974.92
% Variance		40.5%	-28.1%	7.4%	40.5%	-28.1%	7.4%
Unit type: SF 85' Full							
FY 2026 (proposed)	52	\$ 1,610.62	\$ 1,089.37	\$ 2,699.99	\$ 83,752.24	\$ 56,647.24	\$ 140,399.48
FY 2025 (actual)	52	\$ 1,145.97	\$ 1,515.21	\$ 2,661.18	\$ 59,590.44	\$ 78,790.92	\$ 138,381.36
\$ Variance		\$ 464.65	\$ (425.84)	\$ 38.81	\$ 24,161.80	\$ (22,143.68)	\$ 2,018.12
% Variance		40.5%	-28.1%	1.5%	40.5%	-28.1%	1.5%
Unit type: SF 85' Reduced							
FY 2026 (proposed)	106	\$ 1,610.62	\$ 544.69	\$ 2,155.31	\$ 170,725.72	\$ 57,737.14	\$ 228,462.86
FY 2025 (actual)	106	\$ 1,145.97	\$ 757.61	\$ 1,903.58	\$ 121,472.82	\$ 80,306.66	\$ 201,779.48
\$ Variance		\$ 464.65	\$ (212.92)	\$ 251.73	\$ 49,252.90	\$ (22,569.52)	\$ 26,683.38
% Variance		40.5%	-28.1%	13.2%	40.5%	-28.1%	13.2%
Unit type: SF 65' Reduced							
FY 2026 (proposed)	74	\$ 1,610.62	\$ 417.04	\$ 2,027.66	\$ 119,185.88	\$ 30,860.96	\$ 150,046.84
FY 2025 (actual)	74	\$ 1,145.97	\$ 580.06	\$ 1,726.03	\$ 84,801.78	\$ 42,924.44	\$ 127,726.22
\$ Variance		\$ 464.65	\$ (163.02)	\$ 301.63	\$ 34,384.10	\$ (12,063.48)	\$ 22,320.62
% Variance		40.5%	-28.1%	17.5%	40.5%	-28.1%	17.5%
Unit type: SF 55' Full							
FY 2026 (proposed)	31	\$ 1,610.62	\$ 640.73	\$ 2,251.35	\$ 49,929.22	\$ 19,862.63	\$ 69,791.85
FY 2025 (actual)	31	\$ 1,145.97	\$ 891.20	\$ 2,037.17	\$ 35,525.07	\$ 27,627.20	\$ 63,152.27
\$ Variance		\$ 464.65	\$ (250.47)	\$ 214.18	\$ 14,404.15	\$ (7,764.57)	\$ 6,639.58
% Variance		40.5%	-28.1%	10.5%	40.5%	-28.1%	10.5%
Unit type: SF 45' Full							
FY 2026 (proposed)	34	\$ 1,610.62	\$ 640.73	\$ 2,251.35	\$ 54,761.08	\$ 21,784.82	\$ 76,545.90
FY 2025 (actual)	34	\$ 1,145.97	\$ 891.20	\$ 2,037.17	\$ 38,962.98	\$ 30,300.80	\$ 69,263.78
\$ Variance		\$ 464.65	\$ (250.47)	\$ 214.18	\$ 15,798.10	\$ (8,515.98)	\$ 7,282.12
% Variance		40.5%	-28.1%	10.5%	40.5%	-28.1%	10.5%
Unit type: SF 45' Reduced							
FY 2026 (proposed)	49	\$ 1,610.62	\$ 320.37	\$ 1,930.99	\$ 78,920.38	\$ 15,698.13	\$ 94,618.51
FY 2025 (actual)	49	\$ 1,145.97	\$ 445.60	\$ 1,591.57	\$ 56,152.53	\$ 21,834.40	\$ 77,986.93
\$ Variance		\$ 464.65	\$ (125.23)	\$ 339.42	\$ 22,767.85	\$ (6,136.27)	\$ 16,631.58
% Variance		40.5%	-28.1%	21.3%	40.5%	-28.1%	21.3%
Unit type: Condo Full							
FY 2026 (proposed)	76	\$ 1,610.62	\$ 512.47	\$ 2,123.09	\$ 122,407.12	\$ 38,947.72	\$ 161,354.84
FY 2025 (actual)	76	\$ 1,145.97	\$ 712.79	\$ 1,858.76	\$ 87,093.72	\$ 54,172.04	\$ 141,265.76
\$ Variance		\$ 464.65	\$ (200.32)	\$ 264.33	\$ 35,313.40	\$ (15,224.32)	\$ 20,089.08
% Variance		40.5%	-28.1%	14.2%	40.5%	-28.1%	14.2%
Unit type: Condo Reduced							
FY 2026 (proposed)	78	\$ 1,610.62	\$ 256.54	\$ 1,867.16	\$ 125,628.36	\$ 20,010.12	\$ 145,638.48
FY 2025 (actual)	78	\$ 1,145.97	\$ 356.82	\$ 1,502.79	\$ 89,385.66	\$ 27,831.96	\$ 117,217.62
\$ Variance		\$ 464.65	\$ (100.28)	\$ 364.37	\$ 36,242.70	\$ (7,821.84)	\$ 28,420.86
% Variance		40.5%	-28.1%	24.2%	40.5%	-28.1%	24.2%
Golf							
FY 2026 (proposed)	-	\$ 11,918.59	\$ -	\$ 11,918.59	\$ -	\$ -	\$ -
FY 2025 (actual)	-	\$ 8,480.18	\$ 8,914.59	\$ 17,394.77	\$ -	\$ -	\$ -
\$ Variance		\$ 3,438.41	\$ (8,914.59)	\$ (5,476.18)	\$ -	\$ -	\$ -
% Variance		40.5%	-100.0%	-31.5%	n/a	n/a	n/a

LAKE POWELL
COMMUNITY DEVELOPMENT DISTRICT
PER UNIT ASSESSMENT SUMMARY AND COMPARISSON
FISCAL YEAR 2025 ACTUAL AND FISCAL YEAR 2026 PROPOSED

PRE-PAID UNITS

	Units	Assessments Per Unit			Revenue Per Fund		
		General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
Resident							
FY 2026 (proposed)	24	\$ 1,610.62	\$ -	\$ 1,610.62	\$ 38,654.88	\$ -	\$ 38,654.88
FY 2025 (actual)	24	\$ 1,145.97	\$ -	\$ 1,145.97	\$ 27,503.28	\$ -	\$ 27,503.28
\$ Variance		\$ 464.65	\$ -	\$ 464.65	\$ 11,151.60	\$ -	\$ 11,151.60
% Variance		40.5%	n/a	40.5%	40.5%	n/a	40.5%
Golf							
FY 2026 (proposed)	1	\$ 11,918.59	\$ -	\$ 11,918.59	\$ 11,918.59	\$ -	\$ 11,918.59
FY 2025 (actual)	1	\$ 8,480.18	\$ -	\$ 8,480.18	\$ 8,480.18	\$ -	\$ 8,480.18
\$ Variance		\$ 3,438.41	\$ -	\$ 3,438.41	\$ 3,438.41	\$ -	\$ 3,438.41
% Variance		40.5%	n/a	40.5%	40.5%	n/a	40.5%

TOTAL REVENUE PER FUND
ALL UNIT TYPES

	Revenue Per Fund		
	General Fund	Debt Service Fund	Total
FY 2026 (proposed)	\$ 973,459	\$ 317,686	\$ 1,291,145
FY 2025 (actual)	\$ 692,622	\$ 443,119	\$ 1,135,741
\$ Variance	\$ 280,837	\$ (125,433)	\$ 155,404
% Variance	40.5%	-28.3%	13.7%

LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2025-08

**A RESOLUTION OF THE LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES,
TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD
OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Lake Powell Residential Golf Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Bay County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Bay County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of June, 2025.

Attest:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Office of POA, 1110 Prospect Promenade, Panama City Beach 32413</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2025	Regular Meeting	__:__ AM/PM (Central Time)
December 3, 2025	Regular Meeting	__:__ AM/PM (Central Time)
February 4, 2026	Regular Meeting	__:__ AM/PM (Central Time)
March 4, 2026	Regular Meeting	__:__ AM/PM (Central Time)
April 1, 2026	Regular Meeting	__:__ AM/PM (Central Time)
May 6, 2026	Regular Meeting	__:__ AM/PM (Central Time)
June 3, 2026	Regular Meeting	__:__ AM/PM (Central Time)
August 5, 2026	Public Hearing and Regular Meeting	__:__ AM/PM (Central Time)

LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION NO. 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE DESIGNATION OF NO WAKE ZONE ON LAKE POWELL; MAKING CERTAIN FINDINGS OF FACT; PROVIDING FOR SIGNAGE AND LOCATION ON LAKE POWELL; PROVIDING AUTHORITY FOR CHAIRMAN AND DISTRICT STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Powell Residential Golf Community Development District ("District") is a local unit of special-purpose government which is created pursuant to Chapter 190, Florida Statutes; and

WHEREAS, a portion of the District boundaries are the shore line of Lake Powell in Bay County, Florida, and numerous District residents own property and have boat docks on Lake Powell and generally enjoy boating, fishing and recreational activities on Lake Powell; and,

WHEREAS, the District has determined that it is in the best interests of the District and the health, safety and welfare of its residents to seek approval from the Florida Fish and Wildlife Conservation Commission ("FWC") for the installation of "Idle Speed No Wake" signs in the waters adjacent to the District boundaries;

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

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein in their entirety.

Section 2. Request for Signage and Location. The District requests that FWC install or permit installation of "Idle Speed No Wake" signage in the following locations on Lake Powell: a) 30°16'38.6"N 85°57'59.7"W; and, b) 30°16'51.2"N 85°59'10.3"W.

Section 3. Authority to Act on Behalf of District. The District designates the Chairman of the Board and the District Staff to take any and all steps necessary, including, but not limited to, making application to FWC for the installation of the signage, and seeking approval from the Bay County Board of County Commissioners, if necessary.

Section 5. Effective Date. This Resolution shall take effect upon its passage and adoption of this Resolution by the Board of Supervisors of the Lake Powell Residential Golf Community Development District.

PASSED AND ADOPTED this 4th day of June, 2025.

Attest:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund Series 2012	Total Funds
ASSETS			
Operating accounts			
BB&T	\$ 154,843	\$ -	\$ 154,843
Wells Fargo - operating 9486	46,820	-	46,820
Wells Fargo - operating 2941	996,401	-	996,401
Centennial Bank	261,676	-	261,676
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	122,783	-	122,783
FineMark - ICS	383,208	-	383,208
Designated for stormwater compliance**			
Investments			
Revenue	-	537,137	537,137
Reserve	-	219,431	219,431
Due from governmental funds			
General fund	-	19,165	19,165
Deposits	2,445	-	2,445
Prepaid expense	705	-	705
Total assets	<u>\$ 2,095,945</u>	<u>\$ 775,733</u>	<u>\$ 2,871,678</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable off-site	\$ 1,000	\$ -	\$ 1,000
Due to debt service	19,165	-	19,165
Total liabilities	<u>20,165</u>	<u>-</u>	<u>20,165</u>
Fund balances:			
Committed			
Disaster	150,000	-	150,000
Restricted for:			
Debt service	-	775,733	775,733
Assigned to:			
3 months working capital	221,899	-	221,899
Unassigned	1,703,881	-	1,703,881
Total fund balances	<u>2,075,780</u>	<u>775,733</u>	<u>2,851,513</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 2,095,945</u>	<u>\$ 775,733</u>	<u>\$ 2,871,678</u>

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 30,654	\$ 613,219	\$ 664,917	92%
Interest & miscellaneous	2,217	15,933	1,000	1593%
Total revenues	<u>32,871</u>	<u>629,152</u>	<u>665,917</u>	94%
EXPENDITURES				
Administrative				
Supervisors	-	4,306	9,689	44%
Management	2,596	18,172	31,153	58%
Accounting	918	6,424	11,012	58%
Assessment roll prep	1,209	8,464	14,510	58%
Audit	1,000	2,500	7,800	32%
Legal	-	2,700	12,000	23%
Engineering	7,747	7,747	13,280	58%
Postage	243	1,016	1,775	57%
Telephone	88	612	1,050	58%
Meeting room rental	-	600	4,500	13%
Website maintenance	-	-	750	0%
ADA website compliance	-	-	210	0%
Insurance	-	8,481	8,542	99%
Printing and binding	125	875	1,500	58%
Legal advertising	268	549	2,500	22%
Other current charges	120	833	1,200	69%
Office supplies	-	-	500	0%
Special district annual fee	-	-	175	0%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	583	1,000	58%
Total administrative	<u>14,397</u>	<u>63,862</u>	<u>131,777</u>	48%
Security				
Security management services	17,370	132,187	244,608	54%
Total security	<u>17,370</u>	<u>132,187</u>	<u>244,608</u>	54%

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
EXPENDITURES(continued)				
Field Operations				
Lake wetland & upland monitoring				
Mitigation and monitoring				
Prescribed fires and gyro mulching	3,600	7,670	46,050	17%
Ecologist	-	11,010	57,980	19%
Wetland Monitoring	15,110	15,110	-	N/A
Upland Mitigation Area Maintenance	-	849	-	N/A
Total lake wetland & upland monitoring	<u>18,710</u>	<u>34,639</u>	<u>104,030</u>	33%
Roadway services				
Bridge repairs and maintenance	-	43,650	50,000	87%
Roadway repairs and maintenance	-	2,850	50,000	6%
Roadway resurfacing 98 to guard house	-	-	700,000	0%
Road restriping, painting, other projects	7,000	8,530	30,000	28%
Total roadway services	<u>7,000</u>	<u>55,030</u>	<u>830,000</u>	7%
Stormwater management				
Operations	-	-	17,250	0%
Pond aeration	469	5,292	5,000	106%
Electricity - lift stations	-	-	900	0%
Stormwater system repairs	-	5,700	18,000	32%
Total stormwater management	<u>469</u>	<u>10,992</u>	<u>41,150</u>	27%
Other charges				
Tax collector	612	12,264	13,852	89%
Feral swine removal	-	-	500	0%
Cost share-amenity: Meeting room rental	50,000	50,000	-	N/A
Total other charges	<u>50,612</u>	<u>62,264</u>	<u>14,352</u>	434%
Total expenditures	<u>108,558</u>	<u>358,974</u>	<u>1,365,917</u>	26%
 Excess/(deficiency) of revenues over/(under) expenditures	 (75,687)	 270,178	 (700,000)	
Fund balances - beginning	<u>2,151,467</u>	<u>1,805,602</u>	<u>1,515,887</u>	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	25,000	25,000	25,000	
Road projects	100,000	100,000	100,000	
Storm system upgrades	50,000	50,000	50,000	
Assigned				
3 months working capital	347,886	347,886	347,886	
Unassigned	1,302,894	1,302,894	43,001	
Fund balances - ending	<u>\$2,075,780</u>	<u>\$2,075,780</u>	<u>\$ 815,887</u>	

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2012
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 19,556	\$ 391,218	\$ 425,394	92%
Special assessment - direct bill	-	1,675	1,675	100%
Interest	2,326	14,551	-	N/A
Total revenues	<u>21,882</u>	<u>407,444</u>	<u>427,069</u>	95%
Debt service				
Principal	-	240,000	245,000	98%
Interest	-	71,875	137,281	52%
Total debt service	<u>-</u>	<u>311,875</u>	<u>382,281</u>	82%
Other charges				
Tax collector	<u>391</u>	<u>7,826</u>	<u>8,862</u>	88%
Total other charges	<u>391</u>	<u>7,826</u>	<u>8,862</u>	88%
Total expenditures	<u>391</u>	<u>319,701</u>	<u>391,143</u>	82%
Excess/(deficiency) of revenues over/(under) expenditures	21,491	87,743	35,926	
Net change in fund balances	21,491	87,743	35,926	
Fund balance - beginning	<u>754,242</u>	<u>687,990</u>	<u>665,500</u>	
Fund balance - ending	<u>\$ 775,733</u>	<u>\$ 775,733</u>	<u>\$ 701,426</u>	

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
AMORTIZATION SCHEDULE - SERIES 2012
\$5,160,000**

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2024	250,000.00	5.750%	74,606.25	324,606.25
05/01/2025	-	-	67,418.75	67,418.75
11/01/2025	265,000.00	5.750%	67,418.75	332,418.75
05/01/2026	-	-	59,800.00	59,800.00
11/01/2026	280,000.00	5.750%	59,800.00	339,800.00
05/01/2027	-	-	51,750.00	51,750.00
11/01/2027	300,000.00	5.750%	51,750.00	351,750.00
05/01/2028	-	-	43,125.00	43,125.00
11/01/2028	315,000.00	5.750%	43,125.00	358,125.00
05/01/2029	-	-	34,068.75	34,068.75
11/01/2029	330,000.00	5.750%	34,068.75	364,068.75
05/01/2030	-	-	24,581.25	24,581.25
11/01/2030	355,000.00	5.750%	24,581.25	379,581.25
05/01/2031	-	-	14,375.00	14,375.00
11/01/2031	370,000.00	5.750%	14,375.00	384,375.00
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
Total	<u>\$ 2,595,000.00</u>		<u>\$ 672,318.75</u>	<u>\$ 3,267,318.75</u>

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF STORMWATER COMPLIANCE MONIES
APRIL 30, 2025**

Beginning balance		\$ 218,317.74
Kossen		
Invoice #54115	(8,040.75)	
Invoice #55223	(8,040.75)	
Invoice #55961	(8,040.75)	
Invoice #55964	<u>(3,233.00)</u>	(27,355.25)
Panhandle Engineering		
Invoice #60503-1/19	(1,450.00)	
Invoice #60503-1/20	(2,900.00)	
Invoice #60521/01	(1,800.00)	
Invoice #60521/02	(500)	
Invoice #60521/03	(1,000)	
Invoice #60521/04	(500)	
Invoice #60521/07	(3,500)	
Invoice #60521/08	(8,835)	
Invoice #60521/09	(39,289)	
Invoice #60521/11	<u>(2,000)</u>	(61,774.00)
The Service House		
Invoice #60396	(291.69)	
Invoice #60397	<u>(291.69)</u>	(583.38)
Shark's Tooth Golf Club		
Invoice #60947	(3,180.00)	
Credit memo #63609	<u>908.46</u>	(2,271.54)
Interest income	848.51	
Bank charges	<u>(118.34)</u>	730.17
Remaining available monies		<u><u>\$ 127,063.74</u></u>

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
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 Regular Meeting on May 7, 2025 at 2:00 p.m. (Central Time), at the Office of the POA, 1110 Prospect Promenade, Panama City Beach 32413.

Present:

David Holt	Chair
David Dean	Vice Chair
Thomas Balduf	Assistant Secretary
Joel Stephens	Assistant Secretary
Kenneth Black	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Robert Carroll	District Engineer
Bethany Womack	Ecologist/District Operations Manager
Courtney Bolla	POA Community Association Manager
Chris Brown	Resident/Architectural Review Board (ARB)
Kevin Dupont	Resident
Kelly Fredrickson	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Conti called the meeting to order at 2:02 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Update/Report: Guardhouse

Ms. Bolla distributed her Report and noted the following:

➤ Data for Watertown Club was collected on Fridays, Saturdays and Sundays. One or two guards failed to log vehicles for numerous hours on several days. This information was sent to

TriCorps Security (TriCorps), and she is working with them to ensure that the matter is addressed.

➤ The color of the construction passes was changed due to the suspicion that passes are being copied or shared. Every contractor received a new pass but, due to ongoing concerns, guards were instructed to pull those passes and write a new pass if they suspect fraudulent use.

➤ Repaving at the guardhouse was completed.
Discussion ensued regarding guard training issues.

Ms. Bolla stated the guards in question will receive more training. It is believed that the guards in question also repeatedly left the gate open and/or failed to lower it between vehicles.

FOURTH ORDER OF BUSINESS

District	Engineer:	Discussion/ Consideration/Update/ Ratification
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A. Status of Traffic Consultant

Mr. Carroll stated the traffic counting tubes will be installed going in and out of the Guard House ingress/egress and at the Clubhouse during the first week of June. Another traffic study consultant was not located so the original consultant will perform the traffic study. While he is onsite, the future dates in July or August will be scheduled.

A Board Member asked for homeowners to be informed that the CDD is taking initiative and moving as quickly as possible, but the project is time consuming.

Discussion ensued regarding placement of the tubes and counting internal and external traffic.

Mr. Carroll stated that the tubes will be placed at the gate ingress and egress and at the entrance to the Clubhouse. The goal is to determine how many vehicles entering are going to the Clubhouse.

A Board Member suggested a tube be placed at the end of Wild Heron Way near the driving range, to count traffic to and from the maintenance area.

B. Ratification: CWR Contracting, Inc., Change Order 1 (Repair Asphalt Deficiency Located North of Bridge)

Mr. Carroll presented Change Order 1 and noted that the asphalt deficiency north of the bridge was discovered before paving started, so it was repaired on an emergency basis. The repair was more extensive than anticipated but the contractor honored their quoted price.

Ms. Cerbone stated that District Management has not received any of the invoices; therefore, to expedite the payment, Mr. Carroll should provide email approval.

On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, CWR Contracting, Inc., Change Order 1 for Repair of the Asphalt Deficiency North of the Bridge, in the amount of \$10,970, was ratified.

Mr. Holt presented pictures of a difficult portion of roadway and voiced his opinion that a Change Order to widen part of the roadway is needed before the roadway striping is applied, to prevent cars and semis from causing damage over time due to washout. The potholes on Marsh Pointe Lane and Wild Heron Way also need repairs. Staff is working with the sprinkler company to ensure leaks are repaired. In the future, it will be necessary to pursue this with the POA and the sprinkler company, but an emergency repair is justifiable.

Ms. Cerbone stated some other public CDD roadway work must be addressed while the contractor is on site. She suggested approving a not-to-exceed amount so that issues discussed at the meeting and any other issues found can be addressed and ratified at a future meeting.

Discussion ensued regarding on-site observations, potential roadway repairs and additional quotes obtained.

On MOTION by Mr. Balduf and seconded by Mr. Holt, with all in favor, authorizing repair of additional known and unknown CDD roadway paving issues, in a not-to-exceed amount of \$40,000, was approved.

Ms. Cerbone stated, in the event of a safety issue, the Chair, District Management, District Counsel and the District Engineer are authorized to take action outside of a Board meeting. She noted that reserves are also available to fund repairs.

Discussion ensued regarding Mr. Holt's suggestion to widen the roadway near the exit.

On MOTION by Mr. Holt and seconded by Mr. Black, with all in favor, expanding the roadway, as discussed, in a not-to-exceed amount of \$10,000, and authorizing the Chair to execute, was approved.

Mr. Holt thinks, with the Change Order just approved, paving should be completed by the end of next week if there is no rain delay. It was noted that reflectors will be installed.

A Board Member asked if the stones that were previously in the S-curve were eliminated.

Mr. Holt stated that he complained about the dead Bahia grass along the side of the road that was only watered twice per week. Now that the rains have resumed the grass is turning green; if any dead spots remain he will ask that they be addressed.

FIFTH ORDER OF BUSINESS

District	Counsel:	Discussion/ Update/Ratification
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A. Update: Waterway Signage (No Wake, Speeding)

Mr. Burke stated he will check the locations on Sunday; when he obtains the GPS coordinates they will be inserted in the Resolution.

B. Discussion: Potential turnover of Wild Heron Way, Guard House to 98

Mr. Burke asked if the CDD still intends to turn over the Guard House. Mr. Holt expressed support for keeping several hundred feet in front of the Guard House. Mr. Burke stated that a survey will be needed. He noted that most private communities have an approach area perpendicular to the right-of-way (ROW); when the CDD is ready to turn it over, they can define the area. He noted that there is no ability to negotiate the easement, as it was granted by St. Joe; they could turn it over to the County. He recommended turning the road over first and leaving the bridge for another time, as the County might not accept it.

Mr. Dean stated that this has been discussed for several years; the original approach was to turn over from the Guard House out, but the County was unwilling to take the bridge. The idea of connection fees or a revenue stream to the CDD were not feasible.

Mr. Burke stated the County can fund maintenance of the bridge through assessments for all who use the bridge; State Statutes provide that counties can agree to turn roadways developed privately over to an owners' association provided that it meets certain criteria, including proving that it can maintain the roads. The challenge is that the CDD does not have that same Statutory authority. The road must first be granted to the County, which could turn it over to the POA. The POA has demonstrated its ability to maintain the road. Due to the need to pay off bonds, the turnover might occur in 2026.

Discussion ensued regarding the POA's support for reducing the obligations of the CDD, the CDD's inability to assess St. Joe's and the payments made to a POA.

Ms. Cerbone suggested that Items 5A and 5B remain on the agenda for District Counsel. For the District Engineer, Item 4A, "Status of Traffic Consultant", will remain on the agenda until the first phase of work is completed and the Board will determine when the second phase will be done. Underneath Item 4B, related to ratification, unless something requires ratification at the next meeting, she suggested the title "Status of Road Resurfacing and Related Items". The Board Members agreed.

Resident Kelly Fredrickson expressed concern about the pavement at the Marsh Pointe Lane intersection and other issues not related to irrigation. It was noted that as problems are discovered, they will be addressed.

SIXTH ORDER OF BUSINESS

District	Ecologist:	Discussion/ Consideration/Update
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A. Update: Conservation Easement Swap - Survey & Legal Status

Ms. Womack stated the Conservation Easement Swap is still under review because the acreage is significantly more than estimated as a survey for part of the maintenance roadway that should not have been included was mixed in among the conservation easement surveys. Areas originally excluded from the swap must now be included because the total acreage was significantly higher. A Release will be prepared and a copy given to the CDD before it is recorded.

Discussion ensued regarding the final review process and the surveys.

Ms. Womack stated the process will not be delayed. She will provide the final review letter to Ms. Bolla for circulation to the Board and Staff.

I. Walking Trails

II. Walking Trails Map

Ms. Womack stated it was difficult to find one document depicting all the walking trails so she presented the best she could find. Referring to the map, she discussed the following:

- A "Trail to Nowhere" begins on Salamander Trail and goes to the golf course and stops.
- A trail of elevated boardwalks on Wild Heron Way has a section going to the end of Little Hawk and a section going to Wild Heron.

➤ A non-elevated, mowed and maintained trail in a Conservation Area at the end of Meadowlark, only accessible from the golf course at Hole 3, is also noted as a Nature Trail Area.

Ms. Womack identified a ROW running behind a pond that is intended for a Nature Trail that is not mowed, maintained or constructed. However, when completed, its path would connect to the boardwalk and come out to Salamander Trail.

Ms. Cerbone recalled a request for the Board to consider unfinished trails and asked if the Board Members are interested in exploring enhancement or finishing of some of the trails.

The Board Members replied affirmatively.

Ms. Womack stated the only other area shown that is listed as a trail is a small loop in Area H, near the first curve on Wild Heron Way. It is inside one of the areas proposed to take out of the land swap. For the most part, the trails are either in place or in a mowed and maintained area that can be defined if the Board wishes to define them, except for the area behind the pond. There is a pathway in that heavily wooded wetland area, which is owned by the CDD specifically for that boardwalk. Completion of the trail in that area will require elevation and Florida Department of Environmental Protection (FDEP) permitting, as it is within a wetland.

Mr. Dean feels a responsibility to provide and maintain the nature trails promised by the original Builders and Developers. He stated that, for many years after St. Joe purchased the golf course in 2007, they allowed residents to walk the golf cart trails after hours when it did not interfere with golf. But St. Joe is now very adamant that the golf course is private property, as is their right, and they prohibit walking on the golf course, riding bicycles, etc.

Ms. Womack stated that the trail could be accessed from the Salamander Trail side; without the golf course's permission the trail could not be accessed from the Meadowlark side without crossing golf course property.

Discussion ensued about needing an Easement Agreement with St. Joe for access and the need to extend the nature trail through the mitigation area that connects to Meadowlark.

Mr. Holt asked Ms. Womack to provide an estimated timeframe and cost for the project. It was noted that re-boardwalk is \$160,000; 10 to 20 pilings were replaced.

Discussion ensued about determining which portions of the trail must be elevated and the work necessary to provide a non-elevated walking trail in the current grade, including bushhogging and installing fill.

Ms. Womack stated she would need to examine the acres impacted and the associated mitigation cost; she can provide a comparison and estimate the mitigation costs if the FDEP will permit something like that. The FDEP prefers an elevated path, but both can be considered.

It was noted that the cost to redo one portion of the original trail off Wild Heron Way is approximately \$40,000 and the area in question, along the pond, is forested. Trees would need to be removed or access to the cart path would need to be granted by St. Joe.

Mr. Dean will work with Mr. Brown, Ms. Womack and Ms. Bolla to determine the feasibility of this project.

Ms. Cerbone stated that the proposed Fiscal Year 2026 budget will be presented in June; she will need to know how much to budget within the next two weeks. The consensus was that, due to more pressing priorities, the POA will survey homeowners to determine the level of interest and nothing will be budgeted in Fiscal Year 2026. Prior to the Fiscal Year 2027 budget being presented, Staff will develop a plan and cost estimate for the Nature Trail Enhancement.

B. Update: DEP Violation (1501 Sweetbay Trail/CDD Tree Damage)

Ms. Womack stated that the FDEP issued the permit today; she shared the permit drawing. The permit requires the property owner to install the pavers, leave the fill and install the two culverts, which will be 15' off the ROW. Two pipes will be installed, trash and debris around the remaining wetland area must be cleaned up and wetland plants must be installed around the wetland area. If the property owner does all of this, the FDEP will close the permit. If the CDD, POA or ARB have anything else to say that would be separate.

Mr. Holt stated that property owners need to clean up the parking lot they have created on CDD land; CDD land runs along the edge of the property owner's driveway within 6" and the property owner needs to repair the damages to CDD property.

Mr. Brown suggested that a survey is needed due to the property owner dumping debris on an unused neighboring lot and potential effects on the culvert.

Mr. Holt noted that flooding has been a recent issue.

Ms. Cerbone suggested Mr. Burke compose a letter to be sent via certified mail.

Discussion ensued regarding the FDEP permit, proximity to the conservation area, the need for the homeowner to hire a licensed professional to perform the necessary work, considerations affecting the conservation area as a result of the culverts and who the homeowner might hire to mitigate the flow from the culverts.

Mr. Burke stated the harm to adjacent neighbors at 1503 and 1505 Sweetbay Trail gives those neighbors true standing to challenge the FDEP permit. One neighbor's HVAC system experienced flooding and the vacant lot will need to install fill in order to utilize their property.

Ms. Cerbone suggested the District Engineer contact the property owner.

This item will be included on the next agenda, under the District Engineer's Report.

The meeting recessed at 3:27 p.m. and reconvened at 3:38 p.m.

C. FPL Line/Tree Trimming and Other Applicable Fire Wise Protocol

Ms. Womack stated she is trying to reach the Florida Power & Light (FPL) representative.

D. Consideration of Proposals for Wildlife Signage on Wild Heron Way.

Ms. Womack stated proposals were presented at the last meeting and were tabled.

Advanced Sign Solutions' estimated cost is \$710 per sign for two 18" x 24" signs on a post.

Discussion ensued regarding the signs, material and durability.

Mr. Dean recommended applying a sealant to the post for durability.

On MOTION by Mr. Balduf and seconded by Mr. Black, with all in favor, the Advanced Sign Solutions proposal for wildlife signage on Wild Heron Way, in a not-to-exceed amount of \$10,000, was approved.

E. Update: The Lake Doctors, Inc. Second Quarter Inspection Report

Ms. Womack presented the Report. The lakes look good. Treatments are recommended for Torpedo grass at the Meadowlark large pond and the Sawgrass Court pond. Treatments are recommended now, while vegetation is at an early stage of growth. A proposal was requested; the cost is approximately \$500.

Mr. Dean asked about the Cogon grass. Ms. Womack stated that the areas she is monitoring are doing ok. The golf course continues cutting so it has not spread; the landscape contractors are doing a good job controlling it at the Wild Heron entry off US-98. Small patches on Meadowlark and Turtleback look good; she will inspect and continue monitoring the areas.

Mr. Dean noted that an expert advised that Cogon grass will continue spreading and choke out native vegetation. Ms. Womack stated it could choke out native vegetation if the contractors do not get and keep it under control.

Mr. Dean advised Mr. Carroll that a drain at the western end of Marsh River Run is completely blocked by growth. Mr. Carroll will address it.

Mr. Holt stated, as more houses are built, FireWise remediations are performed on conservation areas and on vacant lots in proximity to new homes. The equipment sank this year because the ground was wet, leaving ruts with standing water that will contribute to mosquito breeding. He suggested that lighter equipment will be needed in the future. Ms. Womack stated mosquito spraying was done in the area. When the ground is dry the grasses will be cut again.

SEVENTH ORDER OF BUSINESS**Discussion Items**

- **Speeding on WHW**

- **Determine New Location for Radar Sign/Approval of Addition of Two (2) Signs**

Mr. Black stated he is generating reports based on the data but has technical issues. If he did it again he would purchase signs with an easier interface. The POA sign facing west was moved to the opposite direction, to monitor eastbound traffic. He presented charts and noted that about the same number of vehicles pass through in both directions; the majority of vehicles obey the 30 miles per hour (mph) speed limit. The maximum westbound speed was 49 mph; the maximum eastbound speed was 53 mph. Inbound morning traffic includes contractors and golf club members, who all leave in the afternoon. The last chart compares average speeds; speeds are higher in the morning entering and exiting, likely due to contractors and employees. If more signs are procured he recommends ones with cloud data storage for ease of downloading.

Mr. Holt suggested Mr. Black find out if the vendor offers attachments or upgrades to improve the capability of the signs.

Discussion ensued regarding speeding observations.

EIGHTH ORDER OF BUSINESS**Continued Discussion: Fiscal Year 2026
Proposed Budget**

This item was presented following the Fourteenth Order of Business.

NINTH ORDER OF BUSINESS**Public Comment**

This item was presented following the Fourteenth Order of Business.

TENTH ORDER OF BUSINESS

Review of Disaster Debris Removal and Disposal Services Proposal from CTC Disaster Response, Inc.

Mr. Conti stated that the only respondent to the Disaster Debris Removal and Disposal Services Request for Proposals (RFP) was from the current vendor. No responses were received for the Disaster Debris Monitoring and Reimbursement Management Services RFP. Staff would like to readvertise the RFP because the Federal Emergency Management Agency (FEMA) likes to see competitive bids.

Ms. Cerbone stated that, because only one bid was received, readvertising will show that the CDD made an effort to keep the RFP open. The good news is that the CDD is covered for hurricane season by a Debris Removal and Disposal Services and a Debris Monitoring and Reimbursement Management company. In an abundance of caution Staff wants to ensure that everything possible has been done to qualify for FEMA reimbursement.

Discussion ensued regarding the scope of work for each RFP, storm cleanup, republishing the RFPs and the strict requirements for receiving FEMA reimbursements.

On MOTION by Mr. Holt and seconded by Mr. Black, with all in favor, the Request for Proposals for Disaster Debris Removal and Disposal Services and the Evaluation Criteria, and authorizing Staff to advertise, was approved.

ELEVENTH ORDER OF BUSINESS

Authorization of RFP for Disaster Debris Monitoring and Reimbursement Management Services; Approval of Evaluation Criteria and Schedule

On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the Request for Proposals for Disaster Debris Monitoring and Reimbursement Management Services and Evaluation Criteria and Schedule, and authorizing Staff to advertise, was approved.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Update: Presentation of Disaster Preparedness 2025

Mr. Conti stated he and Ms. Cerbone contacted four Bay County Emergency Operations Center (EOC) representatives. Ms. Cerbone stated the EOC presentation was emailed to the Board. EOC staff might be busy, so it might be better to contact them individually or partner with the POA.

This item will be removed from the agenda.

FOURTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Accepting the Assessment Roll Attached Hereto and Providing an Effective Date

Mr. Conti distributed and presented the Bond Refinancing Analysis prepared by FMSbonds, Inc., which shows the value of the current bonds, the new bond and the savings summary reflecting a total savings of \$366,100.

Mr. Conti presented the Final First Supplemental Special Assessment Methodology and reviewed the pertinent information and the Tables and Exhibits.

Mr. Conti presented Resolution 2025-06.

On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, Resolution 2025-06, Accepting the Assessment Roll Attached Hereto and Providing an Effective Date, was adopted.

▪ **Continued Discussion: Fiscal Year 2026 Proposed Budget**

This item, previously the Eighth Order of Business, was presented out of order.

Mr. Conti and Ms. Cerbone reviewed the amounts spent to date and the amounts to be budgeted for Fiscal Year 2026, for each line item that will change in Fiscal Year 2026. The following will be included in and/or removed from the proposed Fiscal Year 2026 budget:

- A one-time \$5,000 fee for the Management O&M Methodology.

➤ A \$7,500 fee for the Traffic Consultant will be included in the Engineering line item in Fiscal Year 2025, and again in Fiscal Year 2026. It is anticipated that the Board will direct the next traffic study to be in October of the next fiscal year; if not, it will be deleted.

➤ A two-time \$2,500 fee for the Engineer O&M Report.

➤ A \$500 fee for EMMA® Software services for the SEC filing of the bonds.

➤ Meeting room rental of \$4,500 will be omitted from the budget.

➤ Insurance will increase to \$9,841.

➤ The total amount budgeted for Administrative Services will be \$144,076.

➤ Security management services will decrease to \$210,931 based on the previous contract.

Discussion ensued regarding the Security contract. Ms. Cerbone stated that TriCorps quoted a year-by-year rate, but then requested more; it is unclear how that will affect Fiscal Year 2026. She and Mr. Conti will speak with Ms. Bolla before contacting TriCorps; she expects the cost to increase.

Asked how the rover would be shared with the POA, Ms. Cerbone believes the roadway linear footage will be estimated; for instance, if the CDD has 70% of the linear footage, the CDD would pay the costs for the rover and bill the POA for its 30% cost share. A Cost Share Agreement would be in place with the POA. Mr. Burke believes a rover was shared in the past and it would be a reasonable way to share costs with the POA.

Discussion ensued regarding whether to fund the rover, cost sharing, the scope of services, limitations on authority, rules versus laws, Trespass Agreements, etc.

The Board consensus was for Staff to check the Security contract price and the increase, and budget the correct amount, with no extras.

➤ "Roadway resurfacing 98 to guard house" and "Road restriping, painting, other projects" will be removed, as both projects are underway now.

➤ "Bifurcated costs on Wild Heron Way" will be added.

➤ The total for shared costs including the current landscape contract and service items, will be \$263,809.

➤ The shared water agreement will be added in the amount of \$17,850, bringing the grand total to \$381,659.

Mr. Holt noted the need to be fiscally responsible for current and future property owners while also building reserves and not postponing necessary repairs.

Ms. Cerbone estimated that the CDD will go into Fiscal Year 2026 with about \$400,000 in Unassigned fund balance. Each year, the Unassigned fund balance can be increased as much as the Board directs. The roadwork currently underway is being paid for from reserve funds.

Mr. Holt supports building reserves and sealing and restriping the side roads.

➤ “Road projects” be increased to \$200,000.

➤ “District bridge projects” be increased to \$75,000.

Ms. Cerbone stated she does not include funding for expenditures in the budget unless it will be spent in the next year. She asked if the roads need to be resealed immediately. Mr. Holt stated they do not, but proposals need to be obtained. Ms. Cerbone stated, to meet that objective, she will make the “Road projects” and “District bridge projects” changes as previously stated. She noted the desire to have a fully loaded CDD budget so that, if a different approach is taken to Operation & Maintenance (O&M) assessments, everything and anything that is being spent that adds benefit to the golf course and the residents is included in the CDD budget, since the POA cannot assess the golf course, but the CDD can. That was one of the reasons that the bifurcation of the Wild Heron Way maintenance costs were recorded and the chart with backup was developed to determine the CDD portion of the expenses. She asked if the Board agrees with the approximate \$280,000 amount given by the POA .

Ms. Bolla noted that landscaping and pond maintenance is included; lights, irrigation costs and pine straw were not included. In her opinion, it would be difficult to determine the cost share for lighting; she thinks the best way to assign expenses to St. Joe or the golf course is through the landscaping contract.

Discussion ensued regarding replaced lights and the POA outsourcing the streetlights.

It was noted that, as the CDD budget increases, the POA budget should decrease.

➤ “Stormwater system repairs” will increase to \$48,000 due to Sweetbay Trail Pine pipe repairs. The stormwater management grand total will increase to \$71,150.

➤ “Tax collector” will increase to \$20,000.

Ms. Cerbone noted that property owners were not assessed for the total amount spent in Fiscal Year 2025, as reserves were used. As more assessments will be imposed this year, the tax collector fee will increase.

Ms. Cerbone stated O&M assessments were \$908 in Fiscal Year 2021, \$1,152 in Fiscal Year 2022, \$1,237 in Fiscal Year 2023, \$1,752 in Fiscal Year 2024, and \$1,145 in Fiscal Year 2025.

The proposed Fiscal Year 2026 budget is presented in June. While she does not recommend doing so, the Board can decide to utilize some of the CDD's reserves to lower assessments. It is important to budget a higher amount, which can be lowered before final adoption of the budget.

▪ **Public Comments**

This item, previously the Ninth Order of Business, was presented out of order.

No members of the public spoke.

Ms. Cerbone stated that the bond closing will be during the first week of June 2025. When the proposed Fiscal Year 2026 budget is presented, the old higher debt numbers will still be included. The reduction to debt will be evident in the adopted Fiscal Year 2026 budget.

FIFTEENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2025**

On MOTION by Mr. Balduf and seconded by Mr. Holt, with all in favor, the Unaudited Financial Statements as of March 31, 2025, were accepted.

SIXTEENTH ORDER OF BUSINESS

**Approval of April 2, 2025 Regular Meeting
Minutes**

The following change was made:

Line 270: Change "Aegis" to "Egis"

On MOTION by Mr. Black and seconded by Mr. Stephens, with all in favor, the April 2, 2025 Regular Meeting Minutes, as amended, were approved.

SEVENTEENTH 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.

There were no reports from the Ecologist, District Counsel or the District Engineer.

D. District Manager: Wrathell, Hunt and Associates, LLC

Ms. Cerbone stated, as part of the Fiscal Year 2026 budget, \$500 per year will be added for the EMMA® software service; it is required by the Securities and Exchange Commission.

On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, the EMMA® Filing Assistance Software Service License Agreement, in the annual amount of \$500, was approved.

- **NEXT MEETING DATE: June 4, 2025 at 2:00 PM Central Time [Presentation of FY2026 Proposed Budget]**
 - **QUORUM CHECK**

All Supervisors confirmed their attendance at the June 4, 2025 meeting.

EIGHTEENTH ORDER OF BUSINESS**Board Member Comments**

Mr. Holt stated only one internet service is currently available and service is slow; fiber optic companies are installing new service in the area, but a 10-year contract might be required.

Discussion ensued regarding greater internet speed at lower cost.

Ms. Cerbone stated the POAs usually handle internet.

NINETEENTH ORDER OF BUSINESS**Public Comment**

No members of the public spoke.

TWENTIETH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Holt and seconded by Mr. Stephens, with all in favor, the meeting adjourned at 5:12 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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501
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504

Secretary/Assistant Secretary

Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413</i>		
¹ <i>Laguna Beach Christian Retreat, 20016 Front Beach Road (Naomi's Kitchen), Panama City Beach, FL 32413</i>		
² <i>Laguna Beach Christian Retreat, 20016 Front Beach Road (Classroom #3), Panama City Beach, FL 32413</i>		
³ <i>Laguna Beach Christian Retreat, 20016 Front Beach Road (Bethany's Meeting Room), Panama City Beach, FL 32413</i>		
⁴ <i>Office of POA, 1110 Prospect Promenade, Panama City Beach 32413</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2024	Regular Meeting	2:00 PM (Central Time)
December 4, 2024 ¹	Regular Meeting	2:00 PM (Central Time)
January 30, 2025 ¹ CANCELED	Special Meeting	10:00 AM (Central Time)
February 5, 2025 ¹	Regular Meeting	10:00 AM (Central Time)
February 5, 2025 ¹ <i>rescheduled to 10:00 AM (Central Time)</i>	Regular Meeting	2:00 PM (Central Time)
March 5, 2025 ³	Regular Meeting	2:00 PM (Central Time)
April 2, 2025 ¹	Regular Meeting	2:00 PM (Central Time)
May 7, 2025 ⁴	Regular Meeting	2:00 PM (Central Time)
June 4, 2025 ⁴	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	2:00 PM (Central Time)
August 6, 2025 ⁴	Public Hearing and Regular Meeting <i>Adoption of FY2026 Budget</i>	2:00 PM (Central Time)