

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

January 24, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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

January 17, 2022

Board of Supervisors

Lake Powell Residential Golf Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Powell Residential Golf Community Development District will hold a Regular Meeting on January 24, 2022, at 10:00 A.M., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comment
3. Updates
 - A. Pond Treatments/Aerators
 - B. Tree Pruning (DEP Continued Site Inspections)
 - C. Wooden Bridge Washout on Turtleback Road
 - D. Cogongrass Treatment Plan
 - E. Water Quality Assessment
 - F. Other
4. Update/Consideration of Drainage Concerns and Dewberry Proposals
 - A. 22300 Arrowhead Terrace (Bricken) - Other Arrowhead Trace Stormwater Improvements
 - B. 22703 Turtleback Court (Duggan)
 - C. 22120 Marsh Rabbit Run (Daws)
 - D. Phillips Pond on Wild Heron Way
 - E. New Construction Sites
5. Update: ROW Encroachment - 720 Wild Heron Way (Thomas)
6. Discussion/Consideration of Updated Landscape Agreement Regarding Tree Removal

ATTENDEES:

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

NOTE: Meeting Time

7. Discussion/Consideration of Coastal Wildlife Removal Wild Hog Invoice from Wild Heron POA
8. Continued Discussion: Updated Post Orders
9. Discussion: Lease Agreement with POA for Boat House Regarding Drop Down Request
10. Consideration of Proposal for Stormwater Needs Analysis
11. Consideration of District Engineer Work Authorization
12. Consideration of Renewal of Disaster Debris Removal and Disposal Services Agreement
13. Discussion: Requirements from County for Road Repairs from Highway 98 to Covington
14. Discussion: Acquiring Prospect Promenade Parcel
15. Update/Consideration of Culvert Stormwater System Services Proposal
16. Discussion: Bathroom Construction Costs
17. Acceptance of Unaudited Financial Statements as of December 31, 2021
18. Approval of Minutes
 - A. November 1, 2021 Regular Meeting
 - B. November 8, 2021 Continued Regular Meeting
19. 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: March 7, 2022 at 3:00 P.M. (Central Time)

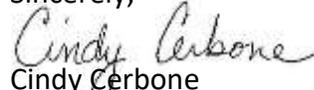
- QUORUM CHECK

David Holt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
David Dean	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Thomas Balduf	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jerry Robinson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Calvin Starlin	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

20. Board Member Comments
21. Public Comment
22. Action Item Recap
23. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez 561-512-9027.

Sincerely,


Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

**CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 131-733-0895**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

3 E



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Water and Sediment Quality Assessment, Lake Powell Residential Golf Community Development District (CDD)

**Prepared For: Lake Powell Residential Golf CDD, Bay County, Panama City,
Florida**

Cypress Environmental of Bay County, LLC
c/o Ms. Bethany Womack
P.O. Box 16062
Panama City, Florida 32406
Phone: 850-481-6824
Email: cypressenvironmental@knology.net

Project Manager: Seán E. McGlynn, PhD, McGlynn Laboratories Inc.

568 Beverly Court
Tallahassee, FL 32301
Phone: (850) 570-1476
Email: mcglynnlabs@gmail.com
Web Site: www.mcglynnlabs.com



Report Date: December 30, 2021

Results contained within this report meet all NELAP requirements for parameters for which NELAP accreditation is required or available. Any deviations from NELAP requirements are noted in this report. Pursuant to NELAP, this report may not be reproduced, except in full, without the written approval from the Lake Powell Residential Golf CDD, Cypress Environmental of Bay County LLC or McGlynn Laboratories Inc.

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www.mcglynnlabs.com - mcglynnlabs@gmail.com
Nationally Accredited Environmental Laboratory





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Water Quality Data Summary

The Lake Powell Residential Golf CDD site is located off US Highway 98 just north of Lake Powell, one of the largest natural dune lakes in the world. Lake Powell consists of 183 acres of Florida's natural vegetation and wildlife. Lake Powell has some of the most pristine and beautiful beaches in Florida.

This water quality investigation found no violations of Florida water quality regulations. The water quality at the Lake Powell Residential Golf CDD site was found to be good at the time of this study. Water quality measurements were satisfactory and did not violate the Florida Statute, 62-302.530, the Criteria for Surface Water Quality Classifications for Class III waters and the Numeric Nutrient Criteria for the water quality parameters investigated. Water quality parameters investigated were specifically: dissolved oxygen; specific conductance; temperature; pH; salinity; turbidity; alkalinity, chlorides, total dissolved solids; total suspended solids; nitrate; total phosphorus; acephate; sulfosulfuron and metsulfuron-methyl. All water quality parameters were investigated according to NELAC protocols and methods.

No problems were found. The sediments/soils in the study area are mostly sand and have a very low organic content. Being such, the concentrations of phosphorus in the soils was rather depleted and low according to University of Florida IFAS Extension specifications. Organic herbicides, fungicides and pesticides analyzed were not detected in any of the samples. Surface water and groundwater parameters monitored showed relatively healthy levels of constituents with the general ecology of the limnetic community looking good. The groundwater at MW2 and MW4 had elevated nitrates, but they were well below the regulatory level of 10 mg/L. Surface waters in the site vary from saline to fresh.

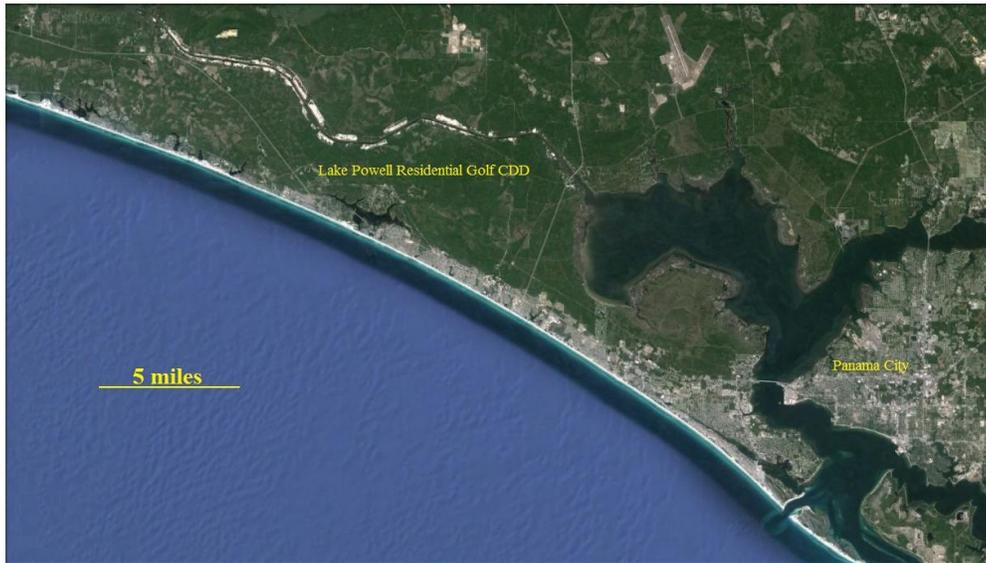
Water quality samples were taken on site by McGlynn Laboratory Inc., and Cypress Environmental of Bay County, LLC staff. All samples were analyzed according to the Laboratory Accreditation Management System Accreditation/Certification (NELAC). This water quality investigation was performed in accordance with and for the Florida Department of Environmental Protection, for permit requirements. Cypress Environmental of Bay County, LLC and McGlynn Laboratories Inc. performed all the work in this environmental water quality study, which was funded by the Lake Powell Residential Golf CDD.

Sampling and analysis follows the Florida Department of Environmental Protection, Standard Operating Procedures 01-001, revised 2014: FC 1000-Field Decontamination; FD 1000-Documentation; FM 1000-Field Mobilization; FQ 1000-Quality Control; FS 1000-General Sampling; FS 2000-General Water Sampling; FS 2100-Surface Water Sampling; FS 2200-Groundwater Sampling; FS 3000-Soil Sampling; FS 4000-Sediment Sampling; FS 8100-Contaminated Surfaces Sampling; FS 8200-Clean Sampling for Trace Metals; FT 1000-Field Testing General; FT 1100-Field pH; FT 1200-Field Specific Conductance; FT 1300-Field Salinity; FT 1400-Field Temperature; FT 1500-Field Dissolved Oxygen ; and FT 1600-Field Turbidity. All water quality parameters were investigated according to NELAC protocols and methods except for acephate; sulfosulfuron and metsulfuron-methyl for which no NELAC certification exists.

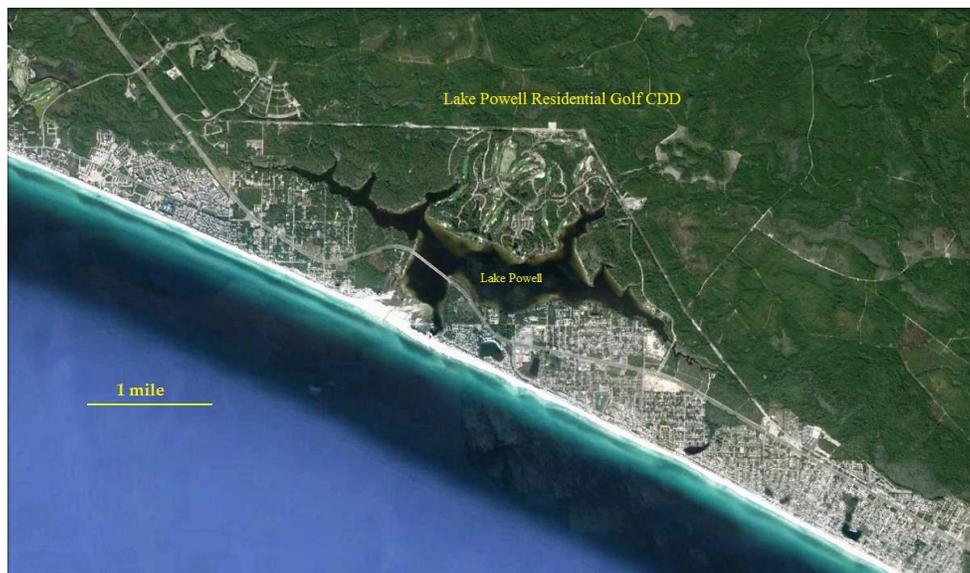




Site Maps



Map 1: Lake Powell Residential Golf CDD Site is west of Panama City, FL near the Gulf of Mexico.



Map 2: The Lake Powell Residential Golf CDD Site is located on the northern shore of Lake Powell, which is adjacent to the Gulf of Mexico.





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Map 3: This is an aerial view looking north across the site. Surface water, ground water and sediment monitoring locations in the Lake Powell Residential Golf CDD Site.





Sampling

Table 1: The location and coordinates of stations sampled for this study on 12/14/21.

Station	Abbreviation	Station Type	North	West
Surface Water -1	SW-1	Irrigation Pond	30 16.953	85 57.714
Surface Water -2	SW-2	Lake Powell	30 16.761	85 57.806
Surface Water -3	SW-3	Lake Powell	39 16.890	85 59.096
Surface Water -4	SW-4	Irrigation Pond	30 17.264	85 58.189
Ground Water -1	GW-1	Monitoring Well	30 16.628	85 58.190
Ground Water -2	GW-2	Monitoring Well	30 16.640	85 58.648
Ground Water -3	GW-3	Monitoring Well	30 16.958	85 58.900
Ground Water -4	GW-4	Monitoring Well	30 17.328	85 58.148
Sediment -1	SED-1	Irrigation Pond	30 16.953	85 57.714
Sediment -2	SED-2	Golf Course	30 13.931	85 58.312
Sediment -3	SED-3	Lake Powell	39 16.890	85 59.096

Table 2: Parameter list of analysis run for this study.

Parameters	SW1	SW2	SW3	SW4	GW1	GW2	GW3	GW4	SED1	SED2	SED3
pH											
Temperature											
Conductance											
Dissolved Oxygen											
Nitrate-Nitrite											
Total Phosphorus											
Chloride											
TSS											
TDS											
Turbidity											
Acephate (insecticide)											
Sulfosulfuron (herbicide)											
Metsulfuron-methyl (her.)											





Results

Table 3: Surface water and groundwater physical chemical characteristics

Water/Sediment Quality Data					Temp	pH	SpCond	Salinity	DO	% DO
Data Summary: CPE121421					EPA	EPA	EPA	EPA	EPA	EPA
Field Identification Information					170.1	150.1	120.1	120.1	360.1	360.1
					0.001	0.02	0.17	0.13	0.13	0.08
					0.005	0.06	0.568	0.42	0.45	0.27
Station	Date	Time	Matix	Laboratory	Deg Cel.	units	uS	uS	mg/L	mg/L
SW4	12/14/21	10:30	surface water	12/14/21	19.1	5.83	110.0	0.62	7.64	82.8
SW3	12/14/21	12:42	surface water	12/14/21	20.0	7.41	31418.8	20.21	8.42	95.5
SW2	12/14/21	13:00	surface water	12/14/21	19.9	7.44	31325.7	20.15	7.81	86.9
SW1	12/14/21	9:40	surface water	12/14/21	19.1	6.67	30906.7	19.88	4.45	49.5
MW4	12/14/21	10:00	well water	12/14/21	22.4	4.46	43.7	0.23	0.90	10.0
MW3	12/14/21	11:55	well water	12/14/21	22.6	4.75	59.1	0.32	0.90	10.0
MW2	12/14/21	12:30	well water	12/14/21	23.0	5.03	72.0	0.40	0.80	9.0
MW1	12/14/21	11:08	well water	12/14/21	21.3	5.89	84.6	0.47	1.10	12.0
SED 1	12/14/21	10:40	sediment core	12/14/21	not required					
SED 2	12/14/21	10:00	sediment core	12/14/21	not required					
SED 3	12/14/21	12:48	sediment core	12/14/21	not required					

Table 4: Surface water, ground water and sediment environmental quality

CPE121421					Turbidity	Chloride	TSS	TDS	Nitrate	Total P
Data Summary					EPA	EPA	EPA	EPA	calc	EPA
Field Identification Information					180.1	325.3	160.2	160.1		365.2
					0.2	0.2	0.6	0.6	0.016	0.008
					0.5	0.8	2.1	1.8	0.055	0.026
Station	Date	Time	Matix	Laboratory	(NTU)	mg/L	mgTSS/L	mgTDS/L	mg/L	mg/L
SW4	12/14/21	10:30	surface water	12/14/21	2.8	300	0.0	not required	0.370	0.018
SW3	12/14/21	12:42	surface water	12/14/21	0.2	11187	0.0	not required	< 0.16	< 0.008
SW2	12/14/21	13:00	surface water	12/14/21	0.1	11154	0.0	not required	< 0.16	0.016
SW1	12/14/21	9:40	surface water	12/14/21	0.1	11004	90.0	not required	< 0.16	< 0.008
MW4	12/14/21	10:00	well water	12/14/21	1.9	0	not required	WS7	0.480	0.024
MW3	12/14/21	11:55	well water	12/14/21	11.3	0	not required	0.0	0.000	0.022
MW2	12/14/21	12:30	well water	12/14/21	4.1	0	not required	0.0	0.000	0.062
MW1	12/14/21	11:08	well water	12/14/21	12.1	300	not required	0.0	< 0.16	0.110
SED 1	12/14/21	10:40	sediment core	12/14/21	not required	0.615 dry				
SED 2	12/14/21	10:00	sediment core	12/14/21	not required	0.227 dry				
SED 3	12/14/21	12:48	sediment core	12/14/21	not required	0.335 dry				





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Table 4: continued

Water/Sediment Quality Data						Acephate	Sulfosulfuron	Metsulfuron-Methyl	
Data Summary: CPE121421						SM	SM	SM	
Field Identification Information						8270	8270	8270	
					Date	MDL	0.00010	0.00009	0.00018
					Collection	PQL	0.00055	0.00048	0.00064
Station	Date	Time	Sample Type	Laboratory	received at	mg/L	mg/L	mg/L	
SW4	12/14/21	10:30	surface water	12/14/21		<0.0001	<0.00009	<0.00018	
SW3	12/14/21	12:42	surface water	12/14/21		<0.0001	<0.00009	<0.00018	
SW2	12/14/21	13:00	surface water	12/14/21		<0.0001	<0.00009	<0.00018	
SW1	12/14/21	9:40	surface water	12/14/21		<0.0001	<0.00009	<0.00018	
MW4	12/14/21	10:00	well water	12/14/21		<0.0001	<0.00009	<0.00018	
MW3	12/14/21	11:55	well water	12/14/21		<0.0001	<0.00009	<0.00018	
MW2	12/14/21	12:30	well water	12/14/21		<0.0001	<0.00009	<0.00018	
MW1	12/14/21	11:08	well water	12/14/21		<0.0001	<0.00009	<0.00018	
SED 1	12/14/21	10:40	sediment core	12/14/21		<0.0001	<0.00009	<0.00018	
SED 2	12/14/21	10:00	sediment core	12/14/21		<0.0001	<0.00009	<0.00018	
SED 3	12/14/21	12:48	sediment core	12/14/21		<0.0001	<0.00009	<0.00018	

Table 5: Sediment/Soil unit calculations, these results show that the sediments/soils in the study area are very sandy and have a low organic content. Being such, the concentrations of phosphorus in the soils was rather low. Organic herbicides, fungicides and pesticides analyzed were not detected in any of the samples.

Water/Sediment Quality Data						Solids	Moisture	TP	TP
Data Summary: CPE121421						of	of	Conc	Conc
Field Identification Information						Sample	Sample	Wet	Dry
					Date	(%)	(%)	Weight	Weight
					Collection			(mg/kg)	(mg/kg)
Station	Date	Dept Code	Repetition	Time	Laboratory				
SED 1	12/14/21	core	1	9:40	12/14/21	78%	22%	0.481	0.615
SED 2	12/14/21	core	1	10:00	12/14/21	76%	24%	0.173	0.227
SED 3	12/14/21	core	1	10:30	12/14/21	80%	20%	0.269	0.335





Site Pictures



Figure 1: Lake Powell site for SW2, SW3 and SED3

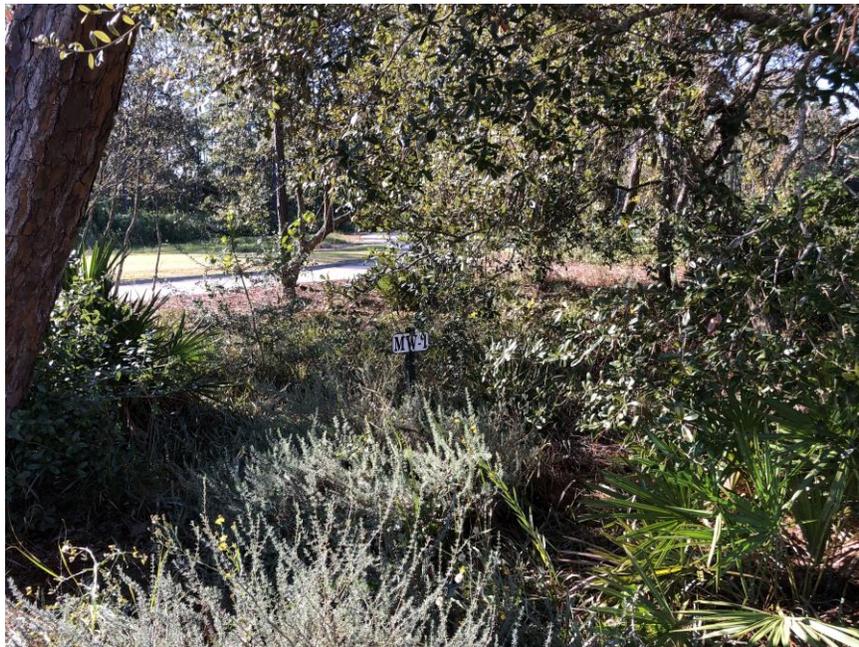


Figure 2: View of monitoring well MW1.





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Figure 3: View of monitoring well MW2.



Figure 4: A wetland at the Lake Powell Residential Golf Site.





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Appendices

Field Sampling

And

Laboratory Certificates of Analysis

Water Quality Data Summary

1. Surface, Sediment and Ground Water Laboratory
Water Quality Data Report
2. Pesticide and Herbicide Laboratory Data Report
3. Well Sampling Logs
4. Surface Water Sampling Logs





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**Water and Sediment Quality Assessment,
Lake Powell Residential Golf Community Development District (CDD)**

Appendix 1

**Surface, Sediment and Ground Water
Laboratory Water Quality Data Report**





For: Cypress Environmental
PO Box 16062, Panama City, FL 32406
bethany@cypresenvironmental.com
0

From: McGlynn Laboratories Inc
MLI Laboratory Manager: Dr. Sean E. McGlynn
568 Beverly Court
Tallahassee, FL 32301
Phone: (850) 570-1476
Email: mcglynnlabs@gmail.com
NELAC ID# E81676

Data Set ID: CPE121421
Report Date: 12/22/21
Sampled by: McGlynn Laboratories, according to MLI SOP ver. 17
Analyzed by: McGlynn Laboratories, according to MLI SOP ver. 17
Sample Received: 12/14/21

Seán E. McGlynn
Laboratory Director
Phone: (850) 570-1476



The analytical results contained within this report meet all NELAP requirements for parameters for which NELAP accreditation is required or available. Any deviations from NELAP requirements are noted in this report. Pursuant to NELAP, this report may not be reproduced, except in full, without the written approval from McGlynn Laboratories Inc.

The quality of reagents and media used by MLI is appropriate for the test concerned.

The results in this report relate only to the samples in this report.



Nitrate+Nitrite as N, McGlynn Laboratories Inc, 568 Beverly Ct., Tallahassee, Florida

Task: Lake Powell Residential Golf CDD								Nitrate+Nitrite as N	Data Qualifiers
Client: Cypress Environmental									
DataSetID: CPE121421									
Field Identification Information								4500-NO3-E SM 0.016 0.055 mg/L	=LOD =LOQ
Lab ID #	Station	Date	Time	Depth Code	Repetition	Container	Date received at Laboratory		
	SSStd								Pass
	CC 1								Pass
	Lab Blk 1								0.00 T
	PQL Std								Pass
1	21-1490F	SW1	12/14/21	9:40	surface	1	50ml HDPE	12/14/21	0.00 T
2	21-1491F	MW4	12/14/21	10:00	surface	1	50ml HDPE	12/14/21	0.19
3	21-1492F	SW4	12/14/21	10:30	surface	1	50ml HDPE	12/14/21	0.26
4	21-1493F	MW1	12/14/21	11:08	surface	1	50ml HDPE	12/14/21	0.00 T
5	21-1494F	MW3	12/14/21	11:55	surface	1	50ml HDPE	12/14/21	0.19
6	21-1495F	MW2	12/14/21	12:30	surface	1	50ml HDPE	12/14/21	1.54
7	21-1496F	SW3	12/14/21	12:42	surface	1	50ml HDPE	12/14/21	0.00 T
8	21-1497F	SW2	12/14/21	13:00	surface	1	50ml HDPE	12/14/21	0.00 T
9									
10									
11									
	CC 2								Pass
12									
13									
14									
15									
16									
17									
18									
19									
20	Matrix Spike	SW1	12/14/21	9:40	surface	2	50ml HDPE	12/14/21	0.50
21	Matrix Duplicate	SW1	12/14/21	9:40	surface	3	50ml HDPE	12/14/21	0.00 T
	CC 3								Pass
	Lab Blk 2								0.00 T

Do not: burn, spindle or mutilate!

Analyst	JIM
Date	12/15/21



Chloride, McGlynn Laboratories Inc, 568 Beverly Ct., Tallahassee, Florida

Task: Lake Powell Residential Golf CDD
Client: Cypress Environmental
DataSetID: CPE121421

Chloride	Data
SM	Qualifiers
4500-CL-C	=LOD
0.24	=LOQ
0.81	
mg/L	

Lab ID #	Field Identification Information							Chloride	Data	
	Collection		Depth Code	Repetition	Date		received at			
	Station	Date	Time	Container	Laboratory					
	SSStd							Pass		
	CC 1							Pass		
	Lab Blk 1							0.0	T	
	PQL Std							Pass		
1	21-1490T	SW1	12/14/21	9:40	surface	1	250ml HDPE	12/14/21	11004.1	
2	21-1491T	MW4	12/14/21	10:00	surface	1	250ml HDPE	12/14/21	4.4	
3	21-1492T	SW4	12/14/21	10:30	surface	1	250ml HDPE	12/14/21	22.5	
4	21-1493T	MW1	12/14/21	11:08	surface	1	250ml HDPE	12/14/21	9.5	
5	21-1494T	MW3	12/14/21	11:55	surface	1	250ml HDPE	12/14/21	14.2	
6	21-1495T	MW2	12/14/21	12:30	surface	1	250ml HDPE	12/14/21	10.9	
7	21-1496T	SW3	12/14/21	12:42	surface	1	250ml HDPE	12/14/21	11186.8	
8	21-1497T	SW2	12/14/21	13:00	surface	1	250ml HDPE	12/14/21	11153.5	
9										
10										
11										
	CC 2								Pass	
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	N/A							N/A	
21	Matrix Duplicate	SW1	12/14/21	9:40	surface	2	250ml HDPE	12/14/21		
	CC 3								Pass	
	Lab Blk 2								0.0	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	12.19.21



TSS, McGlynn Laboratories Inc, 568 Beverly Ct., Tallahassee, Florida

Task: Lake Powell Residential Golf CDD
Client: Cypress Environmental
DataSetID: CPE121421

TSS	Data Qualifiers
SM	
2540-D	
0.64	
2.13	=LOD
mgTSS/L	=LOQ

Lab ID #	Field Identification Information							TSS SM 2540-D 0.64 2.13 mgTSS/L	Data Qualifiers =LOD =LOQ	
	Collection		Depth Code	Repetition	Date received at		Container			
	Station	Date	Time		Laboratory					
	SSStd							N/A		
	CC 1							N/A		
	Lab Blk 1							0.0	T	
1	21-1490G	SW1	12/14/21	9:40	surface	1	1/2 gal HDPE	12/14/21	20.7	
2	21-1491G	MW4	12/14/21	10:00	surface	1	1/2 gal HDPE	12/14/21		
3	21-1492G	SW4	12/14/21	10:30	surface	1	1/2 gal HDPE	12/14/21	25.3	
4	21-1493G	MW1	12/14/21	11:08	surface	1	1/2 gal HDPE	12/14/21		
5	21-1494G	MW3	12/14/21	11:55	surface	1	1/2 gal HDPE	12/14/21		
6	21-1495G	MW2	12/14/21	12:30	surface	1	1/2 gal HDPE	12/14/21		
7	21-1496G	SW3	12/14/21	12:42	surface	1	1/2 gal HDPE	12/14/21	13.7	
8	21-1497G	SW2	12/14/21	13:00	surface	1	1/2 gal HDPE	12/14/21	11.3	
9										
10										
11										
	CC 2								N/A	
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	N/A							N/A	
21	Matrix Duplicate	SW1	12/14/21	9:40	surface	2	1/2 gal HDPE	12/14/21		
	CC 3								N/A	
	Lab Blk 2								0.0	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	12/17/21



TDS, McGlynn Laboratories Inc, 568 Beverly Ct., Tallahassee, Florida

Task: Lake Powell Residential Golf CDD
Client: Cypress Environmental
DataSetID: CPE121421

TDS	Data Qualifiers
SM	
2540-C	
0.56	
1.85	=LOD
mgTDS/L	=LOQ

Lab ID #	Field Identification Information							TDS SM 2540-C 0.56 1.85 mgTDS/L	Data Qualifiers =LOD =LOQ
	Collection		Depth Code	Repetition	Date received at		Container		
	Station	Date	Time			Laboratory			
	SSStd							N/A	
	CC 1							N/A	
	Lab Blk 1							0.0	T
1	21-1490G	SW1	12/14/21	9:40	surface	1	1/2 gal HDPE	12/14/21	
2	21-1491G	MW4	12/14/21	10:00	surface	1	1/2 gal HDPE	12/14/21	41.1
3	21-1492G	SW4	12/14/21	10:30	surface	1	1/2 gal HDPE	12/14/21	
4	21-1493G	MW1	12/14/21	11:08	surface	1	1/2 gal HDPE	12/14/21	95.6
5	21-1494G	MW3	12/14/21	11:55	surface	1	1/2 gal HDPE	12/14/21	63.3
6	21-1495G	MW2	12/14/21	12:30	surface	1	1/2 gal HDPE	12/14/21	72.2
7	21-1496G	SW3	12/14/21	12:42	surface	1	1/2 gal HDPE	12/14/21	
8	21-1497G	SW2	12/14/21	13:00	surface	1	1/2 gal HDPE	12/14/21	
9									
10									
11									
	CC 2							N/A	
12									
13									
14									
15									
16									
17									
18									
19									
20	Matrix Spike	N/A							N/A
21	Matrix Duplicate	SW1	12/14/21	9:40	surface	2	1/2 gal HDPE	12/14/21	
	CC 3							N/A	
	Lab Blk 2							0.0	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	12/17/21



Total Phosphorus as P, McGlynn Laboratories Inc, 568 Beverly Ct., Tallahassee, Florida

Task: Lake Powell Residential Golf CDD
Client: Cypress Environmental
DataSetID: CPE121421

Total P	Data Qualifiers
SM	
4500-P-E	
0.008	=LOD
0.026	=LOQ
mg/L	

Lab ID #	Field Identification Information							Total P mg/L	Data Qualifiers	
	Station	Collection Date	Time	Depth Code	Repetition	Container	Date received at Laboratory			
	SSStd							0.573		
	CC 1							0.103		
	Lab Blk 1							0.000	T	
	PQL Std							0.055		
1	21-1490P	SW1	12/14/21	9:40	surface	1	50ml HDPE	12/14/21	0.000	T
2	21-1491P	MW4	12/14/21	10:00	surface	1	50ml HDPE	12/14/21	0.024	I
3	21-1492P	SW4	12/14/21	10:30	surface	1	50ml HDPE	12/14/21	0.018	I
4	21-1493P	MW1	12/14/21	11:08	surface	1	50ml HDPE	12/14/21	0.110	
5	21-1494P	MW3	12/14/21	11:55	surface	1	50ml HDPE	12/14/21	0.022	I
6	21-1495P	MW2	12/14/21	12:30	surface	1	50ml HDPE	12/14/21	0.062	
7	21-1496P	SW3	12/14/21	12:42	surface	1	50ml HDPE	12/14/21	0.007	T
8	21-1497P	SW2	12/14/21	13:00	surface	1	50ml HDPE	12/14/21	0.016	I
9										
10										
11										
	CC 2							0.101		
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	SW1	12/14/21	9:40	surface	2	50ml HDPE	12/14/21	0.097	
21	Matrix Duplicate	SW1	12/14/21	9:40	surface	3	50ml HDPE	12/14/21	0.000	T
	CC 3							0.097		
	Lab Blk 2							0.000	T	

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	12/17/21

*The data qualifiers below are used in chemical reports to address issues that might arise concerning the validity of this data. They are placed next to the data in the report as additional information pertaining to the test results they report nonstandard conditions that may compromise the test results.

*The uncertainty, unless otherwise indicated by a disclaimer meets or exceeds the NELAC standards for these analytical methods, 80% to 120% accuracy (%Rec) and +/-20% precision (%RSD)

*Physical conditions in the laboratory during the running of these tests in no way compromised these test results

Data Qualifiers

A: value reported is a mean of two or more samples

B: source method is modified to enhance accuracy

I: reported value is between the MDL and the PQL

J: estimated value, questionable QA/QC

K: off scale low

L: off scale high

N: this analysis is not NELAC certified

O: sampled but analysis lost or not performed

P: results not reported due to matrix interference

Q: sample held beyond the accepted holding time

T: reported value is less than the laboratory MDL

U: compound analyzed for but not detected

V: analyte was detected in both the sample and the blank

W: reported value failed some acceptance criteria but passed most QA/QC tests

Y: laboratory analysis was from an improperly preserved sample

Nitrate - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation
 Quality control for Nitrate - Standard Method 4500-NO3-E

All testing must meet acceptance criteria or the data will be flagged as questionable in our Report.

This test is run on an Oceanoptics Spectrometer, USB2000, Serial No. USB2E6742

Data Set Id.: CPE121421

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0	0	0.000	
WS 2	0.13	0.076	0.144	
WS 3	0.53	0.278	0.526	
WS 4	1.07	0.544	1.031	
WS 5	2.03	1.101	2.086	
WS 6	2.70	1.411	2.674	
SSStd	0.707	0.377	0.714	% Rec.
PQLStd	0.0707	0.038	0.072	101.0%
CC1	0.53	0.28	0.530	101.4%
CC2	0.53	0.29	0.549	103.6%
CC3	0.53	0.28	0.530	100.1%
LCSD 1			0.000	
LCSD 2			0.000	LOD
L Blk 1			0.000	0.016
F Blk			N/A	0.016
L Blk 2			0.000	0.016

Slope	Intercept	R-Squared
0.527707827	0.000167906	0.99905133
Matrix Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	-0.033	-0.063
Spike: WS 3	0.27	0.502
Matrix Spike Recovery:	106.55%	

first sample	% RSD
LCSD 1	#DIV/0!
LCSD 2	

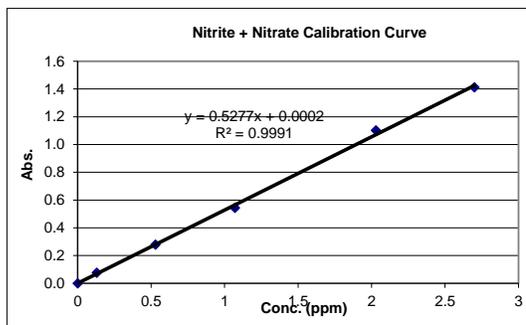
SSStd Lot#	R101666B
PQL (WS3) Lot#	R101666C
CC (WS3) Lot#	R101599
Working Stds Lot#	R101599

Analyst: **JIM**
 Analysis Date: **12/15/21**

*Standard for high level analysis, leave blank for low level analysis

yes/no	
yes	Holding Time must be less than 48 hours
yes	R-squared must be greater than 0.995
yes	SSStd recovery must be between 80% and 120%
yes	CC recovery must be between 90% and 110%
yes	PQLStd recoveries 80% and 120%
yes	Column Efficiency must be between 80% and 120%
yes	Matrix spike recoveries must be between 80% and 120%
yes	LBlk 1 must be run before the samples in this set
yes	LBlk 2 must be run after the samples in this set
yes	Duplicates must have a %RSD between +/- 20%

All QA/QC samples (listed above) were analyzed consecutively within this sample set between the beginning, end times and date listed on the laboratory bench sheet.



Reagents

NED Hydrochloride: R101663
 Sulfanilamide: R101657
 Cadmium Column (Reduction Reagent): R101691
 Dilution Solution: R101681

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 568 Beverly Ct.
 Tallahassee, FL 32301

Chloride - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation

Quality control for Chloride- Standard Method 4500-CL-C

All testing must meet acceptance criteria or the data will be flagged as questionable in our Report.

This test is titration run with a volumetric buret

Data Set Id.: CPE121421

	Smpl Vol (mL)	Tit. Vol (mL)	Exp. Conc. (mg/L)	% Rec.
SSStd	30	3.55	104.9	104.9%
PQLStd	30	1.45	42.8	100.3%
CC1	30	1.44	42.5	99.6%
CC2	30	1.45	42.8	100.3%
CC3				
LCSD 1			42.5	
LCSD 2			42.8	LOD
LBik 1	30	0.000	0.0	0.2
Fld Bik	N/A	N/A	N/A	N/A
LBik 2	30	0.000	0.0	0.2

yes/no	
yes	Holding Time must be less than 28 days
yes	SSStd recovery must be between 80% and 120%
yes	CC recovery must be between 90% and 110%
yes	PQL Std recoveries 80% and 120%
yes	LBik 1 must be run before the samples in this set
yes	LBik 2 must be run after the samples in this set
yes	Blks, all must be less than MDL (except equipment blank)
yes	Duplicates must have a %RSD between +/- 20%

All QA/QC samples (listed above) were analyzed consecutively within this sample set between the beginning, end times and date listed on the laboratory bench sheet.

	Lot #	Conc. (mg/L)
SSStd	R101640	100
PQLStd	R101570	42.7
CC	R101570	42.7
Mercuric Nitrate Titrant	E351-03	0.025

first sample	%RSD
LCSD 1	
LCSD 2	0.5%

Analyst: SEM
 Analysis Date: 12.19.21

Reagents

Titrant: Mercuric Nitrate, Lot E351-03
 Dilute Nitric Acid: R101444

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 568 Beverly Ct.
 Tallahassee, FL 32301

Total Dissolved and Suspended Solids - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation

Quality control for TSS/TDS- Standard Method 2540-D and 2540-C

All testing must meet acceptance criteria or the data will be flagged as questionable in our Report.

The time between subsequent weights, the drying time must encompass at least an hour.

Data Set Id.: CPE121421 Weight Lot #

Total Suspended Solids:		Weight	Lot #
		0.05	72197
		0.5	MT-68165
		5	01-J56742-29

Initial	Actual Weight (g)	Weight (g)	% Rec.
SSStd	0.5	0.5	100.00%
CC1	0.05	0.05	100.00%
CC2	0.05	0.05	100.00%
CC3	0.05	0.05	100.00%

Final	Actual Weight (g)	Weight (g)	% Rec.
SSStd	0.5	0.5	100.00%
CC1	0.05	0.05	100.00%
CC2	0.05	0.05	100.00%
CC3	0.05	0.05	100.00%

TSS (mgTSS/L)		%RSD
Lab Blk 1	0	
Fld Blk	N/A	
Lab Blk 2	0	
LCSD 1	0.0	
LCSD 2	0.0	0.0%

TSS (mgTSS/L)	LOD	Dup 1	Dup 2
Lab Blk	0	0.638	Dup 1
Fld Blk	N/A	0.638	Dup 2

Analyst: SEM
 Analysis Date: 12/17/21

Day 1 temp, time, initials temp 1
 Day 1 temp, time, initials temp 2

TSS	Temp. Log, deg C	104.0, 0900, SM	104.0, 1000, SM
yes/no			

- yes Holding Time must be less than 7 days for initial weights
- yes SSStd and CC's must be between 80% and 120%
- yes LBlk 1 must be run before the samples in this set
- yes LBlk 2 must be run after the samples in this set
- yes Blks must be less than MDL
- yes Dups must be between +/- 10% (high level, concentration > 20 times the MDL)
- yes Dups must be between +/- 25% (low level, concentration < 20 times the MDL)
- yes Temperature must be 104 degrees +/- 0.5
- yes Drying time greater than an hour.

All QA/QC samples (listed above) were analyzed consecutively within this sample set between the beginning, end times and date listed on the laboratory bench sheet.

Total Dissolved Solids:		Weight	Lot #
		0.05	72197
		0.5	MT-68165
		5	01-J56742-29

Initial	Actual Weight (g)	Weight (g)	% Rec.
SSStd	5	5	100.00%
CC1	1	1	100.00%
CC2	1	1	100.00%
CC3	1	1	100.00%

Final	Actual Weight (g)	Weight (g)	% Rec.
SSStd	5	5	100.00%
CC1	1	1	100.00%
CC2	1	1	100.00%
CC3	1	1	100.00%

TDS (mgTDS/L)		%RSD
Lab Blk 1	0	
Fld Blk	N/A	
Lab Blk 2	0	
LCSD 1	0.0	
LCSD 2	0.0	0.0%

TDS (mgTDS/L)	LOD	Dup 1	Dup 2
Lab Blk	0.0	0.555	Dup 1
Fld Blk	N/A	0.555	Dup 2

Analyst: SEM
 Analysis Date: 12/17/21

Day 1 temp, time, initials temp 1
 Day 1 temp, time, initials temp 2
 Day 2 temp, time, initials temp 3
 Day 2 temp, time, initials temp 4

TDS	Temp. Log, deg C	180.0, 0900, SM	180.0, 1700, SM	180.0, 0900, SM	180.0, 1815, SM
yes/no					

- yes Holding Time must be less than 7 days for initial weights
- yes SSStd and CC's must be between 80% and 120%
- yes LBlk 1 must be run before the samples in this set
- yes LBlk 2 must be run after the samples in this set
- yes Blks must be less than MDL
- yes Dups must be between +/- 10% (high level, concentration > 20 times the MDL)
- yes Dups must be between +/- 25% (low level, concentration < 20 times the MDL)
- yes Temperature must be 180 degrees +/- 0.5
- yes Drying time greater than an hour.

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 Tallahassee, FL 32301

Total Phosphorus (TP) - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation

Check, Total Phosphorus (TP)- Standard Method 4500-P-E

All testing must meet acceptance criteria or the data will be flagged as questionable in our Report.

This test is run on an Oceanoptics Spectrometer, USB2000, Serial No. USB2E6742, samples are digested at high temperature in a fume hood

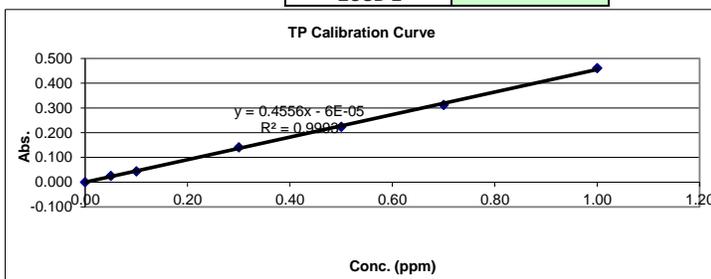
Data Set Id.: CPE121421

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0.00	0.000	0.000	
WS 2	0.05	0.025	0.055	
WS 3	0.10	0.044	0.097	
WS 4	0.30	0.141	0.310	
WS 5	0.50	0.224	0.492	
WS 6	0.70	0.312	0.685	
WS 7	1.00	0.461	1.012	% Rec.
SSSTD	0.53	0.261	0.573	108.5%
PQLStd	0.05	0.025	0.055	104.2%
CC1	0.10	0.047	0.103	103.3%
CC2	0.10	0.046	0.101	101.1%
CC3	0.10	0.044	0.097	96.7%
Org P Std		0.43	0.944	94.4%
LCSD 1			0	
LCSD 2			0	LOD
L Blk 1			0.000	0.008
F Blk			N/A	0.008
L Blk 2			0.000	0.008
SSStd Lot#			R101703	
PQL(WS2) Lot#			R101704	
CC (WS3) Lot#			R101656	
Working Std Lot#			R101656	
Org P Std Lot#			R101583A	

Slope	Intercept	R-Squared
0.455642553	-6.46809E-05	0.999326155

Matrix Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	-0.001	-0.002
Spike: WS 3	0.044	0.097
Matrix Spike Recovery:	98.76%	

first sample	% RSD
LCSD 1	#DIV/0!
LCSD 2	#DIV/0!



*Standard for high level analysis, leave blank for low level analysis

McGlynn Labs Digestion Log (Total Phosphorus)

Digested in LABCONCO orange and blue fume hood in upper lab of MLI, 465 Beverly Court, Tallahassee FL

Digested in aluminum blocks with temperature monitored with IR thermometer #3 max temp 380 degrees C

Date	Start Time	End Time	Tech.	Boiling Conditions
12/16/21	800	1000	SM	30 min. at a gentle boil.

yes/no

yes	Holding Time must be less than 28 days
yes	R-squared must be greater than 0.995
yes	SSStd recovery must be between 80% and 120%
yes	CC recovery must be between 90% and 110%
yes	PQLStd recoveries 80% and 120%
yes	Matrix spike recoveries must be between 80% and 120%
yes	LBlk 1 must be run before the samples in this set
yes	LBlk 2 must be run after the samples in this set
yes	Blks, all must be less than MDL (except equipment blank)
yes	Duplicates must have a %RSD between +/- 20%

All QA/QC samples (listed above) were analyzed consecutively within this sample set between the beginning, end times and date listed on the laboratory bench sheet.

Analyst: SEM
 Analysis Date: 12/17/21

Reagents

Ascorbic Acid (0.01 molar): R101623
 Precombined Reagent: R101679
 Ammonium Molybdate: R101677
 Potassium Antimonyl Tartrate: R101678
 NaOH (10 N): R101682
 pH test strips: Lot# 236020
 Phenolphthalein Indicator: R101693

McGlynn Laboratories, Inc.
 568 Beverly Ct.
 Tallahassee, FL 32301

Chain of Custody Form (COC)

Chain of Custody Record, Std. Water Quality Set

McGlynn Laboratories, Inc., 568 Beverly Court, Tallahassee, FL, 850-570-1476

Page 1 of 1



Project Name: Loile Powell Reservoir
 Project Location: Bay County, FL
 Client: Beckingham Womack
 Data Set Id: CPE121421
 Sampler: Sean & Julie McGlynn

Station	Date	Time	Matrix
SW1	12.14.21	9:40	SW
MW4	11	10:00	GW
SW4	11	10:30	SW
MW1	11	11:08	GW
MW3	11	11:55	GW
MW2	11	12:30	GW
SW3	11	12:42	SW
SW2	11	13:00	SW

Requested Analysis/Preservation/Container	Field Pres. Check	Remarks
TSS, TDS, BOD5 ice < 4°C/1/2 gal HDPE		
Organics/Chlorophyll ice < 4°C/1L Amber Glass		
Turbidity, Cl, Alk, F ice < 4°C/250ml HDPE		
PO4, NO2, NO3, Color ice < 4°C, field filtered 0.45µ		
Bacteria ice < 4°C/100ml poly whirpак		
NH3/3 drops H2SO4 < pH 2 /50ml HDPE		
TKN/3 drops H2SO4 < pH 2 /50ml HDPE		
TP/3 drops H2SO4 < pH 2 /50ml HDPE		
Metals/3ml HNO3 < pH 2 /250ml HDPE		

Temperature upon arrival at McGlynn Laboratories, Inc.
 Transportation to Lab Description: MLI Chevy Colorado
 Relinquished By: Sammy Date: 12/14/21 Time: 16:00
 Received By: Sammy Date: 12/14/21 Time: 16:10
 Follow all protocols in MLI SOP revision 16, 0819



McGlynn Laboratories, Inc.
Report of Analytical Results

For: Bethany Womack
Cypress Environmental of Bay County, LLC
P.O. Box 16062, Panama City, Florida 32406
2402 Lisenby Avenue, Panama City, Florida 32405
Ph: 850-481-6824

From: McGlynn Laboratories Inc
MLI Laboratory Manager: Dr. Sean E. McGlynn
568 Beverly Court
Tallahassee, Fl. 32301
Phone: (850) 222-4895
Email: mcglynnlabs@gmail.com
NELAC ID# E81676

Data Set ID: CPE121421-SED
Report Date: 01/01/22
Sampled by: McGlynn Laboratories, according to MLI SOP ver. 17
Sample Received: 12/14/21

Seán E. McGlynn
Laboratory Director
Phone: (850) 222-4895



The analytical results contained within this report meet all NELAP requirements for parameters for which NELAP accreditation is required or available. Any deviations from NELAP requirements are noted in this report. Pursuant to NELAP, this report may not be reproduced, except in full, without the written approval from McGlynn Laboratories Inc.

The quality of reagents and media used by MLI is appropriate for the test concerned.

The results in this report relate only to the samples in this report.



Total Phosphorus as P, McGlynn Laboratories Inc, 568 Beverly Ct., Tallahassee, Florida

Task: Lake Powell Residential Golf CDD
Client: Cypress Environmental
DataSetID: CPE121421-SED

Total P	Data Qualifiers
SM	
4500-P-E	
0.003	=MDL
0.012	=PQL
(dry) mg/L	

Lab ID #	Field Identification Information							Total P (dry) mg/L	Data Qualifiers	
	Station	Collection Date	Collection Time	Depth Code	Repetition	Container	Date received at Laboratory			
	SSStd							Pass		
	CC 1							Pass		
	Lab Blk 1							0.000	T	
	PQL Std							Pass		
1	21-1532	sed 1	12/14/21	10:40	core	1	glass	12/14/21	0.615	
2	21-1533	sed 2	12/14/21	10:00	core	1	glass	12/14/21	0.227	
3	21-1534	sed 3	12/14/21	12:48	core	1	glass	12/14/21	0.335	
4										
5										
6										
7										
8										
9										
10										
11										
		CC 2							Pass	
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
		CC 3							NA	
		Lab Blk 2							0.000	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	11/27/18

*The data qualifiers below are used in chemical reports to address issues that might arise concerning the validity of this data. They are placed next to the data in the report as additional information pertaining to the test results they report nonstandard conditions that may compromise the test results.

*The uncertainty, unless otherwise indicated by a disclaimer meets or exceeds the NELAC standards for these analytical methods, 80% to 120% accuracy (%Rec) and +/-20% precision (%RSD)

*Physical conditions in the laboratory during the running of these tests in no way compromised these test results

Data Qualifiers

A: value reported is a mean of two or more samples

B: source method is modified to enhance accuracy

I: reported value is between the MDL and the PQL

J: estimated value, questionable QA/QC

K: off scale low

L: off scale high

N: this analysis is not NELAC certified

O: sampled but analysis lost or not performed

P: results not reported due to matrix interference

Q: sample held beyond the accepted holding time

T: reported value is less than the laboratory MDL

U: compound analyzed for but not detected

V: analyte was detected in both the sample and the blank

W: reported value failed some acceptance criteria but passed most QA/QC tests

Y: laboratory analysis was from an improperly preserved sample

Total Phosphorus (TP) - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation

Check, Total Phosphorus (TP)- Standard Method 4500-P-E

All testing must meet acceptance criteria or the data will be flagged as questionable in our Report.

This test is run on an Oceanoptics Spectrometer, USB2000, Serial No. USB2E6742, samples are digested at high temperature in a fume hood

Data Set Id.: CPE121421-SED

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0.00	0.000	-0.003	
WS 2	0.05	0.025	0.052	
WS 3	0.10	0.044	0.094	
WS 4	0.30	0.141	0.307	
WS 5	0.50	0.224	0.489	% Rec.
WS 6	0.70	0.312	0.682	97.4%
WS 7	1.00	0.461	1.009	100.9%
CC1	0.10	0.047	0.101	100.5%
CC2	0.10	0.046	0.098	98.3%
CC3	0.10	0.044		
L Blk 1			0.000	0.00398632
L Blk 2			0.000	0.00398632

Slope	Intercept	R-Squared
0.455642553	0.001200581	0.998976933

SSStd Lot#	R101417
PQLStd Lot#	R101415
CC Lot#	R101415
Working Std Lot#	R101415
LCSD Lot#	R101415

*Standard for high level analysis, leave blank for low level analysis

McGlynn Labs Digestion Log (Total Phosphorus)

Digested in LABCONCO orange and blue fume hood in upper lab of MLI, 465 Beverly Court, Tallahassee FL

Digested in aluminum blocks with temperature monitored with Total IMM thermometer max temp 400 degrees C

Date	Start Time	End Time	Tech.	Boiling Conditions	Test
12/16/21	800	1000	SM	30 min. at a gentle boil.	TP persulfate digestion, Standard Method 365.20

yes/no	
yes	Holding Time must be less than 28 days
yes	R-squared must be greater than 0.995
yes	SSStd recovery must be between 80% and 120%
yes	CC recovery must be between 90% and 110%
yes	PQLStd recoveries 80% and 120%
yes	Matrix spike recoveries must be between 80% and 120%
yes	LBlk 1 must be run before the samples in this set
yes	LBlk 2 must be run after the samples in this set
yes	Blks, all must be less than MDL (except equipment blank)
yes	Duplicates must have a %RSD between +/- 20%

Analyst:	SEM
Analysis Date:	12/17/21



McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

**Water and Sediment Quality Assessment,
Lake Powell Residential Golf Community Development District (CDD)**

Appendix 2

Pesticide and Herbicide Laboratory Data
Report



McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES

December 21, 2021

Sean McGlynn,
McGlynn Laboratories
568 Beverly Court Tallahassee, FL 32301

Project Name: Water Quality Assessment, Lake Powell Residential Golf Community Development District (CDD).

Laboratory ID: CPE121421

Enclosed are the analytical results for samples received and taken by the laboratory on 12/14/21. The analytical results for the samples contained in this report were submitted for analysis as outlined by the Chain of Custody and results pertain only to these samples. The following compounds were analyzed with EPA method 8270 after concentration by Concentrations by Solid-Phase Extraction and analysis by GC/Mass Spectrometry.

The following pesticides/herbicides/fungicides were analyzed. Acephate, an insecticide, is an organophosphate foliar insecticide of moderate persistence with residual systemic activity of about 10–15 days at the recommended use rate. It is used primarily for control of aphids. It also controls leaf miners, caterpillars, and sawflies and thrips in crops, turf, and forestry. By direct application to mounds, it is effective in destroying imported fire ants. Sulfosulfuron is a herbicide, it is very effective against sedge species, such as yellow nutsedge and green kyllinga. It also controls a select number of broadleaf weeds. It is safe to use on numerous turfgrass species. Metsulfuron-methyl is also a herbicide that kills broadleaf weeds and some annual grasses. It is a systemic compound with foliar and soil activity that inhibits cell division in shoots and roots. It has residual activity in soils, allowing it to be used infrequently but requiring up to 22 months before planting certain crops (sunflowers, flax, corn, or safflower). It has very low toxicity to mammals, birds, fish, and insects, but is a moderate eye irritant.

Sincerely,

Thank you,

Sincerely,
Seán E. McGlynn, Ph.D.
Laboratory Director



McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES

Sample Summary

Project Name: Water Quality Assessment, Lake Powell Residential Golf Community Development District (CDD).

Laboratory ID: CPE121421

Lab ID	Sample ID	Matrix	Date Collected	Time Collected	Date Received
20-1490F	SW1	Surface Water	12/14/21	09:40	12/14/21
21-1491F	MW4	Ground Water	12/14/21	10:00	12/14/21
21-1492F	SW4	Surface Water	12/14/21	10:30	12/14/21
21-1493F	MW3	Ground Water	12/14/21	11:55	12/14/21
21-1494F	MW2	Ground Water	12/14/21	12:30	12/14/21
21-1495F	SW3	Surface Water	12/14/21	12:42	12/14/21
21-1496F	MW1	Ground Water	12/14/21	11:08	12/14/21
21-1497F	SW2	Surface Water	12/14/21	13:00	12/14/21
21-1532	SED1	Sediment	12/14/21	10:40	12/14/21
21-1533	SED2	Sediment	12/14/21	10:00	12/14/21
21-1534	SED3	Sediment	12/14/21	12:48	12/14/21

ANALYTICAL RESULTS

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CERTIFICATE OF ANALYSIS

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McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES

Project ID: CPE121421
 Laboratory ID: 21-1490F
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **SW1**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.09	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	95		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.071	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.011	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	95		%	1	0.18	0.64	12/17/21, 10:05, SEM

Project ID: CPE121421
 Laboratory ID: 21-1491F
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **MW4**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.054	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	95		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.033	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.025	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	98		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

CERTIFICATE OF ANALYSIS



ANALYTICAL RESULTS

Project ID: CPE121421
 Laboratory ID: 21-1492F
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **SW4**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.045	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.040	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	99		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.071	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	95		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

Project ID: CPE121421
 Laboratory ID: 21-1493F
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **MW1**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.021	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	94		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.051	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270,							
Metsulfuron-methyl	0.022	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit



ANALYTICAL RESULTS

Project ID: CPE121421
 Laboratory ID: 21-1494F
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **MW3**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.011	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	98		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.012	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	94		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.011	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	94		%	1	0.18	0.64	12/17/21, 10:05, SEM

Project ID: CPE121421
 Laboratory ID: 21-1495F
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **MW4**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.012	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.010	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	101		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8							
Metsulfuron-methyl	0.012	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

McGlynn Laboratories, Inc.

Certificate of Analysis ANALYTICAL RESULTS

Project ID: CPE121421
 Laboratory ID: 21-1496F
 Analysis Method: EPA 8270
 Matrix: Sediment
 Sample ID: SW3
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.032	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	99		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.014	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	95		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.041	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

Project ID: CPE121421
 Laboratory ID: 21-1497F
 Analysis Method: EPA 8270
 Matrix: Sediment
 Sample ID: SW2
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.022	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.031	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.012	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

McGlynn Laboratories, Inc.

Certificate of Analysis ANALYTICAL RESULTS

Project ID: CPE121421
 Laboratory ID: 21-1532
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **SED1**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.031	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.012	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.012	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	99		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

Project ID: CPE121421
 Laboratory ID: 21-1533
 Analysis Method: EPA 8270
 Matrix: Surface Water
 Sample ID: **SED2**
 Date Collected: 12/14/21
 Date Received: 12/14/21
 Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.013	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.021	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	96		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.006	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

McGlynn Laboratories, Inc.

Certificate of Analysis **ANALYTICAL RESULTS**

Project ID: CPE121421
Laboratory ID: 21-1533
Analysis Method: EPA 8270
Matrix: Sediment
Sample ID: **SED3**
Date Collected: 12/14/21
Date Received: 12/14/21
Report Date: 12/21/21

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.032	U	ug/L	1	0.10	0.55	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.10	0.55	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.024	U	ug/L	1	0.09	0.48	12/17/21, 10:05, SEM
Surrogate Spike	97		%	1	0.09	0.48	12/17/21, 10:05, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.021	U	ug/L	1	0.18	0.64	12/17/21, 10:05, SEM
Surrogate Spike	95		%	1	0.18	0.64	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation 1

McGlynn Laboratories, Inc.

Certificate of Analysis

Quality Assurance, Quality Control Data
Parameter Analyzed: Acephate
Analysis Method: EPA 8270
Project ID: CPE121421
Date Collected: 12/14/21
Date Received: 12/14/21
Report Date: 12/21/21

Parameter	Blank Result	DQ	Units	Analysis Date, Time, and Technician
SEMIVOLATILES				
Method Blank Analysis Method: EPA 8270				
Acephate	0.002	U	ug/L	12/17/21, 10:05, SEM

Parameter	LCB Result	LCB % Rec	Spike Conc	Units	% Rec	Analysis Date, Time, Tec
SEMIVOLATILES						
Laboratory Control Sample Analysis Method: EPA 8270						
Acephate	0.464	98.8%	0.500	ug/L	80-120%	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

Quality Control Data

Quality Assurance, Quality Control Data
Parameter Analyzed: Sulfosulfuron
Analysis Method: EPA 8270
Project ID: CPE121421
Date Collected: 12/14/21
Date Received: 12/14/21
Report Date: 12/21/21

Parameter	Blank Result	DQ	Units	Analysis Date, Time, and Technician
SEMIVOLATILES				
Method Blank Analysis Method: EPA 8270				
Sulfosulfuron	0.001	U	ug/L	12/17/21, 10:05, SEM

Parameter	LCB Result	LCB % Rec	Spike Conc	Units	% Rec	Analysis Date, Time, Tec
SEMIVOLATILES						
Laboratory Control Sample Analysis Method: EPA 8270						
Sulfosulfuron	0.484	96.8%	0.500	ug/L	80-120%	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

McGlynn Laboratories, Inc.

Certificate of Analysis

Quality Assurance, Quality Control Data
Parameter Analyzed: Metsulfuron-methyl
Analysis Method: EPA 8270
Project ID: CPE121421
Date Collected: 12/14/21
Date Received: 12/14/21
Report Date: 12/21/21

Parameter	Blank Result	DQ	Units	Analysis Date, Time, and Technician
SEMIVOLATILES				
Method Blank				
Analysis Method: EPA 8270				
Metsulfuron-methyl	0.001	U	ug/L	12/17/21, 10:05, SEM

Parameter	LCB Result	LCB % Rec	Spike Conc	Units	% Rec	Analysis Date, Time, Tec
SEMIVOLATILES						
Laboratory Control Sample						
Analysis Method: EPA 8270						
Metsulfuron-methyl	0.495	99.0%	0.500	ug/L	80-120%	12/17/21, 10:05, SEM

PARAMETER QUALIFIERS

U: The compound was analyzed for but not detected.

I: The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

McGlynn Laboratories, Inc.

Certificate of Analysis

Quality Control Data Cross Reference Table

Project: Water Quality Assessment, Lake Powell Residential Golf Community Development District (CDD).

Lab ID	Sample ID	Date Collected	Time Collected	Date Received	Prep and Analysis Method
20-1490F	SW1	12/14/21	09:40	12/14/21	EPA 8270, SW-846 3510C
20-1491F	MW4	12/14/21	10:00	12/14/21	EPA 8270, SW-846 3510C
20-1492F	SW4	12/14/21	10:30	12/14/21	EPA 8270, SW-846 3510C
20-1493F	MW1	12/14/21	11:08	12/14/21	EPA 8270, SW-846 3510C
20-1494F	MW3	12/14/21	11:55	12/14/21	EPA 8270, SW-846 3510C
20-1495F	MW2	12/14/21	12:30	12/14/21	EPA 8270, SW-846 3510C
20-1496F	SW3	12/14/21	12:42	12/14/21	EPA 8270, SW-846 3510C
20-1497F	SW2	12/14/21	13:00	12/14/21	EPA 8270, SW-846 3510C
20-1532	SED1	12/14/21	10:40	12/14/21	EPA 8270, SW-846 3510C
20-1533	SED2	12/14/21	10:00	12/14/21	EPA 8270, SW-846 3510C
20-1534	SED3	12/14/21	12:48	12/14/21	EPA 8270, SW-846 3510C

**Water and Sediment Quality Assessment,
Lake Powell Residential Golf Community Development District (CDD)**

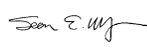
Appendix 3

Well Sampling Logs

MLI Ground Water Log, Summary Data, MW-4

SITE NAME: Lake Powell Residential Golf CPD		SITE LOCATION: Bay County, Florida	
WELL NO: MW-4		SAMPLE ID: MW-4	DATE: 12/14/21

PURGING DATA

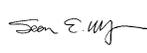
WELL DIAMETER (inches): 2		TUBING DIAMETER (inches): 3/8		TOTAL DEPTH TO WELL BOTTOM (ft): 19.75		STATIC DEPTH TO WATER (feet): 8.51		PURGE PUMP TYPE OR BAILER: ESP				
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY (only fill out if applicable) = (19.75 feet - 8.51 feet) X 0.16 gallons/foot = 1.80 gallons												
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) = 0.1 gallons + (0.006 gallons/foot X 90 feet) + 0 gallons = 0.054 gallons												
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 13			FINAL PUMP OR TUBING DEPTH IN WELL (feet): 13			PURGING INITIATED AT: 10:00		PURGING ENDED AT: 10:20		TOTAL VOLUME PURGED (gallons): 10		
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (µmhos/cm or µS/cm)	DISSOLVED OXYGEN (% saturation)	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)	
10:20	2.0	10.0	0.50	9.00	4.46	22.4	55.6	10%	0.9	clear	none	
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 10:20			SAMPLING ENDED AT: 10:35		
PUMP OR TUBING DEPTH IN WELL (feet): 13			SAMPLE PUMP (gpm x 3785) FLOW RATE (mL per minute): 2271				TUBING MATERIAL CODE: PE					
FIELD DECONTAMINATION: YES			FIELD-FILTERED: none FILTER SIZE: none Filtration Equipment Type: none				DUPLICATE: NONE					

NOTE: 5 well volumes were purged, the last three readings were stable according to the following criteria: pH ± 0.2 units; Temperature: ± 0.2 oC; Specific Conductance ± 5%; Dissolved Oxygen all readings ≤ 20% saturation; Turbidity: all readings ≤ 20 NTU.

MLI Ground Water Log, Summary Data, MW-1

SITE NAME: Lake Powell Residential Golf CPD		SITE LOCATION: Bay County, Florida	
WELL NO: MW-1		SAMPLE ID: MW-1	DATE: 12/14/21

PURGING DATA

WELL DIAMETER (inches): 2		TUBING DIAMETER (inches): 3/8		TOTAL DEPTH TO WELL BOTTOM (ft): 14.37		STATIC DEPTH TO WATER (feet): 2.52		PURGE PUMP TYPE OR BAILER: ESP				
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY (only fill out if applicable) = (14.37 feet - 2.52 feet) X 0.16 gallons/foot = 1.90 gallons												
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) = 0.1 gallons + (0.006 gallons/foot X 90 feet) + 0 gallons = 0.054 gallons												
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 10			FINAL PUMP OR TUBING DEPTH IN WELL (feet): 10			PURGING INITIATED AT: 10:53		PURGING ENDED AT: 11:08		TOTAL VOLUME PURGED (gallons): 10:00		
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (µmhos/cm or µS/cm)	DISSOLVED OXYGEN (% saturation)	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)	
11:08	2.0	10.0	0.67	2.89	5.89	21.3	84.6	12%	12.1	clear	none	
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 11:08			SAMPLING ENDED AT: 11:23		
PUMP OR TUBING DEPTH IN WELL (feet): 10			SAMPLE PUMP (gpm x 3785) FLOW RATE (mL per minute): 2271				TUBING MATERIAL CODE: PE					
FIELD DECONTAMINATION: YES			FIELD-FILTERED: none FILTER SIZE: none Filtration Equipment Type: none				DUPLICATE: NONE					

NOTE: 5 well volumes were purged, the last three readings were stable according to the following criteria: pH ± 0.2 units; Temperature: ± 0.2 oC; Specific Conductance ± 5%; Dissolved Oxygen all readings ≤ 20% saturation; Turbidity: all readings ≤ 20 NTU.



MLI Ground Water Log, Summary Data, MW-2

SITE NAME: Lake Powell Residential Golf CPD	SITE LOCATION: Bay County, Florida
WELL NO: MW-2	SAMPLE ID: MW-2
DATE: 12/14/21	

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	TOTAL DEPTH TO WELL BOTTOM (ft): 19.51	STATIC DEPTH TO WATER (feet): 8.51	PURGE PUMP TYPE OR BAILER: ESP							
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY only fill out if applicable) $= (19.51 \text{ feet} - 8.51 \text{ feet}) \times 0.16 \text{ gallons/foot} = 1.76 \text{ gallons}$											
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) $= 0.1 \text{ gallons} + (0.006 \text{ gallons/foot} \times 90 \text{ feet}) + 0 \text{ gallons} = 0.054 \text{ gallons}$											
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 10		FINAL PUMP OR TUBING DEPTH IN WELL (feet): 10		PURGING INITIATED AT: 12:15	PURGING ENDED AT: 12:30	TOTAL VOLUME PURGED (gallons): 10					
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (µmhos/cm or µS/cm)	DISSOLVED OXYGEN (% saturation)	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
12:30	2.0	10.0	0.67	9.15	5.03	23.0	72	9%	4.1	clear	sulfur
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 12:30		SAMPLING ENDED AT: 12:15		
PUMP OR TUBING DEPTH IN WELL (feet): 10			SAMPLE PUMP (gpm x 3785) FLOW RATE (mL per minute): 2271				TUBING MATERIAL CODE: PE				
FIELD DECONTAMINATION: YES			FIELD-FILTERED: none FILTER SIZE: none Filtration Equipment Type: none				DUPLICATE: NONE				

NOTE: 5 well volumes were purged, the last three readings were stable according to the following criteria: pH ± 0.2 units; Temperature: ± 0.2 oC; Specific Conductance ± 5%; Dissolved Oxygen all readings ≤ 20% saturation; Turbidity: all readings ≤ 20 NTU.

MLI Ground Water Log, Summary Data, MW-3

SITE NAME: Lake Powell Residential Golf CPD	SITE LOCATION: Bay County, Florida
WELL NO: MW-3	SAMPLE ID: MW-3
DATE: 12/14/21	

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	TOTAL DEPTH TO WELL BOTTOM (ft): 18.69	STATIC DEPTH TO WATER (feet): 7.82	PURGE PUMP TYPE OR BAILER: ESP							
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY only fill out if applicable) $= (18.69 \text{ feet} - 7.82 \text{ feet}) \times 0.16 \text{ gallons/foot} = 1.74 \text{ gallons}$											
EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME (only fill out if applicable) $= 0.1 \text{ gallons} + (0.006 \text{ gallons/foot} \times 90 \text{ feet}) + 0 \text{ gallons} = 0.054 \text{ gallons}$											
INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 10		FINAL PUMP OR TUBING DEPTH IN WELL (feet): 10		PURGING INITIATED AT: 11:40	PURGING ENDED AT: 11:55	TOTAL VOLUME PURGED (gallons): 10.0					
TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (µmhos/cm or µS/cm)	DISSOLVED OXYGEN (% saturation)	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
11:55	2.0	10.0	0.67	8.26	4.75	22.6	59.1	10%	11.3	ironish	none
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 11:55		SAMPLING ENDED AT: 12:05		
PUMP OR TUBING DEPTH IN WELL (feet): 10			SAMPLE PUMP (gpm x 3785) FLOW RATE (mL per minute): 2271				TUBING MATERIAL CODE: PE				
FIELD DECONTAMINATION: YES			FIELD-FILTERED: none FILTER SIZE: none Filtration Equipment Type: none				DUPLICATE: NONE				

NOTE: 5 well volumes were purged, the last three readings were stable according to the following criteria: pH ± 0.2 units; Temperature: ± 0.2 oC; Specific Conductance ± 5%; Dissolved Oxygen all readings ≤ 20% saturation; Turbidity: all readings ≤ 20 NTU.



McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

**Water and Sediment Quality Assessment,
Lake Powell Residential Golf Community Development District (CDD)**

Appendix 4

Surface Water Sampling Logs

McGlynn Laboratories, Inc. -568 Beverly Court, Tallahassee, FL 32301
www.mcglynnlabs.com - mcglynnlabs@gmail.com
Nationally Accredited Environmental Laboratory





McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES



McGlynn Labs Inc

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Task: <u>Lake Powell Reservoir CDD</u>		Ultrapen #1424M1208F (sp cond), Refractometer, aichose (salinity)			
Date: <u>12/14/21</u>		YSI Digital Prof Series 19C100933 (DO, Temp)			
Data Set Id.: <u>CD9121421</u>		PH Pen: Extech 218739			
		Hach Turbidometer, 59754G			

Initial and Final Calibration

Dissolved Oxygen (parts per million or mg/L)					
Allowable Range: +/- 0.3 mg/L					
Time	Calibration	%	mg/L	C	DO Saturation Table (mg/L)
9:00	Initial	99.2	8.79	21.4	8.85
16:21	Final	99.5	8.71	21.9	8.76

Salinity (parts per thousand or g/kg)					
Allowable Range: +/- 5% uS					
Time	Calibration	0	10	35	C
9:00	Initial	0	10.1	35.1	21.4
16:21	Final	0	10.0	35.0	21.9

Specific Conductance (uS)					
Allowable Range: +/- 5% uS					
Time	Calibration	0	100.0	1000	C
9:00	Initial	0	101	1003	21.4
16:21	Final	0	101	1000	21.9

pH (parts per thousand or g/kg)					
Allowable Range: +/- 5% uS					
Time	Calibration	4.0	7.0	10.0	C
9:00	Initial	4.1	7.1	10.0	21.4
16:21	Final	4.0	7.0	10.0	21.9

Turbidity (NTU)					
Allowable Range: +/- 5% uS					
Time	Calibration	0	100.0	1000	C
9:00	Initial	0	100	1001	21.4
16:21	Final	0	100	1000	21.9

0 Specific Conductance Standard: analyte free water
 100 Specific Conductance Standard: Lot 190624
 1000 Specific Conductance Standard: Lot J064-14
 0 ppt Salinity Std: analyte free water
 13 ppt Salinity Std: Lot 197011
 35 ppt Salinity Std: Lot 197105
 pH 4 buffer: Lot A0297
 pH 7 buffer: Lot A0296
 pH 10 buffer: Lot A02987
 0 NTU Standard: analyte free water
 100 NTU Standard: Lot 6027
 1000 NTU Standard: Lot 3311

Analyst: [Signature] Observers: _____
 Date: 12/14/21

Notes:

McGlynn Laboratories Inc., 568 Beverly Ct., Tallahassee, FL 32301, mcglynnlabs@gmail.com, (850) 570-1476, sampling protocols in MLI SOP revision 19, 06/06/19

Field Calibration Data Sheet for Surface Water Quality

McGlynn Laboratories, Inc. - 568 Beverly Court, Tallahassee, FL 32301
 www.mcglynnlabs.com - mcglynnlabs@gmail.com
 Nationally Accredited Environmental Laboratory





McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES



McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES

Task: Lake Powell Res Gulf (100)	Ultrapen #1424M1208F (sp cond), Refractometer, aichose (salinity)
Date: 12/14/21	YSI Digital Prof Series 19C100933 (DO, Temp)
Data Set Id.: CP9121421	PH Pen: Exttech 218739
	Hach Turbidometer, 59754G

Physical/Chemical Water Quality Data measured in the Field

Station:	SW1	SW4	SW3	SW2				
Date:	12/14/21	—	—	—				
Time:	9:40	10:30	12:42	13:00				
Sam. Depth (m)	0.5	0.5	0.5	0.5				
Sta. Depth (m)	0.8	1.1	3.2	2.5				
Temp (c):	19.1	19.1	20.0	19.9				
DO (%):	49.5	82.8	95.5	86.9				
DO (ppm):	4.45	7.64	8.42	7.81				
pH (units):	6.67	5.83	7.41	7.44				
SpC (µS):	30,907	110.0	31,419	31,326				
Sal (ppt):	19.88	0.62	20.21	20.15				
Turbidity (NTU):	0.1	2.8	0.15	0.1				
Secchi (ft):	—	—	—	—				
Analyst: <i>[Signature]</i>	Observers: Betty Womack							
Date: 12/14/21								

Notes:

McGlynn Laboratories Inc., 568 Beverly Ct, Tallahassee, FL 32301, mcglynnlabs@gmail.com, (850) 570-1476, sampling protocols in MLI SOP revision 19, 06/06/19

Field Physical Chemical Data Sheet for Surface Water Quality





McGlynn Labs Inc

ENVIRONMENTAL LABORATORIES

Page 1 of 1

Field Chain of Custody Record, Std. Water Quality Set
 McGlynn Laboratories, Inc., 568 Beverly Court, Tallahassee, FL, 850-570-1476

McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

Project Name: Loke pond to Golf club
 Project Location: Bay County FL
 Client: Bethany Womack
 Data Set Id: CP5/2/14/21
 Sampler: Sen & Julie Muehler

Requested Analysis/Preservation/Container

Requested Analysis/Preservation/Container	Field Pres. Check	Remarks
TSS, TDS, BOB		
Organics/Chlorophyll		
Turbidity, Cl, Alk, T		
PO ₄ -NO ₃ , NO ₂ , Color		
Bacteria/ice < 4°C/100ml		
NH ₃ 3 drops H ₂ SO ₄ < pH 2		
TKN 3 drops H ₂ SO ₄ < pH 2		
TP 3 drops H ₂ SO ₄ < pH 2		
Metals/3ml HNO ₃ < pH 2		

Station	Date	Time	Matrix
SW1	12.14.21	9:40	SW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW4	11	10:00	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
SW4	11	10:30	SW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW1	11	11:08	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW3	11	11:55	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW2	11	12:30	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
SW3	11	12:42	SW
Temperature upon arrival at McGlynn Laboratories, Inc.			
SW2	11	13:00	SW
Temperature upon arrival at McGlynn Laboratories, Inc.			
Temperature upon arrival at McGlynn Laboratories, Inc.			
Temperature upon arrival at McGlynn Laboratories, Inc.			
Transportation to Lab Description: MLI Chevy Colorado			
Relinquished By: <u>[Signature]</u>	Date: <u>12/14/21</u>	Time: <u>1600</u>	
Received By: <u>[Signature]</u>	Date: <u>12/14/21</u>	Time: <u>16:00</u>	

Notes:

New COC 1120
 #6.1.1, Rev. 4, 11/20/20
 reviewed approved by: KM, QAO

Field Chain of Custody Form for Water Quality Samples

McGlynn Laboratories, Inc. - 568 Beverly Court, Tallahassee, FL 32301
 www.mcglynnlabs.com - mcglynnlabs@gmail.com
 Nationally Accredited Environmental Laboratory



**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

7



70/35

Coastal Wildlife Removal

Call us at (850) 252-6362

changed 12/20/21

JOEL BRADY
M) 850-396-3653

Panama City • Miramar Beach • Pensacola • Tallahassee

CustomerService@CoastalAnimalRemoval.com

Date: 12/24/21 Time In: _____ Time Out: _____ Technician: Joel Brady

David Hill 850-890 3190

CLIENT NAME Wild Heron Property Assoc.	PHONE	EMAIL
ADDRESS Front Gate	CITY Panama City Beach	STATE FL
TARGET ANIMAL Hogs	REFERRAL SOURCE	AMOUNT
ANIMAL CONTROL Trapping 30 Days	DEAD ANIMAL REMOVAL	3500
EXCLUSION RESIDENTIAL	EXCLUSION COMMERCIAL	
ATTIC RESTORATION		

Inspection Report:
Hogs Destroying Property, 15-25 Hogs Present
Large amount of activity at Front Gate

Description of Work:
SIT Traps for 30 Days to Remove
Current population of Wild Pigs from
The Property

Trap Ct.

Check #: _____ Invoice Total: \$3500

Card #: 4485-5910-0283-3766 EXP DATE: 06/25 CVC CODE: 418 Total Today: \$3500

By signing below I authorize Coastal Wildlife Removal to complete the work described and to charge my card for the amount listed above. Declined payments are subject to a processing fee of up to \$49.00 and collections actions that may affect credit ratings will be legally pursued. Coastal Wildlife Removal provides a limited 2-year warranty on exclusion work performed under this Contract. That warranty is limited to (1) removing animals that gain access to the structure through the same entry point as described in this Contract and (2) re-covering and reinforcing the entry point. This warranty DOES NOT COVER damages sustained to the interior of the structure, including, but not limited to, electrical, air conditioning, water/sewer, cable/internet, or any structural damage other than the point of entry itself.

Customer Initials: SPC

Customer Signature: _____

Technician Signature: _____

Primary Contact:
Steve - Undercoffer
& 615-495-4567

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

12

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This Contract, dated AUGUST 23, 2019 is between the Lake Powell Residential Golf Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Bay County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431 (the "District"), and Custom Tree Care, Inc., a Kansas corporation authorized to do business in Florida, whose address is 3722 S.W. Spring Creek Lane, Topeka, Kansas, 66610 ("Contractor").

1. Scope of Work

The District desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide disaster debris removal and disposal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Contractor's Scope of Work for providing services under this Contract is set forth in Exhibit 1.. The Contractor agrees to provide full support to the District or its designees for the development of the project worksheets and documentation necessary to support reimbursement from federal, state and or local agencies.

The project(s) may be funded by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Emergency Management (FDEM), and it is imperative that the Contractor and all sub-contractors be familiar with disaster debris removal eligibility criteria outlined by the Bay County Debris Management Plan, FHWA, FEMA, FDEM, and other applicable local, state, and federal regulations.

Contractor and all subcontractors shall comply with the provisions contained in Federal Regulations Contract Requirements 2 C.F.R §200.317 — 200.326 and FHWA-1273 contained in Exhibit 2 and any other applicable local, state, and federal laws.

2. Term

This Contract shall commence upon execution by the District and continue in effect through December 31, 2021.

3. Contract Price

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be paid by the District according to the unit prices contained in the Contractor's price proposal contained in Exhibit 3.

4. Performance Security (Contract Bond)

Contractor agrees to furnish to the District a performance/contract surety bond in the amount equal to one hundred percent (100%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice of the disaster.

Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the District.

The District may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The Contractor shall obtain and deliver such additional security to the District within seventy-two (72) hours after receipt of the written request therefore.

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of the District.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the District objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from District premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will allow the District to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of RFP 16-25, the terms of which are incorporated herein by reference.

9. Records I Audits

The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the District in order to perform the service;
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the District.
- d. Upon completion of the contract, transfer, at no cost to the District, all public records in possession of the Contractor, or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. The Contractor agrees to make available to the District's Auditor, during normal business hours and in Bay County, Florida, all books of account, reports and records relating to this contract.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records, the Contractor should contact the District.

11. Access to Records

The Contractor agrees to provide the District, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

12. District Representative

The District Manager or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the District's representative on matters relating to the performance of the work. The District shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the District, Contractor shall provide proof of such compliance to the District.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section shall constitute grounds for the District to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the District notifies the Contractor of such non-compliance.

14. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the District Insurance Requirements which are attached as Exhibit 4 to this Contract and incorporated by reference.

15. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

d. This section survives termination or expiration of this Contract.

16. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the District the cost of the District's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the District has prevailed.

b. The District shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the District shall be in addition to any and all other legal remedies available to the District and shall not be considered to be the District's exclusive remedy.

d. This section services termination or expiration of this Contract.

17. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the District: For the Contractor:

The Contractor shall notify the District of any change to its address. The Contractor's notification of address change is sufficient if sent by email or facsimile.

18. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the District.

19. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

20. Termination for Convenience

The District may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the District as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

21. Termination for Cause

a. If the Contractor fails to comply with any of the terms and conditions of this Contract, the District may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the District may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the District by reason of the Contractor's failure to comply with this contract.

b. Notwithstanding the above, the Contractor is not relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by the Contractor and the District may withhold any payments to the Contractor for the

purpose of setoff until such time as the amount of damages due the District from the Contractor is determined.

c. Failure of the Contractor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the District to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the District notifies the Contractor of such non-compliance.

22. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

23. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

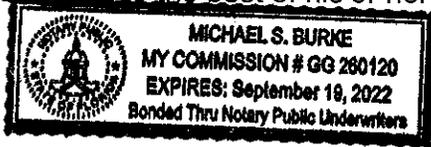

Assistant Secretary

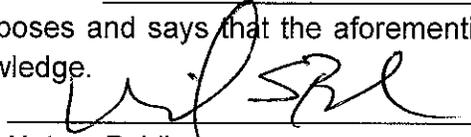
LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT


Chair of the Board of Supervisors
This 21 day of August, 2019

STATE OF FLORIDA
COUNTY OF Bay }

The foregoing instrument was acknowledged before me this 21 day of August, 2019, by Tom Baldorf, as Chair of the Board of Supervisors for LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.




Notary Public
My commission expires:

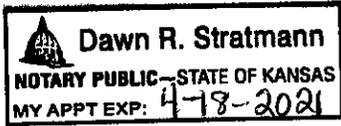
[CONTRACTOR SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

CUSTOM TREE CARE, INC.

By: [Signature]
Name: _____
Title: _____
Address: _____
This 11th day of July, 2019

STATE OF Kansas
COUNTY OF Shawnee

The foregoing instrument was acknowledged before me this 11th day of July, 2019, by Greg Gathers, as President for CUSTOM TREE CARE, INC., who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.



[Signature]
Notary Public
My commission expires:

EXHIBIT 1 SCOPE OF SERVICES

SCOPE OF WORK

Upon notice by the District, Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete the timely removal and lawful disposal of all storm-generated debris. The term "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials (collectively, "debris").

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris from all public streets, roads, and other rights-of-way, including any privately owned property as required to secure the public safety as may be directed by the District, and in accordance with federal, state and local requirements.. Contract services will only be performed when requested and as designated by the District, by an approved Task Order issued by the District. Contractor shall load and haul the debris from within the legal boundaries of the District to a site(s) agreed to by the District

The District reserves the right to assign work to various Contractors, at its sole discretion. The District also reserves the right to approve all Subcontractors hired by Contractor and/or to require Contractor to dismiss a Subcontractor upon request.

Debris Removal Management

Activities include, but are not limited to, furnishing all labor, materials and equipment to accomplish the following types of tasks:

- Clearing and/or removing debris from the public right-of-way, streets and roads or privately owned property as required to secure the public safety;
- Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal on District property or private property as required to secure the public safety;
- Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
- Removal of sand and earthen materials from roads, streets and rights-of- way.

Documentation Management and Support

Activities include, but are not limited to:

- Assisting the District in preparation of FEMA and State reports for reimbursement, and review of documentation prior to submittal;
- Working closely with the District, Bay County Emergency Management, FDEM, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;

MOBILIZATION - Emergency Debris Road Clearance

The Contractor shall mobilize management staff to the District within twelve (12) hours following notification of need.

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the District. This operational aspect of the Scope of Services shall be for the first seventy-two (72) (plus or minus) hours after an Event and the Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

MOBILIZATION - Debris Removal

The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within 72 hours following the day of the disaster. Debris Removal work within the District will be prioritized by the District.

Debris Removal from Public Rights-of-Way, Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way)

As identified by and directed by the District, the Contractor shall accomplish the pick-up and hauling of all eligible debris from public rights-of-way; and, should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property, the Contractor as identified by and directed by the District, will accomplish the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from the District the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order and the physical marking of the dangerous condition by the District. The Contractor will place all debris collected through this process in the public rights-of-way where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. The District has determined that it is in the best interest of the health and safety of its constituents to provide this service.

The Contractor will appoint one of their employees as the key contact for approval by the District Manager.

SUBCONTRACTORS

The Contractor shall provide the District with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the District assigning work, the Contractor shall provide the District with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The District may, at its sole discretion, approve or deny the use of any subcontract firms working under the prime or sub-prime contractor.

COSTS FOR SCOPE OF WORK

Measurement and Payment for Gathering, Pick-up and Hauling; Processing of Debris from Public Rights-of-Way; Hauling of Debris Disposal Site

The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor shall and the District may inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, no payment will be allowed for that load; and, the Contractor will not invoice the District for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the District's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The District may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the Contractor.

MODIFICATION OF WORK

The District reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the District's notification of a contemplated change, the Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify the District of any estimated change in the completion date;
- Advise the District, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.
-

Upon written instruction by the District, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the District's decision to proceed with the change.

If the District elects to make the change, the District shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until

such written Amendment or Change Order has been issued and signed by each of the parties.

RETAINAGE / COMPLETION OF WORK

The District shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the District. Any repairs to private property shall include a signed release from the owner.

FINAL PAYMENT

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the District. This certifies that all services have been properly performed and all charges and costs have been invoiced to the District. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

STAFFING REQUIREMENTS — CONTRACTOR

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the District or have any contractual relationship with the District that has not been disclosed. The District will determine if a conflict exists & notify the parties accordingly.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

UNAUTHORIZED ALIEN WORKERS:

The District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.

PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the District to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: \$1,000 per day, for (1) failure to commence work as required by this Contract; (2) that the Contractor response is not timely in accordance with the any of the terms of this Contract, and (3) for each and every calendar day that the Contractor shall be in default after any 24 hour notice to cure is issued by the District. The Contractor and District acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor for same.

DAILY REPORTS

The Contractor shall submit a report to the District by close of business each day the following information:

1. Contractor's Name
2. Report Date
3. Location of completed work
4. Location of work for next day
5. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
6. List of roads that were cleared (Emergency Clearance)
7. Number of Crews (including number of trucks and loading equipment)
8. Daily and cumulative totals of debris removed, by category
9. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
10. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area

11. Number of hazardous trees and hanging limbs removed.
12. Problems encountered or anticipated

TRAFFIC CONTROL

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

The contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

The Contractor must be qualified and provide the District with copies of certifications to conduct traffic control operations on roads.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

HAZARDOUS WASTE SPILLS

The Contractor shall be responsible for reporting to the District and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the District.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

EXHIBIT 2

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R '200.317-326 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may

be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 and 3704. as supplemented by Department of Labor regulations (29 CFR Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the District, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**EXHIBIT 3
CONTRACTOR'S PRICE PROPOSAL**

Attachment A

FEE SCHEDULE - PART A: UNIT PRICES

Item /	Description	Unit	Unit Price
1.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris Staging and Reduction Site	Cubic Yard	\$ 6 ⁹⁵
2.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$ 7 ²⁰
3.0	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	\$.50
4.0	Debris Reduction by Chipping/Grinding	Cubic Yard	\$ 2.85
5.0	Fluorocarbon Refrigerant Management and Recycling	Per Unit	\$ 45
6.0	Animal Carcass Collection, Hauling, and Final Disposal	Pound	\$ 1 ⁰⁰
7.0	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$ 3 ⁹⁵
8.0	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	\$ 5 ⁰⁰
9.0	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site		
	A. 24 inch to 35.99 inch diameter	Each	\$ 175
	B. 36 inch to 47.99 inch diameter	Each	\$ 225
	C. 48 inch and larger diameter	Each	\$ 300
11.0	Clean. Fill Dirt	Cubic Yard	\$ 16
12.0	Sand Screening	Cubic Yard	\$ 4 ⁹⁵
13.0	Hazardous Tree Removal	Each	\$ 145
14.0	Hazardous Limb (2" or greater) Removal	Each	\$85.00

Attachment B

FEE SCHEDULE - PART B: EQUIPMENT AND LABOR RATES

Item	Description	Hourly Price
1.0	JD 544 Wheel Loader with debris grapple	\$135
2.0	JD 644 Wheel Loader with debris grapple	\$135
3.0	Extendaboom Forklift with debris grapple	\$100
4.0	753 Bobcat Skid Steer Loader with debris grapple	\$80
5.0	753 Bobcat Skid Steer Loader with bucket	\$80
6.0	753 Bobcat Skid Steer Loader with street sweeper	\$80
7.0	30-50 H Farm Tractor with box blade or rake	\$70
8.0	2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$130
9.0	3-4 cu. yd. Articulated Loader with bucket	\$130
10.0	JD 648E Log Skidder, or equivalent	\$125
12.0	CAT D4 Dozer	\$135
13.0	CAT D5 Dozer	\$145
14.0	CAT D6 Dozer	\$155
15.0	CAT D7 Dozer	\$165
16.0	CAT D8 Dozer	\$175
17.0	CAT 125 - 140 HP Motor Grader	\$135
18.0	JD 690 Trackhoe with debris grapple	\$135
19.0	Rubber Tired Excavator with debris grapple	\$130
20.0	JD 310 Rubber Tired Backhoe with bucket & hoe	\$100
21.0	Rubber Tired Excavator with debris grapple	\$130
22.0	210 Prentiss Knuckleboom with debris grapple	\$175
23.0	CAT 623 Self-Loader Scraper	\$135
24.0	Hand-Fed Debris Chipper	\$65
25.0	300 - 400 HP Horizontal Grinder	\$375
26.0	800 - 1,000 HP Horizontal Grinder	\$475
27.0	30 Ton Crane	\$250
28.0	50 Ton Crane	\$300
29.0	100 Ton Crane (8 hour minimum)	\$475
30.0	40-60' Bucket Truck	\$145
31.0	Greater Than 60' Bucket Truck	\$145
32.0	Fuel / Service Truck	\$65
33.0	Water Truck	\$65
34.0	Portable Light Plant	\$25
35.0	Lowboy Trailer with Tractor	\$110
36.0	Flatbed Truck	\$65
37.0	Pick-up Truck (unmanned)	\$25
38.0	Self-Loading Dump Truck with debris grapple	\$185
39.0	Single Axle Dump Truck, 5 - 12 cu. yd.	\$95
40.0	Tandem Axle Dump Truck, 16-20 cu. yd.	\$95
41.0	Tandem Axle Dump Truck, 21 - 30 cu. yd.	\$105
42.0	Tandem Axle Dump Truck, 31 - 50 cu. yd.	\$105

43.0	Tandem Axle Dump Truck, 51-80 cu. yd.	\$110
44.0	Power Screen	\$200
45.0	Stacking Conveyor	\$40
46.0	Chainsaw	\$5
47.0	Air Curtain Incinerator, self-contained	\$125
48.0	Temporary Office Trailer	\$30
49.0	Mobile Command and Communications Trailer	\$45
50.0	Laborer, with small hand tools, and Traffic Control Flagperson	\$40
51.0	Skilled Sawman	\$45
52.0	Crew Foreman with cell phone	\$60
53.0	District Manager with cell phone	\$75
54.0	Tree Climber	\$65

*Note: All equipment descriptions submitted will be in accordance with the FEMA "Typed Resource Definitions."

**Note: All equipment rates include the cost of the operator, fuel, and maintenance.

***Note: All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

EXHIBIT 4
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The District may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the District.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on District property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the District, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the District. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the District's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the District is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the District can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the District's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the District, on policies and with insurers acceptable to the District. These insurance requirements shall not limit the liability of the Contractor. The District does not represent these types or amounts of

insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the District as an additional insured to the extent of the District's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the District, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the District and may be disapproved by the District. They shall be reduced or eliminated at the option of the District. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the District shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the District, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION COVERAGE

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the District an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation — Required limits:

Coverage A — Coverage will include statutory requirements

Coverage B — Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including

employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the District shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the Lake Powell Residential Golf Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the District by the Contractor. The District shall be named as an Additional Insured for both General Liability and Business Auto Liability.
2. New Certificates of Insurance are to be provided to the District at least 15 days after coverage renewals.
3. If requested by the District, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage the Contractor shall, at the option of the District, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the District, or by any of its representatives, which indicate less coverage

than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

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From: [Jamie Sanchez](#)
To: [Debbie Tudor](#); [Daphne Gillyard](#)
Cc: [Cindy Cerbone](#)
Subject: Fwd: Wild Heron Parcel
Date: Sunday, January 2, 2022 2:04:20 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi ladies,

Please see below email for Lake Powell January 24th meeting Agenda.

Thank you,

Jamie

Jamie Sanchez

District Manager

E-Mail: sanchezj@whhassociates.com

Wrathell, Hunt and Associates, LLC

[2300 Glades Road #410W](#)

[Boca Raton, FL 33431](#)

Toll-free: [\(877\)276-0889](tel:(877)276-0889)

Phone: [\(561\)571-0010](tel:(561)571-0010)

Cell: [\(561\)512-9027](tel:(561)512-9027)

Fax: [\(561\)571-0013](tel:(561)571-0013)

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

WHA Logo with Title Letterhead dark grey Letters



From: David Dean <david.dean@knology.net>

Sent: Thursday, December 30, 2021 11:28:33 AM

To: Cindy Cerbone <cerbonec@whhassociates.com>

Cc: Jamie Sanchez <sanchezj@whhassociates.com>

Subject: Fwd: Wild Heron Parcel

Cindy, Jamie,

Please forward this email to the other Supervisors and place on the agenda for our next meeting. The 1/2 acre Prospect Promenade property adjoins other CDD owned land that when combined could provide up to 1.5 acres of developmental land for future use.

Happy New Year.

Most Respectfully...Dave

From: "Bridget Precise" <Bridget.Precise@joe.com>

To: "David Dean" <david.dean@knology.net>

Sent: Thursday, December 30, 2021 8:30:44 AM

Subject: Wild Heron Parcel

Hi David,

I hope you are doing well and enjoying the holidays.

You had previously asked about the CDD acquiring our parcel on Prospect Promenade. I wanted to confirm that we will be putting that parcel and the one on Lost Cove Lane on the market for \$75,000 each. If the District has an interest in acquiring the Prospect Promenade parcel for \$75,000, please let me know.

Talk to you soon.

Bridget



Bridget Precise

*Senior Vice President
Residential Real Estate*

The St. Joe Company®
130 Richard Jackson Blvd., Suite 200
Panama City Beach, Florida 32407

o 850.231.6480 f 850.231.6595

e bridget.precise@joe.com w joe.com



**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

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**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2021**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General Fund	Debt Service Fund Series 2012	Total Funds
ASSETS			
Operating accounts			
BB&T	\$ 157,000	\$ -	\$ 157,000
Wells Fargo - operating	847,875	-	847,875
Centennial Bank	257,115	-	257,115
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	121,747	-	121,747
FineMark - ICS	737,975	-	737,975
Investments			
Revenue	-	133,767	133,767
Reserve	-	198,913	198,913
Prepayment A	-	37,120	37,120
Due from governmental funds			
General fund	-	164,955	164,955
Other governments*	17,552	-	17,552
Due from other	989	-	989
Deposits	225	-	225
Total assets	<u>\$ 2,267,542</u>	<u>\$ 534,755</u>	<u>\$ 2,802,297</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Due to governmental funds			
Debt service	\$ 164,955	\$ -	\$ 164,955
Total liabilities	<u>164,955</u>	<u>-</u>	<u>164,955</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	17,552	-	17,552
Total deferred inflows of resources	<u>17,552</u>	<u>-</u>	<u>17,552</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	100,000	-	100,000
Road project 2022	150,000	-	150,000
Stormwater system upgrades	50,000	-	50,000
Restricted for:			
Debt service	-	534,755	534,755
Assigned to:			
3 months working capital	248,575	-	248,575
Unassigned	1,286,460	-	1,286,460
Total fund balances	<u>2,085,035</u>	<u>534,755</u>	<u>2,619,790</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 2,267,542</u>	<u>\$ 534,755</u>	<u>\$ 2,802,297</u>

*This receivable relates to the Revenue Certificate agreement with the City of Panama City Beach which sunsets February 20, 2022.

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 262,576	\$ 469,189	\$ 670,801	70%
Interest & miscellaneous	32	95	1,000	10%
Revenue certificates	-	10,412	-	N/A
Total revenues	<u>262,608</u>	<u>479,696</u>	<u>671,801</u>	71%
EXPENDITURES				
Administrative				
Supervisors	-	2,153	5,000	43%
Management	2,596	7,788	31,153	25%
Accounting	918	2,753	11,012	25%
Assessment roll preparation	1,209	3,628	14,510	25%
Audit	-	-	7,500	0%
Legal	3,500	3,580	12,000	30%
Engineering	-	-	13,280	0%
Postage	38	176	1,775	10%
Telephone	88	263	1,050	25%
Website maintenance	-	-	750	0%
Insurance	-	7,135	7,500	95%
Printing and binding	125	375	1,500	25%
Legal advertising	-	126	2,500	5%
Other current charges	68	177	1,200	15%
Office supplies	-	-	500	0%
Special district annual fee	-	-	175	0%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	250	1,000	25%
ADA website compliance	-	-	210	0%
Total administrative	<u>8,625</u>	<u>28,404</u>	<u>121,246</u>	23%

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Security				
Contractual rangers	11,824	23,736	153,000	16%
Total security	<u>11,824</u>	<u>23,736</u>	<u>153,000</u>	16%
Lake wetland & upland monitoring				
Mitigation and monitoring				
Prescribed fires and gyro mulching	-	-	46,050	0%
Ecologist	-	-	57,980	0%
Total lake wetland & upland monitoring	<u>-</u>	<u>-</u>	<u>104,030</u>	0%
Roadway services				
Roadway repairs and maintenance	6,950	6,950	63,700	11%
Roadway resurfacing	-	-	400,000	0%
Bridge repairs and maintenance	-	-	50,000	0%
Total roadway services	<u>6,950</u>	<u>6,950</u>	<u>513,700</u>	1%
Stormwater management				
Operations	-	-	17,250	0%
Pond aeration	-	4,825	30,000	16%
Electricity - lift stations	582	615	600	103%
Stormwater system repairs	5,750	5,750	18,000	32%
Total stormwater management	<u>6,332</u>	<u>11,190</u>	<u>65,850</u>	17%
Other charges				
Tax collector	5,252	9,384	13,975	67%
Total other charges	<u>5,252</u>	<u>9,384</u>	<u>13,975</u>	67%
Total expenditures	<u>38,983</u>	<u>79,664</u>	<u>971,801</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	223,625	400,032	(300,000)	
Fund balances - beginning	<u>1,861,410</u>	<u>1,685,003</u>	<u>1,511,302</u>	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	100,000	100,000	100,000	
Road projects	150,000	150,000	150,000	
Storm system upgrades	50,000	50,000	50,000	
Assigned				
3 months working capital	248,575	248,575	248,575	
Unassigned	1,286,460	1,286,460	412,727	
Fund balances - ending	<u><u>\$2,085,035</u></u>	<u><u>\$2,085,035</u></u>	<u><u>\$1,211,302</u></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 DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 168,321	\$ 300,769	\$ 430,016	70%
Special assessment - direct bill	360	360	-	N/A
Interest	2	8	-	N/A
Assessment prepayments	12,600	12,600	-	N/A
Total revenues	<u>181,283</u>	<u>313,737</u>	<u>430,016</u>	73%
Debt service				
Principal	-	215,000	215,000	100%
Principal prepayment	-	10,000	-	N/A
Interest	-	91,763	177,881	52%
Total debt service	<u>-</u>	<u>316,763</u>	<u>392,881</u>	81%
Other charges				
Tax collector	<u>3,365</u>	<u>6,014</u>	<u>8,959</u>	67%
Total other charges	<u>3,365</u>	<u>6,014</u>	<u>8,959</u>	67%
Total expenditures	<u>3,365</u>	<u>322,777</u>	<u>401,840</u>	80%
Excess/(deficiency) of revenues over/(under) expenditures	177,918	(9,040)	28,176	
Fund balance - beginning	<u>356,837</u>	<u>543,795</u>	<u>573,429</u>	
Fund balance - ending	<u><u>\$ 534,755</u></u>	<u><u>\$ 534,755</u></u>	<u><u>\$ 601,605</u></u>	

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

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2021	215,000.00	5.250%	92,912.50	307,912.50
05/01/2022	-	-	87,268.75	87,268.75
11/01/2022	225,000.00	5.250%	87,268.75	312,268.75
05/01/2023	-	-	81,362.50	81,362.50
11/01/2023	235,000.00	5.750%	81,362.50	316,362.50
05/01/2024	-	-	74,606.25	74,606.25
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	\$ 3,270,000.00		\$ 1,177,100.00	\$ 4,447,100.00

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF STORMWATER COMPLIANCE MONIES
DECEMBER 31, 2021**

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
REVENUE CERTIFICATES RECEIVABLE**

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
					232,615.41	
3/23/2006	TURTLE COVE CIR, 209	215.69	826.32	1,042.01		7951
	SALAMANDER TRL, 1401-1407	813.20	2,915.47	3,728.67		7984
	SALAMANDER TRL, 1409-1415	813.20	2,915.47	3,728.67		7985
	SALAMANDER TRL, 1417-1423	813.20	2,915.47	3,728.67		7986
	SALAMANDER TRL, 1400-1406	813.20	2,915.47	3,728.67		8962
	SALAMANDER TRL, 1408-1414	813.20	2,915.47	3,728.67		8963
	SALAMANDER TRL, 1416-1422	813.20	2,915.47	3,728.67		8964
	MATCH PT LN, 1506-10 12-16 13-15	1,900.30	7,090.55	8,990.85	200,210.54	8968
5/15/2006	WILD HERON WAY, 823	217.00		217.00		8072
	WILD HERON WAY, 1436	68.20	311.36	379.56	199,613.98	8084
8/3/2006	TURTLE COVE, 300	647.06	894.25	1,541.31	198,072.67	8097
9/13/2006	BAYFLOWER , 1619 LOT B1-10	313.10	1,146.38	1,459.48	196,613.19	8276
7/30/2007	MARSH RABBIT RUN, 22105	294.50	976.54	1,271.04		8431
	GREEN TURTLE LN, 3306	464.48	962.39	1,426.87		8535
	SALAMANDER TR, 1518 1532	616.90	2,137.07	2,753.97		8570
	SALAMANDER TR, 1562 60 64 70	778.10	2,589.96	3,368.06	187,793.25	8595
1/9/2012	SALAMANDER TR, 1516	226.30	835.02	1,061.32		10138
	SALAMANDER TR, 1530	179.80	622.72	802.52		10139
	SALAMANDER TR, 1534	179.80	622.72	802.52	185,126.89	10140
2/17/2012	LOST COVE, 1721	179.80	622.72	802.52		10249
6/29/2012	SHARKSTOOTH TRL, LOT AV-9	226.30	835.02	1,061.32	183,263.05	10364
7/16/2012	SALAMANDER TRL, 1522	226.30	835.02	1,061.32		10374
	SALAMANDER TRL, 1546	226.30	835.02	1,061.32		10375
	SALAMANDER TRL, 1566	226.30	835.02	1,061.32		10376
7/23/2012	PROSPECT PROMENADE, 1206	226.30	835.02	1,061.32	179,017.79	10381
12/18/2012	LITTLE HAWK DR, 1515	182.90	636.88	819.78		10509
12/20/2012	LOST COVE LN, 1608	260.40	905.78	1,166.18		10511
1/28/2013	SALAMANDER TRL, 1335	170.50	580.27	750.77		10536
2/4/2013	SALAMANDER TRL, 1501	143.79	498.06	641.85		10541
2/4/2013	SKIMMER CT, 1702	176.02	645.21	821.23		10542
2/4/2013	SKIMMER CT, 1710	143.79	498.06	641.85		10544
2/11/2013	SKIMMER CT, 1715	195.30	693.49	888.79		10551
2/11/2013	SALAMANDER TRL, 1116	170.50	580.27	750.77		10552
2/11/2013	SALAMANDER TRL, 1503	170.50	580.27	750.77		10553
2/25/2013	SKIMMER CT, 1709	210.80	764.25	975.05	171,785.83	10559
3/20/2013	SKIMMER CT, 1711	195.30	693.49	888.79		10598
4/22/2013	SKIMMER CT, 1713	155.00	509.50	664.50		10644
5/15/2013	WILD HERON, LOT A1-34	347.20	1,245.45	1,592.65	167,664.85	10669
7/23/2013	SKIMMER CT, 1704	155.00	509.50	664.50	167,000.35	10717
4/4/2014	SHARKSTOOTH TRL, 1602	300.70	1,004.85	1,305.55		10874
	MEADOWLARK WAY, 1603	260.40	905.78	1,166.18		10875
	SKIMMER CT. 1071	186.00	651.03	837.03		10879
	DUNE LAKE TRL, 1523	210.80	764.25	975.05		10969
	SKIMMER CT, 1706	195.30	693.49	888.79		11071
	SMIMMER CT, 1703	155.00	509.50	664.50		11072
	TURTLEBACK TRL, 1416	155.00	509.50	664.50		11073
	LITTLE HAWK DR, 1505	210.80	764.25	975.05		11080

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
REVENUE CERTIFICATES RECEIVABLE**

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
	SKIMMER CT, 1707	195.30	693.49	888.79	158,634.93	11082
6/3/2014	LITTLE HAWK LN, 1511	179.80	622.72	802.52		11095
	SHARKS TOOTH TRL, 1601	195.30	693.49	888.79		11134
	SKIMMER CT, 1705	155.00	509.50	664.50	156,279.12	11135
8/5/2014	LOST COVE LN, 1723	195.30	693.49	888.79		11189
	LOST COVE LN, 1732	204.60	735.95	940.55	154,449.79	11223
10/24/2014	LITTLE HAWK LN, 1501	204.60	735.95	940.55		11259
	EGRET LN, 1408	204.60	735.95	940.55		11260
	MEADOWLARK WAY, 1618	266.60	905.78	1,172.38		11277
	LITTLE HAWK LBM 1507	195.31	693.49	888.80		11304
	TURTLE BACK TRL, 22703	285.20	1,019.00	1,304.20		11315
	W WATEROAK BEND, 1214	241.80	905.78	1,147.58		11362
	SALAMANDER TRL, 1520	229.40	849.17	1,078.57	146,977.18	11370
2/12/2015	LITTLE HAWK LN, 1512	210.80	764.25	975.05		11422
	EGRET CT, 1406	210.80	764.25	975.05	145,027.08	11423
6/15/2015	FOX GLEN TRACE, 22207	241.80	905.78	1,147.58		11584
	LITTLE HAWK LN, 1503	235.60	877.47	1,113.07		11587
	LITTLE HAWK LN, 1509	285.20	1,103.92	1,389.12		11622
	SALAMANDER TRL, 1301	155.00	509.50	664.50		11632
	SKIMMER CT, 1708	176.70	608.57	785.27		11666
	SHARKS TOOTH TRL, 1607	193.38	724.45	917.82	139,009.73	11696
03/23/16	CITY OF PANAMA CITY	0.00	0.00	865.60	138,144.13	11698
05/30/16	CITY OF PANAMA CITY	0.00	0.00	743.49	137,400.64	
06/24/16	CITY OF PANAMA CITY	0.00	0.00	52,013.10	85,387.54	
07/28/16				1,438.72	83,948.82	
10/28/16				448.66	83,500.16	
02/28/17	CITY OF PANAMA CITY	0.00	0.00	1,643.59	81,856.57	
08/17/17	CITY OF PANAMA CITY	0.00	0.00	2,779.80	79,076.77	
01/24/18	CITY OF PANAMA CITY	0.00	0.00	3,818.94	75,257.83	
03/07/18	CITY OF PANAMA CITY	0.00	0.00	519.35	74,738.48	
05/30/18	CITY OF PANAMA CITY	0.00	0.00	2,473.61	72,264.87	
07/26/18	CITY OF PANAMA CITY	0.00	0.00	876.64	71,388.23	
03/04/19	WILD HERON WAY, 721	252.65	785.48	1,038.13	70,350.10	
	WILD HERON WAY, 717	249.55	884.55	1,134.10	69,216.00	
	WILD HERON WAY, 709	249.55	884.55	1,134.10	68,081.90	
	LOST COVE LN, 1616	98.95		98.95	67,982.95	
	TURTLE COVE CIR, 313	143.79	430.14	573.93	67,409.02	
	TURTLE COVE CIR, 304	39.46	352.87	392.32	67,016.69	
	WILD HERON WAY, 724	172.61	1,180.55	1,353.16	65,663.53	
	WILD HERON WAY, 728	172.61	1,180.55	1,353.16	64,310.37	
	WILD HERON WAY, 732	172.61	1,180.55	1,353.16	62,957.21	
05/15/19	LOST COVE LN, 1604	33.07		33.07	62,924.13	
	LOST COVE LN, 1612	174.06	1,037.85	1,211.91	61,712.22	
08/29/19	CITY OF PANAMA CITY	0.00	0.00	3,433.48	58,278.74	
04/23/20	CITY OF PANAMA CITY	0.00	0.00	6,445.02	51,833.72	
08/07/20	CITY OF PANAMA CITY	0.00	0.00	5,858.60	45,975.12	
11/19/20	CITY OF PANAMA CITY	0.00	0.00	66.17	45,908.95	
02/10/21	CITY OF PANAMA CITY	0.00	0.00	3,941.78	41,967.17	

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
REVENUE CERTIFICATES RECEIVABLE**

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
04/05/21	CITY OF PANAMA CITY	0.00	0.00	5,709.60	36,257.57	
08/01/21	CITY OF PANAMA CITY	0.00	0.00	8,293.75	27,963.82	
10/17/21	CITY OF PANAMA CITY	0.00	0.00	10,411.99	17,551.83	

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

18A

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 November 1, 2021, at 3:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

Present and constituting a quorum were:

David Dean	Chair
Thomas Balduf	Vice Chair
Calvin "Bucky" Starlin	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Tom Kerrins	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 3:03 p.m., Central Time. Supervisors Dean, Balduf and Starlin were present in person. Supervisors Holt and Robinson were not present.

Ms. Cerbone stated today's meeting would be very brief and it would be continued to next Monday. The responses to the Request for Proposals (RFP) for road resurfacing are due in the morning and Staff, including Ms. Womack and Mr. Carroll, would present the RFP responses and make recommendations at the continued meeting.

SECOND ORDER OF BUSINESS

Public Comment

There were no public comments.

THIRD ORDER OF BUSINESS

Updates

Ms. Cerbone recalled that at the last meeting it was agreed that, whenever a CDD meeting has been skipped and because one is not scheduled every month, District Staff, primarily Ms. Womack, emails updates to the Board. If there is anything specific that should be

39 addressed that may not fit under the topics in Items A through F, Ms. Cerbone urged the Board
40 Members to email her and Ms. Womack.

- 41 **A. Ponds (DEP Site Visit)**
- 42 **B. Aerators**
- 43 **C. Tree Pruning (DEP Feedback)**
- 44 **D. Lank Bank Erosion**
- 45 **E. Hole at S.W. Corner of 1st Bridge**
- 46 **F. Other**

47

48 **FOURTH ORDER OF BUSINESS**

Update: Request for Proposals (RFP) for Road Resurfacing

49

50

51 Ms. Cerbone reported the following:

52 ➤ County officials recently questioned whether Wild Heron Way is a private road, in
53 relation to the County updating its GIS systems.

54 ➤ She coordinated with Mr. Burke, who contacted the County Attorney who subsequently
55 confirmed that Wild Heron Way is a public road owned by the CDD.

56 ➤ Upon further research, it was discovered that the spine roads within the community are
57 also public roads. Staff would ask the County to update the GIS records for Wild Heron Way
58 and the spine roads.

59 ➤ Regarding the RFP for road resurfacing, Staff arranged for 30 days to expire between the
60 time the RFP was noticed and the time that bids should be submitted.

61 ➤ The bid opening would occur on the morning of November 8th and Mr. Burke would
62 present the results, along with his recommendations, at the 3:30 p.m. continued meeting.

63 Discussion ensued regarding private roadways, road ownership and streetlights. Mr.
64 Dean stated documents show that the POA is responsible for the lights throughout the
65 community. Ms. Sanchez would forward communications between District Counsel and the
66 County Attorney to Ms. Diane Allewelt, the POA Community Associations Manager, and copy
67 Mr. Balduf.

68

69 **FIFTH ORDER OF BUSINESS**

Update: Drainage Concerns

70

71 **A. 22300 Arrowhead Terrace (Bricken)**

72 **B. 22703 Turtleback Court (Duggan)**

73 C. 22120 Marsh Rabbit Run (Daws)

74 Ms. Cerbone stated Ms. Womack or Mr. Carroll would provide an update on the
75 drainage concerns at the next meeting.

76

77 SIXTH ORDER OF BUSINESS

Update: Row Encroachment – 720 Wild
78 Heron Way (Thomas)

79

80 Ms. Cerbone stated that the final work was completed. There was an issue with the
81 contractor’s approach to the work, which Mr. Carroll would speak about at the next meeting.

82

83 SEVENTH ORDER OF BUSINESS

Continued Discussion: Updated Post
84 Orders

85

86 Ms. Cerbone stated no work has been done on the Post Orders. Mr. Burke would
87 provide an update at the next meeting.

88

89 EIGHTH ORDER OF BUSINESS

Consideration of Break-N-Ground, LLC,
90 Proposal for Replacement of Bridge Boards
91 on Wild Heron Way (Option A and Option
92 B)

93

94 Ms. Cerbone presented the Break-N-Ground, LLC, Proposal for Replacement of Bridge
95 Boards on Wild Heron Way, which outlines the two options that could be used.

96 This item would be considered at the next meeting.

97

98 NINTH ORDER OF BUSINESS

Update: Stormwater System – Status of
99 Clean-Out Services and Contractor to Cut
100 Pond Boxes to Control Pond Levels

101

102 Ms. Cerbone stated that an update would be given at the next meeting.

103

104 TENTH ORDER OF BUSINESS

Update: Stormwater Reporting
105 Requirements

106

107 Ms. Cerbone reported the following:

- 108 ➤ Mr. Carroll would be asked to discuss the 20-Year Stormwater Needs Analysis Report
- 109 now required by the State and provide a proposal to prepare the Report, which is due by June
- 110 30, 2022 and every five years thereafter.

111 ➤ The Report would encompass planning, what precautions are in place and the costs.

112 ➤ Most engineering firms that Management works with plan to commence work on the
113 Report in January.

114
115 **ELEVENTH ORDER OF BUSINESS** **Informational Item: McNeil Carroll**
116 **Engineering, Inc., Work Authorization**
117 **Indicating Lump Sum Payment for Services**
118 **Described in Notice**
119

120 Ms. Cerbone stated Mr. Carroll hinted that he would like to enter into business
121 arrangement with the CDD, similar to District Counsel, with a monthly flat fee billing. Mr.
122 Roberts would present a work authorization at the next meeting.

123
124 **TWELFTH ORDER OF BUSINESS** **Continued Discussion: Tree Removal Policy**
125

126 Ms. Cerbone stated the Tree Removal Policy would be addressed at the next meeting.
127 Ms. Womack and Mr. Burke submitted their feedback on whether changes should be made to
128 the Landscape Agreement between the CDD and the POA to clarify tree removal.

129 Discussion ensued regarding the Landscape Agreement. Mr. Dean gave an update on a
130 recent Florida Fish and Wildlife Conservation Commission (FWC) analysis in the community. A
131 FFW representative would present the findings and observations at the next meeting.

132
133 **THIRTEENTH ORDER OF BUSINESS** **Update: Survey Review – Drainage Cut**
134 **Design**
135

136 This item was not addressed.

137
138 **FOURTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
139 **Statements as of September 30, 2021**
140

141 This item was not addressed.

142
143 **FIFTEENTH ORDER OF BUSINESS** **Approval of Minutes**
144

145 **A. August 30, 2021 Public Hearings and Regular Meeting**

146 **B. September 2, 2021 Continued Public Hearings and Regular Meeting**

147 This item was not addressed.

148

149 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

150

151 **A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC***

152 There was no report.

153 **B. District Counsel: *Burke Blue***

154 There was no report.

155 **C. District Engineer: *McNeil Carroll Engineering, Inc.***

156 There was no report.

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

158 • **UPCOMING MEETINGS**

159 I. **November 8, 2021 at 3:00 P.M. (Central Time) [Continued Meeting]**

160 II. **December 6, 2021 at 3:00 P.M. (Central Time) [Regular Meeting]**

161 ○ **QUORUM CHECK**

162 The next meeting will be held on November 8, 2021 at 3:00 p.m., Central Time.

163

164 **SEVENTEENTH ORDER OF BUSINESS**

Board Member Comments

165

166 There were no Board Members comments.

167

168 **EIGHTEENTH ORDER OF BUSINESS**

Public Comments

169

170 There were no public comments

171

172 **NINETEENTH ORDER OF BUSINESS**

Action Item Recap

173

174 Mr. Derek Fogel, of the FWC, would present his findings at the November 8th meeting.

175

176 **TWENTIETH ORDER OF BUSINESS**

Adjournment

177

178 There being nothing further to discuss, the meeting recessed.

179

180

181

182

On MOTION by Mr. Balduf and seconded by Mr. Starlin, with all in favor, the meeting recessed and was continued to November 8, 2021 at 3:30 p.m., Central Time.

183
184
185
186
187
188

Secretary/Assistant Secretary

Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

18B

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 Continued Regular Meeting on November 8, 2021, at 3:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

Present and constituting a quorum were:

David Dean	Chair
Thomas Balduf	Vice Chair
Calvin "Bucky" Starlin (via telephone)	Assistant Secretary
David Holt	Assistant Secretary
Jerry Robinson	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Nick Caruso	Burke Blue
Robert Carroll	District Engineer
Bethany Womack	Ecologist/ District Operations Manager
Derek Fogel	Florida Fish & Wildlife Conservation Commission (FWC)
Diane Allewelt	POA Community Associations Manager
Chris Stumpf	Resident/POA
Chris Fisher	Resident/POA
Eddie Levick	Resident/POA
David Fleet	Resident
Tom Kerrins	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the Continued Meeting to order at 3:09 p.m., Central Time.

Supervisors Dean, Balduf, Holt and Robinson were present, in person. Supervisor Starlin was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comment

42 There were no public comments.

43

44 **THIRD ORDER OF BUSINESS**

Updates

45

46 Ms. Cerbone recalled previous discussions about having a very detailed agenda to
47 remind Staff and the Board of the items for which updates would be given at every meeting.

48 **A. Ponds**

49 Ms. Womack distributed copies and stated that the Department of Environmental
50 Protection (DEP) Inspection Report was received last Friday and the ponds are in compliance,
51 from a regulatory standpoint.

52 Ms. Cerbone stated Staff voluntarily contacted the DEP because of a concern that the
53 area adjacent to the ponds might not be in compliance. She asked if all ponds in all applicable
54 areas of interest to the DEP were reviewed. Ms. Womack confirmed that all the ponds and
55 littorals were inspected and were in compliance. Mr. Robinson asked about an erosion issue in
56 one of the ponds. Ms. Womack stated that the Salamander Trail pond lacked ground cover but
57 the issue was corrected. The Board and Staff discussed the DEP Inspection Report findings.

58 **B. Aerators**

59 Ms. Womack reported the following:

60 ➤ The aerators are in place and awaiting power; Gulf Power indicated that power would
61 be delivered to all ponds, except for one, by the end of the week.

62 ➤ The first quarterly report from Lake Doctors was received on Friday.

63 ➤ The report notes that most of the ponds are satisfactory and made recommendations
64 for the few ponds that require treatment. A proposal to make the repairs was submitted.

65 ➤ The proposal was executed and the ponds would be treated next week.

66 ➤ Lake Doctors would submit a report every quarter.

67 Ms. Womack responded to questions regarding alligator weed, invasives, spraying the
68 ponds to control weed growth, fertilizers and removing water lily pads in the ponds.

69 **C. Trees Pruning (DEP Feedback)**

70 This item was addressed during item 3E.

71 **D. Lank Bank Erosion**

72 This item was addressed during item 3A.

73 **E. Hole at S.W. Corner of 1st Bridge**

74 Ms. Womack stated the bridge repairs were completed. There was another washout at
75 the wooden bridge on Turtleback Road; it was a steep slope. Staff would investigate how best
76 to repair the bridge.

77 Regarding tree pruning, Ms. Womack stated, although no feedback was provided in the
78 inspection report, there were no objections to hand pruning vegetation when it starts choking
79 the emergent. Staff identified the boundary of the conservation easement area so that DEP can
80 continue its site inspections.

81 **F. Other**

82 Discussion ensued regarding solutions for controlling the wild boars in the area, fence
83 installation, trapping and engaging a contractor.

84

85 **FOURTH ORDER OF BUSINESS**

**Update: Request for Proposals (RFP) for
Road Resurfacing**

86

87

88 Mr. Holt provided the following update on events in Developments north of the CDD:

89 ➤ One month ago, he and Mr. Mike Hansen went out the back gate, past Origins near the
90 Publix construction site, and, according to Mr. Hansen, the Developers will pave Water Sound
91 Parkway, the road around Origins, which will combine Wild Heron and possibly reach the CDD.

92 ➤ The new roadway would provide faster access to Publix and only certain people would
93 be able to come back into the community because the area is being sodded.

94 ➤ Currently, only those with golf course memberships would be able to re-enter the
95 community. Mr. Hansen is looking at creating a way to re-enter without taking the highway.

96 As to what residents need to gain access, Mr. Hansen discussed the following:

97 ➤ They want to have golf course access for St. Joe golf members to drive their golf carts
98 from Origins into The Club.

99 ➤ They can use the golf carts for 15 months until asphalt is installed on the roadway.

100 ➤ Mr. Holt suggested the Board consider paving from Wild Heron Way to the gates with
101 proceeds from a future bond refinancing and coordinate with St. Joe to expand the
102 neighborhood.

103 Conversation ensued regarding the current roadway condition, the section between
104 Highway 98 to Covington Bridge and cost-savings from the bond refinance. The CDD's options,
105 bidding process, partnering with St. Joe to pave Wild Heron Road, private and public roads, tax
106 exempt bonds, updating the GIS systems and maintenance responsibilities, were discussed.

107 The Board consensus was to engage with St. Joe regarding repaving a roadway. Staff
108 was directed to commence the RFP process ahead of the March meeting.

109 **▪ Ponds – Cogongrass report**

110 **This item was an addition to the agenda.**

111 Mr. Rupp introduced Mr. Derek Fogel, a Biologist with the FWC and expert on invasive
112 plant management. He was invited to the meeting to enlighten the Board about cogongrass.

113 Mr. Fogel reported the following:

114 ➤ Cogongrass is one of the top ten weeds in the world and has been taking over ecological
115 communities. Links were provided for the Board to conduct further research on cogongrass.

116 ➤ Cogongrass shades out good vegetation, is a fire hazard and is difficult to destroy.

117 ➤ The FWC suggests two conservation area treatments per year, once in the fall and once
118 in the spring.

119 ➤ One of the herbicides used has a soil residual factor that lasts six months.

120 Mr. Fogel responded to questions regarding inspection of the property, spraying
121 affected areas, mowing, herbicide treatments, alligator weed, tree preservation and replanting
122 affecting areas.

123 Ms. Cerbone asked if Lake Doctors is taking action to address the issue as described by
124 Mr. Fogel. Ms. Womack replied "Related to the ponds, yes. Related to other areas mentioned,
125 no; however, a treatment plan would be developed for those areas."
126

127 **FIFTH ORDER OF BUSINESS**

Update: Drainage Concerns

128

129 **A. 22300 Arrowhead Terrace (Bricken)**

130 Mr. Carroll stated excavation was completed. Ms. Womack stated Staff, Mr. Dean, Mr.
131 Holt and Mr. Bricken met at on site and agreed that additional grading and contouring work is
132 needed to get the water to flow better from the box. Ms. Womack would obtain a proposal.

133 **B. 22703 Turtleback Court (Duggan)**

134 **C. 22120 Marsh Rabbit Run (Daws)**

135 Mr. Carroll stated surveys are pending for these. Dewberry is preparing quotes and
136 would be engaged to make the repairs.

137 Discussion ensued regarding the stormwater management system, a flooding issue near
138 the Phillips Pond on Wild Heron Way that needs to be resolved, the swale and the drainage
139 impact on new construction.

140

141 **SIXTH ORDER OF BUSINESS****Update: ROW Encroachment – 720 Wild
Heron Way (Thomas)**

142

143

144 Ms. Womack reported the following:

145 ➤ Work on 720 Wild Heron Way was still in progress.

146 ➤ She asked for the area to be graded and sodded.

147 ➤ A fence and landscaping are being installed and the property is looking better.

148 ➤ A steel grate in the isolated wetland area was observed and she questioned the
149 landowner about it to make sure that there is no drainage associated with the roadway.

150 ➤ An update would be provided at the next meeting.

151

152 **SEVENTH ORDER OF BUSINESS****Continued Discussion: Updated Post
Orders**

153

154

155 Mr. Cerbone stated after several discussions with residents, Board Members, the POA
156 and the County regarding Wild Heron Way being public, Staff placed a hold on developing the
157 Post Orders to make sure that the road is public and they are currently certain that it is.

158 Mr. Burke reported the following:

159 ➤ The CDD has some risk if certain changes are not made to the Post Orders.

160 ➤ In some instances, this item could be handled by having discussions with the individuals
161 administering the Post Orders and not making changes to the written document itself but that
162 is not the case in this instance, as it will have to be a little more explicit.

163 ➤ The words that are most troubling are the ones that make the contractors stay outside
164 of the gate for the time that the POA allows them to work.

165 ➤ The changes that will be suggested to the POA could be met with some resistance.

166 ➤ Mr. Burke recommended authorizing him to make changes to the Post Orders.
 167 Asked what specific changes would be made, Mr. Burke stated not permitting any
 168 contractors to enter the gate prior to 7:00 a.m., and a shorter wait time at the gates.
 169 Discussion ensued regarding fining violators, streamlining identification checks, fobs,
 170 cameras and not denying accessing to the property.

171
 172 **EIGHTH ORDER OF BUSINESS** **Consideration of Break-N-Ground, LLC**
 173 **Proposal for Replacement of Bridge Boards**
 174 **on Wild Heron Way (Option A and Option**
 175 **B)**
 176

177 Ms. Womack presented the Break-N-Ground, LLC Proposal for Replacement of Bridge
 178 Boards on Wild Heron Way and discussed Option A and Option B.

179
 180 **On MOTION by Mr. Dean and seconded by Mr. Balduf, with all in favor, the**
 181 **Break-N-Ground Option B proposal, in the amount of \$11,325, was approved.**

182
 183
 184 **NINTH ORDER OF BUSINESS** **Update: Stormwater System – Status of**
 185 **Clean-Out Services and Contractor to Cut**
 186 **Pond Boxes to Control Pond Levels**
 187

188 Ms. Womack reported the following:
 189 ➤ The contractor would be on site in the next week or so.
 190 ➤ She believed the majority of the lines were cleaned and clear.
 191 ➤ A suggestion was made to video all the lines, identify the locations of the problems and
 192 present a proposal for the specific areas.
 193 ➤ A video of the culvert systems for the main road would cost \$5,000.
 194 ➤ The majority of the pipes in the ponds were acceptable.
 195 ➤ Another proposal would be obtained from Mr. Mike Churchwell.

196
 197 **TENTH ORDER OF BUSINESS** **Update: Stormwater Reporting**
 198 **Requirements**
 199

200 Mr. Carroll reported the following:

201 ➤ New legislation requires CDDs to prepare and submit a Stormwater Needs Analysis
202 Report, which is due by June 30, 2022 and every five years thereafter.

203 ➤ The data is on file and Staff would prepare the report.

204 ➤ A draft would be presented at the April 2022 meeting.

205

206 **ELEVENTH ORDER OF BUSINESS**

**Informational Item: McNeil Carroll
Engineering, Inc., Work Authorization
Indicating Lump Sum Payment for Services
Described in Notice**

207

208

209

210

211 Ms. Cerbone presented the McNeil Carroll Engineering, Inc., Work Authorization.

212

213 **On MOTION by Mr. Balduf and seconded by Mr. Dean, with all in favor, the**
214 **McNeil Carroll Engineering, Inc., Work Authorization Indicating Lump Sum**
215 **Payment for Services Described in Notice, was approved.**

216

217

218 **TWELFTH ORDER OF BUSINESS**

Continued Discussion: Tree Removal Policy

219

220 Ms. Cerbone stated it was determined at the last meeting that a tree removal policy was
221 not needed and Staff should review the Landscape Agreement between the CDD and the POA.

222 Ms. Cerbone reviewed the Agreement and submitted her feedback to Ms. Womack and Mr.

223 Carroll. Ms. Womack would determine what next needs to be done, obtain Board approval and

224 transmit it to the POA for their review. Anytime there is a life, health or safety issue caused by a

225 tree, the tree should be removed immediately.

226

227 **THIRTEENTH ORDER OF BUSINESS**

**Update: Survey Review – Drainage Cut
Design**

228

229

230 This item was previously discussed.

231

232 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2021**

233

234

235 Ms. Cerbone presented the Unaudited Financial Statements as of September 30, 2021

236

237 **On MOTION by Mr. Robinson and seconded by Mr. Balduf, with all in favor, the**
238 **Unaudited Financial Statements as of September 30, 2021, were accepted.**

241 **FIFTEENTH ORDER OF BUSINESS**

Approval of Minutes

242 Ms. Cerbone presented the following meeting minutes:

244 **A. August 30, 2021 Public Hearings and Regular Meeting**245 **B. September 2, 2021 Continued Public Hearings and Regular Meeting**

246 Mr. Dean would forward his edit to management.

247
248 **On MOTION by Mr. Balduf and seconded by Mr. Robinson, with all in favor, the**
249 **August 30, 2021 Public Hearings and Regular Meeting Minutes, as presented,**
250 **and the September 2, 2021 Continued Public Hearings and Regular Meeting**
251 **Minutes, as amended, were approved.**

254 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

256 **A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC***

257 Ms. Womack stated the annual water quality and sediment testing would be scheduled
258 on Tuesday.

259 **B. District Counsel: *Burke Blue***

260 There was nothing further to report.

261 **C. District Engineer: *McNeil Carroll Engineering, Inc.***

262 Mr. Carroll stated the drain at the pool was inspected and is at a steady flow.

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

264 Ms. Cerbone stated that she was contacted by the POA regarding a lease agreement for
265 drop down coverings and asked the Board if it was amenable. The Board was in favor. The POA
266 asked if the CDD would be amenable to constructing an additional bathroom. Staff was directed
267 to obtain quotes.

268 **• UPCOMING MEETINGS**

269 **I. November 8, 2021 at 3:00 P.M. (Central Time) [Continued Meeting]**

270 **II. December 6, 2021 at 3:00 P.M. (Central Time) [Regular Meeting]**

271 ○ **QUORUM CHECK**

272 The next meeting will be held on December 6, 2021 at 3:00 p.m., Central Time.

273

274 **SEVENTEENTH ORDER OF BUSINESS** **Board Member Comments**

275

276 There were no Board Members comments.

277

278 **EIGHTEENTH ORDER OF BUSINESS** **Public Comments**

279

280 There were no public comments.

281

282 **NINETEENTH ORDER OF BUSINESS** **Action Item Recap**

283

- 284 ➤ Mr. Carroll to obtain bathroom construction costs.
- 285 ➤ Bridge work to commence in three to four weeks.
- 286 ➤ Wild boar issue to be discussed at the December meeting.
- 287 ➤ Second RFP would be prepared by the March meeting.
- 288 ➤ Ms. Cerbone to obtain timing of bond refinance for Fiscal Year 2022.
- 289 ➤ Ms. Womack to obtain the requirements from the County for road repairs from Highway
- 290 98 to Covington.
- 291 ➤ Mr. Carroll to provide a drainage update for Daws and Duggan.
- 292 ➤ Ms. Womack to present a treatment plan for other areas identified by Mr. Fogel.
- 293 ➤ Ms. Womack to present a quote to video the culverts.

294

295 **TWENTIETH ORDER OF BUSINESS** **Adjournment**

296

297 There being nothing further to discuss, the meeting adjourned.

298

299 **On MOTION by Mr. Balduf and seconded by Mr. Dean, with all in favor, the**
300 **meeting adjourned at 1:33 p.m., Central Time.**

301

302

303

304

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

305
306
307
308
309
310

Secretary/Assistant Secretary

Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

19D

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 4, 2021 CANCELED	Regular Meeting	3:00 P.M. (Central Time)
November 1, 2021	Regular Meeting	3:00 P.M. (Central Time)
November 8, 2021	Continued Regular Meeting	3:00 P.M. (Central Time)
December 6, 2021 CANCELED	Regular Meeting	3:00 P.M. (Central Time)
January 24, 2022	Regular Meeting	10:00 AM (Central Time)
March 7, 2022	Regular Meeting	3:00 P.M. (Central Time)
April 4, 2022	Regular Meeting	3:00 P.M. (Central Time)
May 2, 2022	Regular Meeting	3:00 P.M. (Central Time)
June 6, 2022	Regular Meeting	3:00 P.M. (Central Time)
August 1, 2022	Public Hearing & Regular Meeting	3:00 P.M. (Central Time)