

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

December 4, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Lake Powell Residential Golf Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

November 27, 2023

ATTENDEES:

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

Board of Supervisors

Lake Powell Residential Golf Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Powell Residential Golf Community Development District will hold a Regular Meeting on December 4, 2023 at 2:00 p.m. (Central Time), at Shark's Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, Florida 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion/Consideration: Brightview Landscape Services Proposal for Extra Work [Sprinkler Repairs and Turf Issues]
4. District Counsel: Discussion/Consideration/Update
 - A. Stormwater Facility Management Services Agreement (*CDD approved, awaiting POA approval*)
 - B. POA Maintenance Agreement (*CDD approved, awaiting POA approval*)
 - Landscape Standards
 - C. Possible Land Swap with the POA for Gate Installation at Wild Heron Way and Pinfish
5. District Ecologist: Discussion/Consideration/Update
 - A. The Lake Doctors, Inc. October Inspection Report
 - B. Perimeter Fencing Behind the Courts
 - C. Request for Gate Access to Zone 22 by Adjacent Property Owner
 - D. Conservation Easement Swap Proposals
6. Authorization of Fraudulent Check Write-off
7. Discussion: St. Joe's Response Regarding Joint Meeting with Counsel

- 8. Acceptance of Unaudited Financial Statements as of October 31, 2023
- 9. Approval of October 2, 2023 Regular Meeting Minutes
- 10. 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: February 5, 2024 at 2:00 PM (Central Time) *First Baptist Church – Sunnyside, 21321 Panama City Beach Pkwy, Panama City Beach, FL 32413*

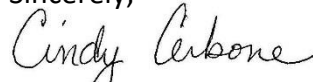
○ QUORUM CHECK

SEAT 1	DAVID HOLT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	DAVID DEAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	THOMAS BALDUF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JERRY ROBINSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANK SELF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 11. Board Member Comments
- 12. Public Comment
- 13. 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

Proposal for Extra Work at Wild Heron

Property Name	Wild Heron	Contact	Diane Allewelt
Property Address	1110 Prospect Promenade Panama City Beach, FL 32413	To Billing Address	Wild Heron POA 1110 Prospect Promenade Panama City Beach, FL 32413

Project Name Wild Heron - Irrigation Inspection Sept.

Project Description Irrigation Inspection

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total	
98 Entrance				Subtotal	\$135.42
2.00	EACH	REPLACE A NOZZLE - including labor - zone 3,4	\$7.75	\$15.50	
2.00	EACH	REPLACE 4" ROTOR - including labor - zone 8,9	\$59.96	\$119.92	
Battery Ops				Subtotal	\$584.32
3.00	EACH	REPLACE A NOZZLE - including labor - zone BO1,BO3	\$7.75	\$23.25	
1.00	EACH	RAISE/LOWER SPRINKLER HEAD FOR PROPER COVERAGE - including labor - zone BO4	\$18.56	\$18.56	
2.00	EACH	REPLACE 6" SPRAY - including labor - zone BO1	\$48.98	\$97.95	
2.00	EACH	REPLACE I25 ROTOR - including labor - zone BO6,BO7	\$132.34	\$264.68	
3.00	EACH	REPLACE 4" ROTOR - including labor - zone BO2,BO3	\$59.96	\$179.88	
Community Center				Subtotal	\$0.00
1.00	LUMP SUM	No Repairs Needed	\$0.00	\$0.00	
North of Roundabout				Subtotal	\$7.75
1.00	EACH	REPLACE A NOZZLE - including labor - zone 2	\$7.75	\$7.75	
Turtleback Trail				Subtotal	\$1,439.45
1.00	EACH	REPAIR MEDIUM LATERAL LINE - including labor - zone 1	\$124.66	\$124.66	
3.00	EACH	REPLACE A NOZZLE - including labor - zone 3,9,12	\$7.75	\$23.25	
8.00	EACH	REPLACE 6" SPRAY - including labor - zone 1,4,9	\$48.98	\$391.82	
1.00	EACH	REPLACE 12" SPRAY - including labor - zone 9	\$58.17	\$58.17	
3.00	EACH	REPLACE 4" ROTOR - including labor - zone 6,15	\$59.96	\$179.87	
5.00	EACH	REPLACE I25 ROTOR - including labor - zone 2,11,14	\$132.34	\$661.68	
Roundabout				Subtotal	\$4,648.33
10.00	EACH	REPLACE A NOZZLE - including labor - zone 1,4,14,18,19	\$7.75	\$77.49	
2.00	EACH	RAISE/LOWER SPRINKLER HEAD FOR PROPER COVERAGE - including labor - zone 8,13	\$18.56	\$37.11	
1.00	EACH	REPAIR DRIP - including labor - zone 17	\$24.68	\$24.68	

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
9986 State Hwy 20 W Bldg 100, Freeport, FL 32439 ph. (850) 280-7040 fax (850) 267-0216

Proposal for Extra Work at Wild Heron

1.00	EACH	REPLACE 6" SPRAY - including labor - zone 16	\$48.98	\$48.98
5.00	EACH	REPLACE 12" SPRAY - including labor - zone 1,2,10	\$58.18	\$290.88
17.00	EACH	REPLACE 4" ROTOR - including labor - zone 1,11,12,13	\$59.96	\$1,019.32
18.00	EACH	REPLACE I25 ROTOR - including labor - zone 5,6,7,8,11,12,13	\$132.34	\$2,382.06
1.00	EACH	REPLACE 2" VALVE - including labor - zone 11	\$767.81	\$767.81
Gate				Subtotal
				\$423.38
2.00	EACH	REPLACE A NOZZLE - including labor - zone 4,18	\$7.75	\$15.50
1.00	EACH	REPAIR DRIP - including labor - zone 3	\$24.68	\$24.68
3.00	EACH	REPLACE 6" SPRAY - including labor - zone 4,8	\$48.98	\$146.93
2.00	EACH	REPLACE 12" SPRAY - including labor - zone 7	\$58.18	\$116.35
2.00	EACH	REPLACE 4" ROTOR - including labor - zone 6,12	\$59.96	\$119.92

For internal use only

SO# 8241558
 JOB# 361700505
 Service Line 150

Total Price \$7,238.65

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 9986 State Hwy 20 W Bldg 100, Freeport, FL 32439 ph. (850) 280-7040 fax (850) 267-0216

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager	
Signature	Title
Diane Allewelt	September 27, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Marcus Garcia	September 27, 2023
Printed Name	Date

Job #:	361700505		
SO #:	8241558	Proposed Price:	\$7,238.65

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

5A



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

October 31, 2023

Lake Powell Residential 728274
Panama City Beach, FL.

Overall the ponds are looking good this month. A few of the ponds are very low on water. These low water levels have resulted in some weeds topping out on the surface. These weeds and algae are not typically an issue once the water levels have risen. There are a few ponds that could potentially use some attention, and I will note them below.

Marsh Rabbit Run: This pond still looks good, beneficial lemon bacopa around the edges.



Figure 1 Marsh Rabbit Run

Meadowlark Large Pond: The water level has dropped significantly. This has resulted in the chara that grows on the bottom of the pond topping out. Chara is a type of algae that is fine to have along the bottom of the pond. The pond just needs some rain. The chara can be treated if desired, but it is not necessary.



Figure 2 Meadowlark large pond



Figure 3 Meadowlark large pond

Meadowlark Small Pond: The water level is still very low, but the pond is looking good overall.



Figure 4 Meadowlark small pond

Marsh point: There is a small amount of aquatic weed and algae growth in this pond. It is not out of control, but it can certainly be treated.



Figure 5 Marsh Point

Sweetbay: The pond looks good. The grasses are thick, but the water is clean.



Figure 6 Sweetbay

Turtleback: The pond is looking great.



Figure 7 Turtle back

1520 Salamander Tr: The pond is nearly dry. It has a lot of bottom growth that would normally be under the water. It can be treated, but is not harmful once water levels rise.



Figure 8 1520 salamander

1576 Salamander Trail: The pond is highly planktonic resulting in a very green color. Planktonic algae can be treated just like any other algae.



Figure 9 1576 salamander

West Wateroak Bend: The pond looks great.



Figure 10 West wateroak,

East Wateroak Bend: The pond has a lot of lilies and good mitigation. It is looking good.



Figure 11 East Wateroak

Sawgrass Ct: The pond is perfect. There are no problems here.



Figure 12 Sawgrass Ct

Clubhouse: The pond looks good. There are a lot of pine needles in the pond, but this is not a problem.



Figure 13 Clubhouse

Lost Cove Lane: The pond is looking great.



Figure 14 Lost cove lane

Linkside: The lilies have spread prolifically in this pond. Lilies are native and provide great shade and filtration for the pond. They can be controlled for aesthetic reasons. I can add a treatment to restrict the lilies to the edges of the pond, or they can be left to grow.



Figure 15 Linkside

Dune Lake Trail: This pond looks great.



Figure 16 Dune lake trail

Most of the ponds are looking good this month, but some could really use some good rainfall. Linkside has had a lot of lily growth the past few months. Lilies are good for the pond, but I can always keep them under control for aesthetic reasons. The pond at 1576 Salamander Trail has had some planktonic algae growth. This growth gives the pond a bright green color. Planktonic algae can be controlled with a simple algae treatment. I suggest leaving the ponds that are low on water alone, because they should look fine once water levels have risen. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dylan Smith', with a long horizontal line extending to the right.

Dylan Smith, Aquatic Biologist

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2023**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2023**

	General Fund	Debt Service Fund Series 2012	Total Funds
ASSETS			
Operating accounts			
BB&T	\$ 156,492	\$ -	\$ 156,492
Wells Fargo - operating	234,276	-	234,276
Centennial Bank	259,155	-	259,155
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	122,890	-	122,890
FineMark - ICS	343,159	-	343,159
Investments			
Revenue	-	389,187	389,187
Reserve	-	219,431	219,431
Prepayment A	-	4,626	4,626
Due from governmental funds			
General fund	-	4,655	4,655
Due from other	9,850	-	9,850
Deposits	2,075	-	2,075
Total assets	<u>\$ 1,254,961</u>	<u>\$ 617,899</u>	<u>\$ 1,872,860</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable off-site	\$ 6,109	\$ -	\$ 6,109
Accounts payable on-site	81,916	-	81,916
Due to governmental funds			
Debt service	4,655	-	4,655
Total liabilities	<u>92,680</u>	<u>-</u>	<u>92,680</u>
Fund balances:			
Committed			
Disaster	150,000	-	150,000
Restricted for:			
Debt service	-	617,899	617,899
Assigned to:			
3 months working capital	221,899	-	221,899
Unassigned	790,382	-	790,382
Total fund balances	<u>1,162,281</u>	<u>617,899</u>	<u>1,780,180</u>
Total liabilities and fund balances	<u>\$ 1,254,961</u>	<u>\$ 617,899</u>	<u>\$ 1,872,860</u>

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ -	\$ 1,017,039	0%
Interest & miscellaneous	2,405	2,405	1,000	241%
Total revenues	<u>2,405</u>	<u>2,405</u>	<u>1,018,039</u>	0%
EXPENDITURES				
Administrative				
Supervisors	1,077	1,077	8,612	13%
Management	2,596	2,596	31,153	8%
Accounting	917	917	11,012	8%
Assessment roll prep	1,209	1,209	14,510	8%
Audit	-	-	7,800	0%
Legal	-	-	12,000	0%
Engineering	-	-	13,280	0%
Postage	10	10	1,775	1%
Telephone	87	87	1,050	8%
Meeting room rental	-	-	4,000	0%
Website maintenance	-	-	750	0%
ADA website compliance	-	-	210	0%
Insurance	7,765	7,765	8,182	95%
Printing and binding	125	125	1,500	8%
Legal advertising	-	-	2,500	0%
Other current charges	55	55	1,200	5%
Office supplies	-	-	500	0%
Special district annual fee	-	-	175	0%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	83	1,000	8%
Total administrative	<u>13,924</u>	<u>13,924</u>	<u>129,840</u>	11%

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Security				
Security management services	7,695	7,695	210,931	4%
Total security	<u>7,695</u>	<u>7,695</u>	<u>210,931</u>	4%
Lake wetland & upland monitoring				
Mitigation and monitoring				
Prescribed fires and gyro mulching	1,650	1,650	46,050	4%
Ecologist	-	-	57,980	0%
Signage	-	-	5,400	0%
Total lake wetland & upland monitoring	<u>1,650</u>	<u>1,650</u>	<u>109,430</u>	2%
Roadway services				
Road resurfacing	-	-	-	N/A
Bridge repairs and maintenance	-	-	50,000	0%
Roadway repairs and maintenance	-	-	50,000	0%
Roadway resurfacing 98 to guard house	-	-	325,000	0%
Road restriping, painting, other projects	13,295	13,295	30,000	44%
Total roadway services	<u>13,295</u>	<u>13,295</u>	<u>455,000</u>	3%
Stormwater management				
Operations	-	-	17,250	0%
Pond aeration	1,155	1,155	5,000	23%
Electricity - lift stations	-	-	900	0%
Stormwater system repairs	-	-	18,000	0%
Total stormwater management	<u>1,155</u>	<u>1,155</u>	<u>41,150</u>	3%
Other charges				
Feral swine removal	-	-	500	0%
Cost share-amenity area	-	-	50,000	0%
Tax collector	-	-	21,188	0%
Total other charges	<u>-</u>	<u>-</u>	<u>71,688</u>	0%
Total expenditures	<u>37,719</u>	<u>37,719</u>	<u>1,018,039</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	(35,314)	(35,314)	-	
Fund balances - beginning	<u>1,197,595</u>	<u>1,197,595</u>	<u>1,206,448</u>	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	25,000	25,000	25,000	
Road projects	100,000	100,000	100,000	
Storm system upgrades	50,000	50,000	50,000	
Assigned				
3 months working capital	260,646	260,646	260,646	
Unassigned	476,635	476,635	520,802	
Fund balances - ending	<u>\$1,162,281</u>	<u>\$1,162,281</u>	<u>\$1,206,448</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 OCTOBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 425,394	0%
Special assessment - direct bill	-	-	1,675	0%
Interest	2,470	2,470	-	N/A
Assessment prepayments	1,817	1,817	-	N/A
Total revenues	<u>4,287</u>	<u>4,287</u>	<u>427,069</u>	1%
Debt service				
Principal	-	-	230,000	0%
Interest	-	-	150,938	0%
Total debt service	<u>-</u>	<u>-</u>	<u>380,938</u>	0%
Other charges				
Tax collector	-	-	8,862	0%
Total other charges	<u>-</u>	<u>-</u>	<u>8,862</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>389,800</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	4,287	4,287	37,269	
Fund balance - beginning	613,612	613,612	589,271	
Fund balance - ending	<u>\$ 617,899</u>	<u>\$ 617,899</u>	<u>\$ 626,540</u>	

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

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2023	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	\$ 2,830,000.00		\$ 828,287.50	\$ 3,658,287.50

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF STORMWATER COMPLIANCE MONIES
OCTOBER 31, 2023**

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)	
30-Apr-22	(39,289)	
Invoice #60521/11	<u>(2,000)</u>	(61,774.00)
The Service House		
Invoice #60396	(291.69)	
Invoice #60397	<u>(291.69)</u>	(583.38)
Shark's Tooth Golf Club		
Invoice #60947	(3,180.00)	
Credit memo #63609	<u>908.46</u>	(2,271.54)
Interest income	848.51	
Bank charges	<u>(118.34)</u>	730.17
Remaining available monies		<u><u>\$ 127,063.74</u></u>

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Lake Powell Residential Golf Community Development District held a Regular Meeting on October 2, 2023 at 2:00 P.M. (Central Time), at Shark’s Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, Florida 32413.

Present were:

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

Also present were:

Jamie Sanchez	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Robert Carroll	District Engineer
Bethany Womack	Ecologist/District Operations Manager
Sherri Mallory	Resident/POA Treasurer

Residents present were:

Garry Fischer	Paul Levick	T. B. Patterson	Kenneth Black	Steven Undercoffer
Jennifer Ross	Terry Olson	Jim Henderson	Chris Brown	Patti Undercoffer
Kevin Dupont	Tom Kerins	Diane Allewelt	Kelly Fredrickson	

**DUE TO TECHNICAL DIFFICULTIES, THE AUDIO AT THE START
OF THE MEETING WAS NOT CAPTURED.**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments

TRANSCRIPTION FROM AUDIO COMMENCED

43 The following excerpts from the Memorandum from Andrew H. Cohen, Esquire, to the
44 Board regarding Public/Private Roadways and Gated Access, were read into the record by
45 resident Sherri Mallory, as follows:

46 “The District also has the power to plan, construct and maintain additional systems for
47 security, including but not limited to guardhouses, fences and gates, electronic intrusion tactic
48 systems.” Florida Statutes 190.012(2)(d).

49 “Bay County consented to the District’s use of special powers as allowed by Chapter 190
50 F.S. including: security, including, but not limited to guardhouses, fences and gates. The District
51 has a manned gatehouse.” Pages 3 and 4.

52 “Such opinion has been interpreted to allow gatehouses and restrictions which “control”
53 access but do not deny “access”.” Page 3 under “Public Roads.”

54 “If public access is causing safety issues such as cut through traffic or speeding, the District
55 can install traffic calming devices such as speed tables or other deterrents to enhance the safety
56 of the roadways.” Page 6.

57 Ms. Mallory voiced her opinion that there are no citations of case law authority set forth
58 in this opinion letter and the law is not clear; it is grey. She discussed the post orders that should
59 be included in the CDD and POA’s controls for safety and what she perceives as St. Joe’s
60 disrespect towards the POA’s private owners by using Wild Heron Way (WHW) as a shortcut to
61 access its construction site for the second golf course. Ms. Mallory stated it was recorded that
62 residents in St. Joe’s other communities would not allow that on their roadways. In her opinion,
63 the key issues are that there is no court precedent and Wild Heron presents a unique situation;
64 there is no public amenity or public destination; the public purpose is protection of Lake Powell.
65 She reiterated her belief that this is a safety matter and urged the CDD to evaluate its post orders
66 and to coordinate with the POA and St. Joe to settle the matter.

67 Resident Terry Olson voiced his agreement with Ms. Mallory’s comments that safety for
68 the community and doing what can be done legally to ensure that the CDD and POA control public
69 access is critical. He expressed his concerns about security, denying access, post orders, future
70 developments in the area and the back gate. He suggested entering into a cost-share Agreement
71 with St. Joe to fund CDD and POA needs and manage the back gate. He encouraged the Board to
72 approach this issue with a collaborative spirit and negotiate to maintain access control of the
73 back gate and prevent Wild Heron Way from becoming a public through fare.

74 Resident Tom Kerins voiced his opinion that the community would not exist without a golf
75 course and that the negotiation process the CDD, POA and St. Joe are using is not working so all
76 three entities must utilize a different process to work together to reach a consensus.

77 A Board Member asked where the letter referenced by Ms. Mallory came from. Mr. Burke
78 stated the letter was from Bond Counsel regarding the status of the bonds. In response to the
79 comment that Bond Counsel’s letter contains comments that distinctly counter a letter from the
80 CDD’s outside Counsel, Mr. Burke stated the letters are distinguishable. Ms. Cerbone stated Bond
81 Counsel’s letter is directly about the taxability or non-taxability of the bonds in relation to the
82 roads whereas outside Counsel’s comments focus on whether access can be restricted. She
83 suggested that Mr. Burke address the letter from outside Counsel and then address the letter
84 from Bond Counsel. The HOA previously sent an e-blast to all homeowners/residents in the
85 community, attaching today’s agenda, including outside Counsel’s letter.

86 Asked to comment on some of the points that Ms. Mallory broached, Mr. Burke explained
87 that Bond Counsel Peter Dame’s letter essentially states that the District and Wild Heron Way, in
88 particular, was funded by tax-exempt bonds. The Developer received a lower interest rate and
89 was not taxed, the bondholders purchased tax-exempt bonds in the amount of \$22 million. There
90 is a covenant between the CDD and the federal government through the IRS and with the
91 bondholders that essentially states, if the CDD takes advantage of tax-exempt bonds to construct
92 a road, it must agree to keep the road public, at least for the life of the bonds. Once the bonds
93 are satisfied, the roadway, particularly Wild Heron Way in this instance, could be changed to a
94 private road. If the CDD breaks the covenant and restricts access, it will cost the CDD millions of
95 dollars. Mr. Burke stated that is the distinction and Mr. Cohen states that Wild Heron Way is a
96 public road not only because the bonds were issued but it is also a public road because the CDD
97 is a public entity, similar to the City and the County. Regarding security measures, such as
98 guardhouses, fences and gates, incoming individuals can be stopped at the gate to obtain their
99 information but they cannot be denied access into the community and Wild Heron Way.

100 Discussion ensued regarding the legality of denying access to inebriated individuals or
101 those who do not produce identification, if Wild Heron Way is an arterial or collector road, if
102 restrictions can be placed on certain vehicles such as tractor trailers, camera footage,
103 documenting damages, golf course construction and a failure to communicate with St. Joe.

104

105 **THIRD ORDER OF BUSINESS**106 **Discussion: Memorandum on**
107 **Public/Private Roadways and Gated Access**

108 Ms. Sanchez recalled that, at the last meeting, the Board requested a second opinion
109 regarding the CDD's ability to restrict and deny access on public CDD roads and if a fence can be
110 installed to control access. Mr. Burke provided the following update:

111 ➤ He spoke with Mr. Joe Brown, the attorney for St. Joe, who convinced the Board to obtain
112 the second opinion from Mr. Cohen.

113 ➤ Mr. Brown suggested that the CDD, POA and St. Joe coordinate and resolve the issues,
114 with or without the assistance of a mediator, and reach an agreement that is beneficial to all.

115 ➤ The three entities could reach a consensus to construct an access point at the back gate
116 or the guardhouse could be funded by the POA and manned by someone who could be trusted
117 to grant or deny access.

118 ➤ Ultimately, Mr. Brown will make a decision for his client and the CDD will have to consider
119 any proposed agreement in a public forum.

120 Mr. Dean stated that the CDD and POA Boards are not anti-St. Joe but both have a
121 fiduciary duty to protect the interests of members of the community. He believes all three
122 entities must be in concurrence and it is a workable solution. He asked the following questions:

123 **Mr. Dean:** Is it true that the CDD can build/operate guardhouses, fences, gates, patrol
124 vehicles, towing etc., for the security and safety of members of the District?

125 **Mr. Burke:** In my legal opinion, yes.

126 **Mr. Dean:** Is it true that the CDD can adopt rules necessary for the District to enforce
127 certain deed restrictions, declarations, covenants, pertaining to the use and operations of real
128 property within the District?

129 **Mr. Burke:** That is granted in statute and I do not recall...that was after Wild Heron or
130 Lake Powell CDD was enacted and I am not certain that was a power that was granted. The
131 answer to that is that Community Development Districts can, if they are granted that authority.

132 **Mr. Dean:** Is it true that the CDD can do on non-CDD owned roads when there is an
133 agreement between the CDD and the POA?

134 **Mr. Burke:** To provide security?

135 **Ms. Cerbone:** Provide any type of service?

136 **Mr. Dean:** Anything.

137 **Ms. Cerbone:** You said “do the POA”, I am not sure what that means.

138 **Mr. Dean:** Chapter 190.1012(4)(a)(1) says....

139 **Mr. Burke:** You could enter into agreements with the POA....

140 **Mr. Dean:** You could enter into agreements with the POA and for service on non-CDD
141 roads?

142 **Mr. Burke:** We have done that with the security agreement and those types of things.

143 **Mr. Dean:** Is it true that the CDD and the POA can have an agreement to the operations
144 of the gates and guards as set forth in the mutually-approved post orders?

145 **Mr. Burke:** Yes.

146 **Mr. Dean:** Are the post orders equivalent to rules and regulations as contemplated by
147 Florida Law and incorporated in the Master Service Agreement that the CDD has with its present
148 security company, Tricorps?

149 **Mr. Burke:** Ours are not consistent with rules and regulations because the Board did not
150 adopt them through the rulemaking process.

151 **Mr. Dean:** And would it be true that the CDD can enforce part of the DCR, in particular,
152 Part 8.157 of the Wild Heron DCRs?

153 **Mr. Burke:** I have to go look to see if the CDD has the ability to do that.

154 **Mr. Dean:** The answer to that, if you look, is yes, we can. Having said that, based on what
155 we can do, I will make a motion to schedule a workshop and move that we direct the District
156 Manager and District Counsel to formulate a proposal where the CDD, the Wild Heron POA and
157 St. Joe jointly hire and fund roving patrol security to augment the existing security concerns of
158 the District.

159 Ms. Cerbone stated the two motions need to be bifurcated.

160 The Board and Staff discussed the wording of the two motions, whether to hold a public
161 workshop or a public hearing, Chapter 120 requirements, the rulemaking process, changing/
162 revising the current post orders, the POA, the CDD Board’s quorum, the security contract with
163 Tricorps and whether to invite St. Joe to the workshop.

164

165 **On MOTION by Mr. Dean and seconded by Mr. Self, with Mr. Dean and Mr. Self**
166 **in favor and Mr. Holt, Mr. Balduf and Mr. Robinson dissenting, scheduling a**
167 **public workshop with the POA to discuss post orders and the rulemaking process**
168 **and to allow for public input as provided by Chapter 120 F.S., was not approved.**
169 **(Motion failed 2-3)**

170

171

172 Ms. Cerbone stated the Board could direct District Management to formally contact and
173 ask POA staff to forward any recommended updates/changes to the post orders and present
174 them for Board for review and feedback at a publicly-noticed meeting.

175 Mr. Dean directed the District Manager and District Counsel to formulate a proposal
176 whereby the CDD, POA and St. Joe jointly hire and fund roving patrols security to augment the
177 existing security services to assist/expedite front gate entry during rush hour, conduct security
178 patrols for the safety and security of the CDD including all roadways, buildings and private
179 amenities and to assist in traffic control, as specified and set forth in the post orders. Ms. Cerbone
180 stated the CDD cannot fund a rover if they go on a private road or St. Joe property, which is
181 private, so it would have to be a cost-share arrangement. She asked Mr. Dean to hold his motion
182 until the Sixth Order of Business.

183

184 FOURTH ORDER OF BUSINESS**Discussion: Current Agreement for Security
185 Services Management and Associated Post
186 Orders**

187

188 This item was discussed during the Third Order of Business.

189

190 FIFTH ORDER OF BUSINESS**Update: District Engineer's Report to
191 Support Creating an O&M Methodology**

192

193 Ms. Cerbone recalled discussions at the last meeting regarding St. Joe's contribution or
194 lack thereof of the public roadways and other services throughout the CDD. One of the ideas
195 mentioned was to have the District Engineer produce a Supplemental Engineer's Report stating
196 that St. Joe, as a property owner within the boundaries of the CDD, by expanding its operation
197 with the adjacent property, which is currently occurring, and determine if that would impact St.
198 Joe's usage of the CDD improvements and, if so, how, when and how much. This would, in turn,
199 allow Management's office to determine if there are enough facts to create an O&M
200 Methodology to change how much St. Joe is paying in O&M from its current debt payment. Ms.
201 Cerbone outlined the steps that would need to be taken to change the O&M assessments. A
202 Board Member stated additional information is needed from St. Joe with regard to the overall
203 picture, what the exposure is and St. Joe's intentions for the back gate.

204

205 **SIXTH ORDER OF BUSINESS**

Discussion: Re-Engagement with St. Joe on Cost Share Agreement(s)

206

207

208 Mr. Burke stated he recently conferred with Mr. Brown regarding the cooperative status
 209 between the CDD and St. Joe and Mr. Brown suggested that members of the two entities discuss
 210 and resolve the issues in the best way possible. Mr. Burke recommended that the Board direct
 211 CDD and POA Staff to present a wish list of items that need to be discussed. The majority of that
 212 discussion should be between the POA and St. Joe and less with the CDD, which could assist with
 213 funding and facilitating the post orders for the front gate. Ultimately, he thinks the CDD and POA
 214 must report to the Board for feedback and further discussions. If the Board does not approve of
 215 what was discussed, it does not have to adopt it.

216 Discussion ensued regarding who will attend the meeting, how and when the wish lists
 217 will be compiled, the gate, the Florida Power & Light (FPL) easement, the POA, the CDD and St.
 218 Joe’s property rights.

219 Asked which entity owns 98 to Covington Bridge, Mr. Burke stated the CDD. Asked who
 220 owns the fence and the current back gate, Mr. Burke stated St. Joe. Asked about a title search for
 221 the back gate, Ms. Cerbone confirmed that the Board previously approved a title search but time
 222 constraints prevented Mr. Cohen from completing it. She stated he will do it if directed; she
 223 discussed costs, including a survey. Mr. Burke voiced his opinion that a title search and survey
 224 will be quite costly and not worth it.

225

On MOTION by Mr. Holt and seconded by Mr. Balduf, with all in favor, authorizing Mr. Burke to contact St. Joe’s Counsel and the POA’s Counsel to schedule a meeting to commence a discussion of this matter, was approved.

229

230

231 Resident Jennifer Ross asked the Board, when making its wish lists, to list items that are
 232 specific to the CDD and the POA will list items specific to the POA, and any POA-related items
 233 on the CDD Boards lists should be forwarded to Diane.

234

235 **SEVENTH ORDER OF BUSINESS**

District Engineer: Discussion Consideration/ Update

236

237

238 **A. FDOT Compliance**

239 Mr. Carroll stated he was not present at the last meeting and asked if this is about the
240 bridge. Ms. Sanchez stated Mr. Robinson suggested upgrading the guardrails and Ms. Womack
241 was to contact Mr. Carroll to see if the Florida Department of Transportation (FDOT) will support
242 upgrading the guardrails.

243 Mr. Robinson directed Mr. Carroll to have the bridge sprayed with brown paint.

244 In response to Mr. Self’s question regarding roadway completion and boring samples, Mr.
245 Carroll stated he will contact the vendor and have the samples delivered to the CDD.

246 Mr. Holt announced that the road work on Wild Heron Way is completed. He discussed
247 sod replacement, the sprinklers, striping, asphalt and final costs.

248

249 **EIGHTH ORDER OF BUSINESS**

**District Counsel: Discussion, Consideration,
Update**

250

251

252 **A. Stormwater Facility Management Services Agreement (CDD approved, awaiting POA**
253 **approval)**

254 **B. POA Maintenance Agreement (CDD approved, awaiting POA approval)**

255 • **Landscape Standards**

256 **C. Possible Land Swap with the POA for Gate Installation at Wild Heron Way and Pinfish**

257 Mr. Burke stated Items A, B, and C will be added to the wish lists for discussions with the
258 POA and St. Joe.

259 Items 9A, B and C will remain on the agenda.

260

261 **NINTH ORDER OF BUSINESS**

**District Ecologist: Discussion,
Consideration, Update**

262

263

264 **A. Conservation Easement Signage**

265 Ms. Womack stated she conferred with New Leaf Services about this item as well as a few
266 others and Mr. Holt and will meet with the vendor beforehand to go over maps and point out
267 the areas that need signage. The project can then proceed on a cost per day basis of \$5,400 for
268 three days.

269 Discussion ensued regarding the project details, signage and a not-to-exceed amount.

270

271 **On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the New**
272 **Leaf Services proposal to install conservation easement signage, in a not-to-**
273 **exceed amount of \$6,000, was approved.**

274
275
276 **B. DEP Conservation Easement Swap**

277 Ms. Womack stated she recently received approval from the U.S. Army Corps of Engineers
278 (USACE) and from the Department of Environmental Protection (DEP); both agencies agreed to
279 accept the CDD's proposal for the conservation easement swap for the proposed lands. The CDD
280 must provide a survey with a legal description of the lands it proposes to take out of conservation
281 and a survey and legal description of the lands it proposes to put into conservation. Once the
282 documents are submitted, the agencies will draft a document and provide it to the CDD. This
283 matter must be discussed with the POA before proceeding, as Staff must also provide a deed and
284 a title commitment for the conservation easement areas.

285 Discussion ensued regarding the easement swap process, number of parcels in question,
286 the surveyors, survey costs and a not to exceed amount. Ms. Womack will obtain proposals from
287 Buchanan & Harper.

288
289 **On MOTION by Mr. Balduf and seconded by Mr. Self, with all in favor,**
290 **authorizing Ms. Womack to obtain quotes for surveys and allocating a not-to-**
291 **exceed amount of \$15,000 for the surveys, was approved.**

292
293
294 **C. Speed Enforcement Device Proposals**

295 Ms. Womack presented the Elan City Speed Enforcement Device Proposal.

296 Discussion ensued regarding the quote, whether to approve the purchase, flashing signs,
297 device features, installation and the number of devices that will be ordered.

298
299 **On MOTION by Mr. Dean and seconded by Mr. Holt, with Mr. Dean, Mr. Holt,**
300 **Mr. Robinson and Mr. Self in favor and Mr. Balduf dissenting, authorizing Staff**
301 **to obtain four units of speed enforcement devices for \$13,618, was approved.**
302 **(Motion passed 4-1)**

303
304 **On MOTION by Mr. Balduf and seconded by Mr. Holt, with all in favor, allocating**
305 **a not-to-exceed amount of \$10,000 for striping sidewalks, golf cart paths and a**
306 **"Stop Ahead" pavement sign on Meadowlark and Wild Heron Way, was**
307 **approved.**

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D. Stormwater Camera Inspection

Ms. Womack stated she previously submitted as-built drawings to Mr. Churchwell and will coordinate with Mr. Carroll on this and provide an update at the next meeting.

Discussion ensued regarding engaging another stormwater camera vendor, pond conservation area maintenance, tree trimming and not to exceed amounts.

On MOTION by Mr. Dean and seconded by Mr. Self, with all in favor, engaging New Leaf Services to cut down muscadine vines in a not-to-exceed amount of \$4,000, was approved.

On MOTION by Mr. Dean and seconded by Mr. Self, with all in favor, authorizing trimming of an oak tree in the conservation area and other trees covered by vines in the same area, in a not-to-exceed amount of \$2,000, was approved.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2023

Ms. Sanchez presented the Unaudited Financial Statements as of August 31, 2023.

On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, the Unaudited Financial Statements as of August 31, 2023, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of August 7, 2023 Public Hearing and Regular Meeting Minutes

Ms. Sanchez presented the August 7, 2023 Public Hearing and Regular Meeting Minutes.

On MOTION by Mr. Balduf and seconded by Mr. Holt, with all in favor, the August 7, 2023 Public Hearing and Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. Ecologist/Operations: Cypress Environmental of Bay County, LLC**
- B. District Counsel: Burke Blue**

348 C. District Engineer: McNeil Carroll Engineering, Inc.

349 There were no reports from Staff.

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

- 351 • Consideration of Meeting Location for February 5, 2024 Regular Meeting
- 352 Through Remainder of Fiscal Year 2024

353 Ms. Sanchez stated Sharks Tooth Clubhouse will be closing for renovations from January
354 to September 2024 so it is necessary to consider other meeting locations for after the December
355 meeting. Management’s office will research nearby locations and an update will be provided at
356 the next meeting.

- 357 • NEXT MEETING DATE: December 4, 2023 at 2:00 P.M. (Central Time)

- 358 ○ QUORUM CHECK

359

360 THIRTEENTH ORDER OF BUSINESS

Board Member Comments

361

362 There were no Board Member comments.

363

364 FOURTEENTH ORDER OF BUSINESS

Public Comment

365 Resident Chris Brown asked if the post orders restrict or deny access in Prospect
366 Promenade at certain times of the day or week. A Board Member replied yes.

367

368 FIFTEENTH ORDER OF BUSINESS

Adjournment

369

370

371 On MOTION by Mr. Self and seconded by Mr. Dean, with all in favor, the meeting
372 adjourned at 4:47 p.m., Central Time.

373

374

375

376

377

378

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

379
380
381
382
383
384

Secretary/Assistant Secretary

Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Shark's Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, Florida 32413
¹First Baptist Church - Sunnyside, 21321 Panama City Beach Pkwy, Panama City Beach, FL 32413
²TBD

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023	Regular Meeting	2:00 PM (Central Time)
December 4, 2023	Regular Meeting	2:00 PM (Central Time)
February 5, 2024¹	Regular Meeting	2:00 PM (Central Time)
March 4, 2024²	Regular Meeting	2:00 PM (Central Time)
April 1, 2024²	Regular Meeting	2:00 PM (Central Time)
May 6, 2024²	Regular Meeting	2:00 PM (Central Time)
June 3, 2024²	Regular Meeting	2:00 PM (Central Time)
August 5, 2024²	Public Hearing and Regular Meeting	2:00 PM (Central Time)