

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

May 6, 2024

**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

April 29, 2024

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 May 6, 2024 at 2:00 p.m. (Central Time), at First Baptist Church - Sunnyside, 21321 Panama City Beach Pkwy, Panama City Beach, FL 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update: Gatehouse Report
4. District Engineer: Discussion/Consideration/Update
 - A. Proposals for 4-Way Stop Signs and Stop Ahead Signs
 - B. Short Form Contract for Wild Heron Guard House
5. District Counsel: Discussion/Consideration/Update
 - A. Discussion with Joe Brown Regarding Bridge and Cost Share
6. District Ecologist: Discussion/Consideration/Update
 - A. Conservation Easement Swap – Survey & Legal Status
 - B. Conservation Easement Encroachments
 - C. Hog Program
 - D. Letter Regarding Marsh Rabbit Run Encroachment Issue
 - E. The Lake Doctors, Inc. Inspection Report [Quarter 2]
 - F. The Lake Doctors, Inc. Water Management Agreement [Quarter 2 Treatment Proposal]
 - G. Water Quality Monitoring Report – Fall 2023

7. Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office (*the following will also be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
8. Consideration of Resolution 2024-04, Electing and Removing Officers of the District and Providing for an Effective Date
9. Discussion: D3 Local Government Bridge Inspection
 - A. Consor Engineers, LLC Inspection Report Submittal Memorandum
 - B. FDOT Bridge Management System Inspection/CIDR/Bridge Profile Report Inspection
10. Discussion: O&M Methodology
11. Acceptance of Unaudited Financial Statements as of March 31, 2024
12. Approval of March 4, 2024 Regular Meeting Minutes
13. 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*
 - I. Form 1 Disclosure Filing for Calendar Year 2024
 - II. Meeting Location for Fiscal Year 2025
 - III. 457 Registered Voters in District as of April 15, 2024

IV. NEXT MEETING DATE: June 3, 2024 at 2:00 PM (Central Time)

○ 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		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

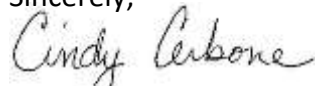
14. Board Member Comments

15. Public Comment

16. 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**

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DATE	INCIDENT	OFFICER	RESOLUTION
10/13/2023	GATEHOUSE WENT BACK TO USING HALF SHEET PASSES WITHOUT AUTHORIZATION, FULL SHEET PASSES ARE REQUIRED FOR LEGIBILITY VICKIE REPORTED ISSUES WITH GATE ARM FUNCTIONALITY. PAID QUALITY GATES TO COME INSPECT EQUIPMENT FOR DAMAGES, NOTHING WRONG WAS FOUND WITH FUNCTIONALITY.	UNSURE, INITIAL COMMUNICATION WAS 10/12/23 @ 8:46PM W/ NO RESPONSE	POA OFFICE WILL BE PRE-PRINTING THE PASSES TO ENSURE PROPER TRACKING OF MATERIALS AND THAT PASS PROCEDURE IS BEING FOLLOWED.
12/20/2023		VICKIE GOODMAN	POA OFFICE MEMBER OR MAINTENANCE TECH SHOULD INSPECT EQUIPMENT AFTER ISSUES ARE REPORTED TO VERIFY THE CLAIM GUARDS SHOULD FIRST CALL CLUB TO VERIFY MEMBER, THEN POA OFFICE WITH OTHER ISSUES. MEMBERS ARE TO BE ISSUED A VISITORS PASS AND ADVISED TO REGISTER THEIR VEHICLE AT THE GOLF CLUB.
1/23/2024	SHARK'S TOOTH MEMBER WAS TURNED AWAY DUE TO THE INABILITY TO PRODUCE PROOF OF MEMBERSHIP AND HAD NO ACCESS CREDENTIALS	TIA LARKIN?	
2/12/2024	HOMEOWNER REPORTED RUDE BEHAVIOR FROM VICKIE GOODMAN; SAID ESSENTIALLY THEY WERE GIVEN A HARD TIME ABOUT NOT HAVING A PASS. THE OWNER CAME THROUGH THE VISITOR GATE IN THEIR FAMILY MEMBERS VEHICLE (NOT REGISTERED IN OUR SYSTEM. RECEIVED A REPORT FROM VICKIE ON THE INCIDENT AS WELL; ACCORDING TO VIDEO FOOTAGE AND DETAIL COMPARISON, IT APPEARS SHE WAS JUST FOLLOWING POST ORDERS.	VICKIE GOODMAN	NO RESOLUTION AT THIS TIME; REPORTS FILED.
2/20/2024	HOMEOWNER HAD PERSONALLY SCHEDULED A HOUSESITTER TO VISIT HOME, BUT HAD YET TO INFORM THE GATEHOUSE. ALTHOUGH THE GATEHOUSE DID ISSUE A PASS, THEY DID NOT VERIFY WITH THE HOMEOWNER WHETHER OR NOT THE VISITOR WAS ALLOWED TO VISIT THEIR HOME.	UNSURE	WILL BE CONTACTING TRICORPS PRESIDENT
4/3/2024	OWNERS HAD PURCHASED NEW VEHICLE, DID NOT HAVE PROPER CREDENTIALS TO USE PASSHOLDER LANE. OWNERS SAID THEY DID NOT KNOW THE GUARD AND THE GUARD WAS NOT FAMILIAR WITH THEM, AND THE GUARD CONTINUED TO LET THEM IN WITHOUT ISSUING A PASS OR USING USING OTHER IDENTIFICATION PRECAUTIONS.	UNSURE	WILL BE CONTACTING TRICORPS PRESIDENT
4/5/2024	HOMEOWNER ALERTED US THAT OFFICERS DID NOT ISSUE PASSES TO AND WERE GIVING THE WRONG CONSTRUCTION HOURS OUT TO VENDORS/CONTRACTORS.	VICKIE GOODMAN AND STAFF	REMINDED THEM OF CORRECT HOURS AND RESENT THEM CONSTRUCTION AND HOLIDAY HOURS SHEET FOR REFERENCE
4/11/2024	HOMEOWNER COMPLAINTS OF OFFICERS NOT PROPERLY FILTERING TRAFFIC; NOT CHECKING PASSES, NOT ISSUING PASSES OR PROPERLY VERIFYING VISITORS AT GATE. ONGOING ISSUE.	NEW OFFICER STAFF	SENT REMINDER OF PASS ISSUING REGULATIONS AND THE IMPORTANCE OF FILTERING VISITOR TRAFFIC

<p>HOMEOWNER COMPLAINT OF 18 WHEELER CONSTRUCTION TRUCK 4/16/2024 ENTERING THE COMMUNITY AT 5:45 AM ANGEL</p>	<p>SPOKE W/ THE GUARD. THE TRUCK WAS A ST JOE TRUCK AND WAS GIVEN ACCESS TO THE COMMUNITY TO TURN AROUND TO WAIT UNTIL PROPER CONSTRUCTION HOURS - TRUCK WAS NOT ABLE TO TRUN AROUND AT THE GATE. TRUCK TRUNED AROUND ON MARSH RABBIT, TURNED TRUCK OFF AND WAITED FOR FURTHER DIRECTION FROM ST JOE. MR. DEAN IMMEDIATLY CALLED THE GATE HOUSE AND SPOKE WITH ANGEL.</p>
<p>HOMEOWNER COMPLAINT OF VISTOR ALLOWED ACCESS WITHOUT PROPER VERIFICATION. VISITOR WAS GIVEN PASS. SAME OWNER PURCHASED A NEW CAR, NO RFID SO THEY CAME TO VISITOR GATE AND GUARD DID NOT ASK FOR ANY INFORMATION. ALLOWED IMMEDIATE 4/17/2024 ACCESS UN SURE</p>	<p>REMINDER EMAIL AND COMMUNICATION WITH DAVID ROSS</p>
<p>OFFICE REQUESTED DAILY LOG, GUARD 4/17/2024 WAS UNABLE TO PRODUCE LOG NEW OFFICER STAFF</p>	
<p>OWNER CALLED TO REPORT THAT THEIR GUEST WAS PROVIDED ACCESS TO THE COMMUNITY WITH OUT ISSUING A PASS, CALLING THE OWNER FOR VERIFICATION 4/17/2024 OR PROPER REQUEST FOR IDENIFICATION UN SURE</p>	<p>REMINDER EMAIL AND COMMUNICATION WITH DAVID ROSS</p>
<p>GUARD CAPTAIN MENTIONED THAT HER TEAM IS LACKING COMMUNICATION, LEAVING HER UNAWARE OF IMPORTANT 4/23/2024 MATTERS. COLLABORATIVE</p>	<p>REMINDED CAPTAIN TO ENSURE HER TEAM GETS TRAINED ON PROPER COMMUNICATION.</p>
<p>GUARD ON DUTY AROUND 4PM-5PM WAS GIVEN INSTRUCTIONS ON INCOMING VISITOR; SHORTLY AFTER, WHEN VISITOR ARRIVED, GUARD APPEARED UNAWARE OF THEIR ARRIVAL. PROPER NOTES WERE NOT 4/19/2024 TAKEN. UNSURE</p>	<p>RESOLUTION TBD, TRICORPS PRESIDENT TO BE MAKING ADJUSTMENTS.</p>

**LAKE POWELL
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4B

Short Form Contract

RETURN TO: DEWBERRY

Dewberry will not be required to render services until this contract is signed, returned, and the applicable retainer is paid in full. Dewberry is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

Short Form Contract Information			
Short Form Contract No.:		Addendum To:	
Contract No.:		Client Reference No.:	

Client Information			
Client.:			
Ordered By:		Date Ordered:	
Order Taken By:		Completion Date Required:	
Phone No.:		Fax No.:	

Project Information			
Project Name:			
Job/BU:		Client No.:	
Jurisdiction		Service Line:	
Contract Date:		Contract Type:	
Contract Expiration Date:		Project Manager No.:	

Payment			
Method of Payment:		Contract Amount:	

Client shall deliver a retainer to Dewberry of \$_____ as a condition precedent to Dewberry rendering services. The retainer is not in addition to the fee estimate or contract amount. Dewberry is entitled to apply the retainer to invoices as they become past due or to hold the retainer, if it elects to do so, until Dewberry concludes its services before applying the retainer to any past due invoices. Dewberry has sole discretion to apply the retainer to whichever past due invoices it elects. Client will, at Dewberry’s request, replenish the retainer amount as a condition precedent to Dewberry rendering further services.

Description of Services

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The standard billing rate schedule (attachment A, dated _____) and standard terms and conditions (attachment B, dated 04/11) are attached and made a part of this contract.

Dewberry

Signature of Authorized Representative:	<i>Jonathan Gibson</i>	Date:	04/30/24
Print Name of Authorized Representative:		Date:	
Print Exact Name of Dewberry Company:		Date:	

Client

Signature of Authorized Representative:		Date:	
Print Name and Title of Authorized Representative:		Date:	
Print Client's Official Business Name:		Date:	



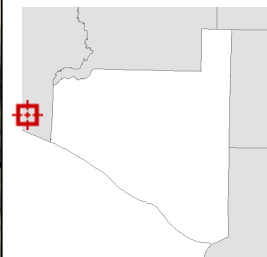
Bay County Property Appraiser - Dan Sowell, CFA

Main Office | 860 W. 11th St, Panama City, FL 32401 | 850-248-8401

Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470



Overview



Legend

- Parcels
- 2024 Improved Sales
- 2024 Vacant Sales
- 2023 Improved Sales
- 2023 Vacant Sales
- 2022 Improved Sales
- 2022 Vacant Sales

Parcel ID	35271-207-010	Owner	WILD HERON PROPERTY OWNERS ASSOCIATION, INC	Last 2 Sales			
Class Code	RES COMMON AREA/ELEM		1110 PROSPECT PROMENADE PANAMA CITY BEACH, FL 32413	Date	Price	Reason	Qual
Taxing	56			8/16/2007	\$100	QUAL/LEGL CHAR CHGD AFTER SALE	U
District	PANAMA CITY BEACH	Physical Address	WILD HERON WAY	5/16/2006	\$100	QUAL/LEGL CHAR CHGD AFTER SALE	U
Acres	n/a	Just Value	Value \$15000				

(Note: Not to be used on legal documents)

Maps have been compiled from the most authentic information available and are to be used for assessment purposes only. Bay County Property Appraiser's Office assumes NO responsibility for errors and/or omissions that may be contained herein. THIS MAP IS NOT A SURVEY

Date created: 4/30/2024

Last Data Uploaded: 4/30/2024 7:56:12 AM

Developed by Schneider GEOSPATIAL

ATTACHMENT B
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
 12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
- ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
 14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
 15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
 16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
 17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
 18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
 19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
 20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.



23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

6D

CYPRESS ENVIRONMENTAL

Of Bay County, LLC

P.O. Box 16062, Panama City, Florida 32406

Ph: 850-481-6824 Fax: 866-658-6480



March 25, 2024

Briant & Madeline Daws
1076 Pathways Drive
Inlet Beach, Florida 32461

Re: PID: 35271-111-000
22120 Marsh Rabbit Run
Bay County

Dear Mr. and Mrs. Daws:

It has been brought to the attention of the Lake Powell Residential Golf Community Development District (CDD) that a potential encroachment into the vegetated natural buffer (VNB) on the above referenced property has occurred as a result of ongoing construction activities.

The VNB restriction within your property is a requirement of state and federal environmental permits and is identified on the subdivision plat recorded in the Official Records of Bay County, Florida. As the environmental permit holder, compliance with the VNB is enforced by the CDD. As the District Ecologist for the CDD, the purpose of this letter is to offer compliance assistance as a means of resolving the encroachment.

On behalf of the CDD, I am requesting that you review the item(s) of concern noted and respond in writing **within 15 days** of receipt of this compliance assistance request. Your written response should include one of the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed
2. Provide information that mitigates the concern or demonstrates it to be invalid, or
3. Arrange for an onsite meeting to discuss the item of concern.

To resolve the concern, a survey showing the location of the platted buffer in relation to the structures on the property and/or disturbed areas within the buffer area should be provided. Once areas of disturbance have been identified, the following corrective measures should be taken:

1. Any structures within the buffer area should be relocated outside of the buffer.
2. Any debris or construction materials in the buffer should be removed.

SPECIALIZING IN STATE AND FEDERAL REGULATORY ISSUES, INCLUDING:
DEVELOPMENT FEASIBILITY ASSESSMENTS – WETLAND DELINEATIONS – ENVIRONMENTAL RESOURCE PERMITTING –
SUBMERGED LAND AUTHORIZATIONS – LISTED PROTECTED SPECIES ASSESSMENTS – ECOLOGICAL / HABITAT ASSESSMENTS
– MITIGATION PLAN DEVELOPMENT AND IMPLEMENTATION – WETLAND MITIGATION MONITORING

3. Any disturbed areas should be graded to contours consistent with undisturbed buffer area and revegetated with vegetation consistent with vegetation within the undisturbed portions of the buffer. Prior to commencing with any revegetation of the buffer, a planting plan should be submitted for review and approval.

It is the CDD's desire that you adequately address the aforementioned issues so that this matter can be closed. Your failure to respond may result in the initiation of formal enforcement proceedings.

Please address your response and any questions to me at the letterhead address, by phone at (850) 481-6824, or by email at bethany@cypressenvironmental.com. I look forward to your cooperation with this matter.

Sincerely,

A handwritten signature in blue ink that reads "Bethany Womack". The signature is written in a cursive, flowing style.

Bethany Womack
CYPRESS ENVIRONMENTAL

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

6E



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

April 29th, 2024

Lake Powell Residential 728274
Panama City Beach, FL.

The ponds are seeing a lot of spring time growth. It is mostly beneficial mitigation and lilies that are thriving. There are a few locations in which there are some invasive weeds and algae beginning to grow. I did not notice any major problems, only a few things that may cause some concern if they get worse.

Marsh Rabbit Run: The pond is seeing more and more lemon bacopa. As I have stated before, it is a natural and beneficial aquatic plant. Treating it would be a purely aesthetic choice, and could also negatively affect the lilies.



Figure 1 Marsh Rabbit Run

Meadowlark Large Pond: The pond has a variety of species of grasses and weeds growing along the edges of the pond. They can be sprayed back to prevent overgrowth, but they look fine for now.



Figure 2 Meadowlark large pond

Meadowlark Small Pond: The pond looks great, and the lilies are continuing to grow.



Figure 3 Meadowlark small pond

Marsh point: There is a small amount of algae growth along the edge of the pond.



Figure 4 Marsh Point

Sweetbay: This pond is seeing an abundance of torpedo grass and papyrus growth. Neither of these plants are native, and the torpedo grass is growing out quite thick. A simple emergent treatment could be used to control its growth.



Figure 5 Sweetbay

Turtleback: The pond is still looking great.



Figure 6 Turtle back

1520 Salamander Tr: There is a small amount of algae growth under the surface.



Figure 7 1520 salamander

1576 Salamander Trail: The weeds are completely under control. The pond is highly planktonic resulting in the dark green coloration. This planktonic algae can be treated.



Figure 8 1576 salamander

West Wateroak Bend: The pond is looking great. There is plenty of lily growth.



Figure 9 West wateroak,

East Wateroak Bend: This pond looks good. There are plenty of lilies and good mitigation.



Figure 10 East Wateroak

Sawgrass Ct: This pond continues to look perfect.



Figure 11 Sawgrass Ct

Clubhouse: This pond looks good.



Figure 12 Clubhouse

Lost Cove Lane: The plants I thought to be cattails are actually yellow flag iris. They are not native, but they look similar to cattails. The main difference is they will bloom with large, bright yellow flowers. These will continue to spread and surround the pond. They are invasive, but most people consider them to be aesthetically pleasing when they bloom.



Figure 13 Lost cove lane

Linkside: The lilies have kept the bladderwort under control, and the pond is looking good.



Figure 14 Linkside

Dune Lake Trail: This pond is looking good.



Figure 15 Dune lake trail

Springtime is here, and the weeds are growing. Luckily, I mostly noticed beneficial mitigation and lilies. The Sweetbay pond has a lot of torpedo grass growth. This weed is notoriously prolific and has the potential to spread across the entire pond. It can be treated with a simple emergent treatment. This treatment will leave behind dead grass that can take a substantial amount of time to decompose but will prevent the grass from becoming overgrown. The pond at 1576 Salamander Trail has planktonic algae growth, which is causing the green coloration. This algae helps to reduce aquatic weed growth, which is much more expensive and difficult to treat than the algae. I would recommend leaving it alone for now, unless the green coloration is too undesirable. I will keep an eye on the yellow flag iris at Lost Cove Lane, and we can treat it if it is not wanted. The rest of the ponds are looking great.

Sincerely,

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

Dylan Smith, Aquatic Biologist

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

6F

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Navarre Branch
8307 East Bay Blvd
Navarre, FL. 32566
navarre@lakedoctors.com
www.lakedoctors.com

Water Management Agreement Major Application

PG/728274

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **ONE TIME APPLICATION** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
One (1) pond associated with Wild Heron, Lake Powell Residential (Sweetbay Trail).

Includes a major application for torpedo grass. Aquatic weeds will re-grow after treatment; no length of control is guaranteed.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:


1. Sweetbay Trail pond: Application for torpedo grass	\$ 500.00
2. Follow up inspection approximately 20-30 days after	\$ INCLUDED
3. Detailed service report	\$ INCLUDED
TOTAL OF SERVICES ACCEPTED	\$ 500.00

\$500.00 of the above sum-total shall be due and payable upon execution of this Agreement, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **May 29, 2024**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 

Signed _____ Dated _____

Pasco Gibson, Sales Manager

Name _____

Terms & Conditions

Major Application

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a. Periodic treatments to maintain control of noxious submerged floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary; to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - d. Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - e. CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS, may be used at rates equal to or lower than maximum label recommendations.
 - f. Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - g. CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - h. When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reason, help to maintain ecological balance.
2. Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
3. CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
4. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
7. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
8. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
9. The amount is firm for the entire term of the original Agreement.
10. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
11. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
12. Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
13. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

6G

WILD HERON DEVELOPMENT
WATER QUALITY MONITORING REPORT
Fall 2023
BAY COUNTY, FLORIDA



PREPARED FOR:

Lake Powell Community Development District (CDD)
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

PREPARED BY:



P.O. Box 16062
Panama City, Florida 32406
850-481-6824

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- Appendix B Analytical Laboratory Reports

2.0 PROJECT LOCATION AND DESCRIPTION

The project site is located north of US Highway 98, in the Wild Heron Residential Development, in Sections 29, 30, 31 and 32, Township 2 South, Range 17 West, within the local jurisdiction of the City of Panama City Beach, Bay County, Florida.

Monitoring Station Locations

Sample Location	Description	Latitude	Longitude	Sample Matrix		
				Surface Water	Ground Water	Sediment
SW1	Lake Powell Tributary	N30° 16.953	W85° 57.714	X		
SW2	Lake Powell	N30° 16.761	W85° 57.806	X		
SW3 / SED3	Lake Powell	N30° 16.890	W85° 59.096	X		X
SW4 / SED1	Irrigation Pond	N30° 17.264	W85° 58.189	X		X
SED2	Wetland 14	N30° 16.923	W85° 58.317			X
GW1	Monitoring Well 1	N30° 16.628	W85° 58.190		X	
GW2	Monitoring Well 2	N30° 16.640	W85° 58.648		X	
GW3	Monitoring Well 3	N30° 16.958	W85° 58.900		X	
GW4	Monitoring Well 4	N30° 17.328	W85° 58.148		X	

3.0 METHODOLOGY

Water quality samples were taken onsite by McGlynn Laboratories, Inc. and Cypress Environmental of Bay County, LLC staff. All samples were analyzed according to the Laboratory Accreditation Management System Accreditation/Certification (NELAC) by McGlynn Laboratories Inc. The water sampling was funded by the Lake Powell Residential Golf CDD.

Sampling and analysis follow 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.

4.0 SUMMARY OF FINDINGS

This extensive 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 had elevated nitrates, but they were well below the regulatory level of 10 mg/L. Surface waters in the site varies from saline to fresh. Monitoring well, GW4, the northernmost well on the property was dry, during this monitoring event. As such, no sample was taken at that location this period.

Summary of Analysis Results

Station ID	Collection		Date Received by Lab	Parameter	Temp EPA170.1	pH EPA150.1	SpCond EPA120.1	Salinity EPA120.1	DO EPA360.1	%DO EPA360.1
	Date	Time		MDL	0.0	0.01	3.2	0.05	0.09	0.83
				PQL	0.0	0.04	12.8	0.20	0.36	3.30
		Unit	Unit	°C	units	uS	uS	mg/L	mg/L	
SW1	2-10-24	8:25	2-10-24		17.3	7.47	27750.0	17	8.22	95.2
SW4	1-16-24	12:10	1-16-24		12.0	5.12	108.1	0	11.03	104.7
GW2	1-16-24	13:00	1-16-24		17.6	6.11	136.5	0	0.98	11.1
GW3	1-16-24	13:11	1-16-24		19.5	5.19	84.6	0	0.84	9.5
GW1	1-16-24	12:30	1-16-24		18.0	5.38	137.2	0	0.72	8.2
SW3	2-10-24	8:45	2-10-24		17.9	7.03	27540.0	17	8.13	95.2
SW2	2-10-24	8:15	2-10-24		17.9	6.82	27720.0	17	8.19	95.2
SED1	1-16-24	12:15	1-16-24							
SED2	1-16-24	12:20	1-16-24							
SED3	2-10-24	9:00	2-10-24							

Summary of Analysis Results (cont)

Station ID	Collection		Date Received by Lab	Parameter	Turbidity EPA180.1	Chloride EPA325.3	TSS EPA160.2	TDS EPA160.1	Nitrate EPA353.3
	Date	Time		MDL	0.6	0.4	1.2	7.6	0.016
				PQL	3.2	2.2	6.0	37.8	0.055
		Unit	Unit	NTU	mg/L	mgTSS/L	mgTDS/L	mg/L	
SW1	2-10-24	8:325	2-10-24		0.9	9409.9	n/a	0.000	0.008
SW4	1-16-24	12:10	1-16-24		9.0	6.9	4.7	n/a	-0.001
GW2	1-16-24	13:00	1-16-24		7.0	2.4	n/a	122.2	4.054
GW3	1-16-24	13:11	1-16-24		10.0	3.5	n/a	77.8	0.179
GW1	1-16-24	12:30	1-16-24		7.0	4.5	n/a	112.2	0.000
SW3	2-10-24	8:45	2-10-24		1.9	9409.9	25.3	n/a	0.000
SW2	2-10-24	8:15	2-10-24		2.1	9409.9	40.5	n/a	-0.004
SED1	1-16-24	12:15	1-16-24						
SED2	1-16-24	12:20	1-16-24						
SED3	2-10-24	9:00	2-10-24						

Summary of Analysis Results (cont)

Station ID	Collection		Date Received by Lab	Parameter	Total P EPA365.2	Acephate SM8270	Sulfosulfuron SM 8270	Metsulfuron-methyl SM 8270
	Date	Time		MDL	0.005	0.00010	0.00009	0.00018
				PQL	0.025	0.00055	0.00048	0.00064
				Unit	mg/L	mg/L	mg/L	mg/L
SW1	2-10-24	8:25	2-10-24		0.000	<0.0001	<0.00009	<0.00018
SW4	1-16-24	12:10	1-16-24		0.044	<0.0001	<0.00009	<0.00018
GW2	1-16-24	13:00	1-16-24		0.072	<0.0001	<0.00009	<0.00018
GW3	1-16-24	13:11	1-16-24		0.130	<0.0001	<0.00009	<0.00018
GW1	1-16-24	12:30	1-16-24		0.151	<0.0001	<0.00009	<0.00018
SW3	2-10-24	8:45	2-10-24		0.010	<0.0001	<0.00009	<0.00018
SW2	2-10-24	8:15	2-10-24		0.018	<0.0001	<0.00009	<0.00018
SED1	1-16-24	12:15	1-16-24		0.791	<0.0001	<0.00009	<0.00018
SED2	1-16-24	12:20	1-16-24		0.154	<0.0001	<0.00009	<0.00018
SED3	2-10-24	9:00	2-10-24		0.309	<0.0001	<0.00009	<0.00018

5.0 CONCLUSIONS

All physical and chemical surface water and groundwater quality parameters measured were within an expected and/or historic range. Pesticide (Acephate) and herbicides (Sulfosulfuron and Metsulfuron-methyl) residues were not detected in any sample.

The next monitoring event will be Fall 2024.

APPENDIX A

STATION LOCATION MAP



 **WATER QUALITY SAMPLE LOCATIONS**
 (GW = Groundwater, SW= Surface Water, SED = Sediment)

Image: 2007 NC

0 500 1,000 2,000 3,000 Feet

Map Scale: 1:12,000

This map and all data contained within are supplied as is with no warranty. Biological Research Associates expressly disclaims responsibility for damages or liability from any claims that may arise out of the use or misuse of this map. It is the sole responsibility of the user to determine if the data on this map meets the user's needs. This map was not created as survey data, nor should it be used as such. It is the user's responsibility to obtain proper survey data, prepared by a licensed surveyor, where required by law.

Water Quality Sampling Points Lake Powell Residential Golf CDD Bay County, Florida


 2420 Lakeshore Drive, Suite 100, Tallahassee, FL 32312 USA
 Phone (+1) 850-681-9700 Fax (+1) 850-681-9741
www.cardnoentrix.com

Preparation Date: xxxxxx Revision Date: 06/04/08 Project Manager: KM GIS Analyst: JPB Map Document: sample_points.mxd Project Number: 5544-004-Y010 PDF Document: sample_points.pdf Plot Size: 8.5 x 11

APPENDIX B

ANALYTICAL LABORATORY REPORTS



For: Cypress Environmental

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: WH011624
Report Date: 03/17/24
Sampled by: McGlynn Laboratories, according to MLI SOP ver. 18
Analyzed by: McGlynn Laboratories, according to MLI SOP ver. 18
Sample Received: 01/16/24

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.



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

Task: Wild Heron
Client: Cypress Environmental
DataSetID: WH011624

Lab ID #	Field Identification Information							Time of Analysis (HH:MM)	Nitrite as N SM 4500-NO2-B 0.001 0.004 mg/L	Data Qualifiers =LOD =LOQ	
	Station	Collection		Depth Code	Repetition	Container	Date received at Laboratory				
		Date	Time								
	SSStd								Pass		
	CC 1								Pass		
	Lab Blk 1								0.000	T	
	PQL Std								Pass		
1	24-0027F	MW-4	01/16/24	12:00	round Wat	1	50ml HDPE	01/16/24		0.000	T
2	24-0028F	SW-4	01/16/24	12:10	Surface	1	50ml HDPE	01/16/24		0.001	I
3	24-0029F	MW-1	01/16/24	12:30	round Wat	1	50ml HDPE	01/16/24		0.008	
4	24-0030F	MW-2	01/16/24	13:00	round Wat	1	50ml HDPE	01/16/24		0.004	I
5	24-0031F	MW-3	01/16/24	13:11	round Wat	1	50ml HDPE	01/16/24		0.000	T
6											
7											
8											
9											
10											
11	24-0034F	Fld Blk	01/16/24	14:00	Surface	1	50ml HDPE	01/16/24		0.000	T
	CC 2									Pass	
12											
13											
14											
15											
16											
17											
18											
19											
20	Matrix Spike	MW-4	01/16/24	12:00	round Wat	2	50ml HDPE	01/16/24		0.054	
21	Matrix Duplicate	MW-4	01/16/24	12:00	round Wat	3	50ml HDPE	01/16/24		0.000	T
	CC 3									Pass	
	Lab Blk 2									0.000	T

Do not: burn, spindle or mutilate!

Analyst JIM
Date 01/17/24



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

Task: Wild Heron
Client: Cypress Environmental
DataSetID: WH011624

Lab ID #	Field Identification Information							Time of Analysis (HH:MM)	Nitrate+Nitrite as N	Data Qualifiers	Nitrate as N calc	Data Qualifiers	
	Station	Collection		Depth Code	Repetition	Container	Date received at Laboratory		4500-NO3-E	=LOD =LOQ	0.016 0.055 mg/L	=LOD =LOQ	
		Date	Time						SM				
	SSStd							Pass		N/A			
	CC 1							Pass		N/A			
	Lab Blk 1							0.00	T	0.00	T		
	PQL Std							Pass		N/A			
1	24-0027F	MW-4	01/16/24	12:00	round Wat	1	50ml HDPE	01/16/24		1.87		1.87	
2	24-0028F	SW-4	01/16/24	12:10	Surface	1	50ml HDPE	01/16/24		0.00	T	0.00	T
3	24-0029F	MW-1	01/16/24	12:30	round Wat	1	50ml HDPE	01/16/24		0.00	T	0.00	T
4	24-0030F	MW-2	01/16/24	13:00	round Wat	1	50ml HDPE	01/16/24		4.06		4.05	
5	24-0031F	MW-3	01/16/24	13:11	round Wat	1	50ml HDPE	01/16/24		0.18		0.18	
6													
7													
8													
9													
10													
11	24-0034F	Fld Blk	01/16/24	14:00	Surface	1	50ml HDPE	01/16/24		0.00	T	0.00	T
	CC 2									Pass		N/A	N/A
12													
13													
14													
15													
16													
17													
18													
19													
20	Matrix Spike	MW-4	01/16/24	12:00	round Wat	2	50ml HDPE	01/16/24		2.46		N/A	N/A
21	Matrix Duplicate	MW-4	01/16/24	12:00	round Wat	3	50ml HDPE	01/16/24		1.76		N/A	N/A
	CC 3									Pass		N/A	N/A
	Lab Blk 2									0.00	T	0.00	T

Do not: burn, spindle or mutilate!

Analyst JIM
Date 01/17/24



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

Task: Wild Heron
Client: Cypress Environmental
DataSetID: WH011624

Lab ID #	Field Identification Information							Chloride SM 4500-CL-C 0.24 0.81 mg/L	Data Qualifiers =LOD =LOQ	
	Station	Collection		Depth Code	Repetition	Container	Date received at Laboratory			
		Date	Time							
	SSStd							Pass		
	CC 1							Pass		
	Lab Blk 1							0.0	T	
	PQL Std							Pass		
1	24-0027T	MW-4	01/16/24	12:00	round Wat	1	250ml HDPE	01/16/24	52.6	
2	24-0028T	SW-4	01/16/24	12:10	Surface	1	250ml HDPE	01/16/24	68.8	
3	24-0029T	MW-1	01/16/24	12:30	round Wat	1	250ml HDPE	01/16/24	44.9	
4	24-0030T	MW-2	01/16/24	13:00	round Wat	1	250ml HDPE	01/16/24	23.6	
5	24-0031T	MW-3	01/16/24	13:11	round Wat	1	250ml HDPE	01/16/24	34.9	
6										
7										
8										
9										
10										
11	24-0034T	Fld Blk	01/16/24	14:00	Surface	1	250ml HDPE	01/16/24	0.0	T
	CC 2								Pass	
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	N/A							N/A	
21	Matrix Duplicate	MW-4	01/16/24	12:00	round Wat	2	250ml HDPE	01/16/24	51.4	
	CC 3								Pass	
	Lab Blk 2								0.0	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	01/21/24



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

Task: Wild Heron
Client: Cypress Environmental
DataSetID: WH011624

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

Lab ID #	Field Identification Information							TSS SM 2540-D 0.64 2.13 mgTSS/L	Data Qualifiers =LOD =LOQ
	Station	Collection Date	Time	Depth Code	Repetition Container	Date received at Laboratory			
	SSStd							N/A	
	CC 1							N/A	
	Lab Blk 1							0.0	T
1	24-0027G	MW-4	01/16/24	12:00	found Wat	1	1/2 gal HDPE	01/16/24	NA
2	24-0028G	SW-4	01/16/24	12:10	Surface	1	1/2 gal HDPE	01/16/24	4.7
3	24-0029G	MW-1	01/16/24	12:30	found Wat	1	1/2 gal HDPE	01/16/24	NA
4	24-0030G	MW-2	01/16/24	13:00	found Wat	1	1/2 gal HDPE	01/16/24	NA
5	24-0031G	MW-3	01/16/24	13:11	found Wat	1	1/2 gal HDPE	01/16/24	NA
6									
7									
8									
9									
10									
11	24-0034G	Fld Blk	01/16/24	14:00	Surface	1	1/2 gal HDPE	01/16/24	0.0
	CC 2								N/A
12									
13									
14									
15									
16									
17									
18									
19									
20	Matrix Spike	N/A							N/A
21	Matrix Duplicate	MW-4	01/16/24	12:00	found Wat	2	1/2 gal HDPE	01/16/24	5.0
	CC 3								N/A
	Lab Blk 2								0.0

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	03/09/24



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

Task: Wild Heron
Client: Cypress Environmental
DataSetID: WH011624

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

Field Identification Information									
Lab ID #	Station	Collection		Depth Code	Repetition	Container	Date received at Laboratory	TDS SM	Data Qualifiers
		Date	Time						
	SSStd							N/A	
	CC 1							N/A	
	Lab Blk 1							0.0	T
1	24-0027G	MW-4	01/16/24	12:00	found Wat	1	1/2 gal HDPE	01/16/24	46.7
2	24-0028G	SW-4	01/16/24	12:10	Surface	1	1/2 gal HDPE	01/16/24	NA
3	24-0029G	MW-1	01/16/24	12:30	found Wat	1	1/2 gal HDPE	01/16/24	112.2
4	24-0030G	MW-2	01/16/24	13:00	found Wat	1	1/2 gal HDPE	01/16/24	122.2
5	24-0031G	MW-3	01/16/24	13:11	found Wat	1	1/2 gal HDPE	01/16/24	77.8
6									0.0
7									
8									
9									
10									
11	24-0034G	Fld Blk	01/16/24	14:00	Surface	1	1/2 gal HDPE	01/16/24	0.0
	CC 2								N/A
12									
13									
14									
15									
16									
17									
18									
19									
20	Matrix Spike	N/A							N/A
21	Matrix Duplicate	MW-4	01/16/24	12:00	found Wat	2	1/2 gal HDPE	01/16/24	44.4
	CC 3								N/A
	Lab Blk 2								0.0

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	03/09/24



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

Task: Wild Heron
Client: Cypress Environmental
DataSetID: WH011624

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

Lab ID #	Field Identification Information							Total P	Data	
	Station	Collection Date	Time	Depth Code	Repetition	Container	Date received at Laboratory			
	SSStd							0.304		
	CC 1							0.090		
	Lab Blk 1							0.000	T	
	PQL Std							0.156		
1	24-0027P	MW-4	01/16/24	12:00	round Wat	1	50ml HDPE	01/16/24	0.036	
2	24-0028P	SW-4	01/16/24	12:10	Surface	1	50ml HDPE	01/16/24	0.044	
3	24-0029P	MW-1	01/16/24	12:30	round Wat	1	50ml HDPE	01/16/24	0.151	
4	24-0030P	MW-2	01/16/24	13:00	round Wat	1	50ml HDPE	01/16/24	0.072	
5	24-0031P	MW-3	01/16/24	13:11	round Wat	1	50ml HDPE	01/16/24	0.130	
6										
7										
8										
9										
10										
11	24-0034P	Fld Blk	01/16/24	14:00	Surface	1	50ml HDPE	01/16/24	0.000	T
	CC 2								0.099	
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	MW-4	01/16/24	12:00	round Wat	2	50ml HDPE	01/16/24	0.121	
21	Matrix Duplicate	MW-4	01/16/24	12:00	round Wat	3	50ml HDPE	01/16/24	0.037	
	CC 3								0.095	
	Lab Blk 2								0.000	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	02/03/24

*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

Nitrite - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation

Quality control for Nitrite- Standard Method 4500-NO2-B

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.: WH011624

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0	0	0.000	
WS 2	0.005	0.01	0.004	
WS 3	0.05	0.15	0.053	
WS 4	0.200	0.562	0.196	
*WS 5	0.350	1.01	0.352	% Rec.
SSStd	0.307	0.856	0.298	97.3%
PQLStd	0.155	0.422	0.147	95.0%
CC1	0.200	0.533	0.186	93.0%
CC2	0.200	0.522	0.182	91.1%
CC3	0.200	0.521	0.182	90.9%
LCSD 1			0.000	
LCSD 2			0.000	LOD
L Blk 1			0.000	0.001
F Blk			0.000	0.001
L Blk 2			0.000	0.001

SSStd Lot#	R101769
PQL Lot#	R101763
CC (WS4) Lot#	R101831
Working Stds Lot#	R101831

Analyst: **JIM**
 Analysis Date: **01/17/24**

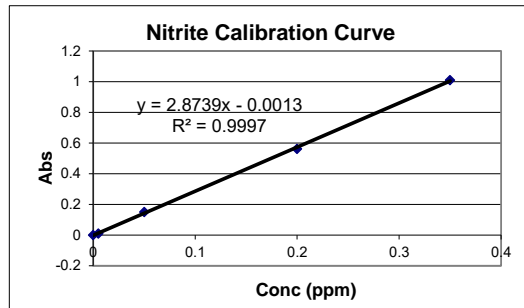
*Standard for high level analysis, leave blank for low level analysis

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	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.

Slope	Intercept	R-Squared
2.873861904	-0.00133729	0.999696448
Matrix Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	0	0.000
Spike: WS 3	0.155	0.054
Matrix Spike Recovery:	107.87%	

first sample	% RSD
LCSD 1	0.0%
LCSD 2	



Reagents

NED Hydrochloride: R101752
 Sulfanilimade: R101804

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 Tallahassee, FL 32301

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.: WH011624

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0	0	0.000	
WS 2	0.13	0.079	0.138	
WS 3	0.53	0.322	0.561	
WS 4	1.07	0.572	0.997	
WS 5	2.03	1.192	2.078	
WS 6	2.70	1.541	2.686	% Rec.
SSStd	1.360	0.799	1.393	102.4%
PQLStd	0.6900	0.412	0.718	104.1%
CC1	0.53	0.32	0.558	105.2%
CC2	0.53	0.33	0.575	108.5%
CC3	0.53	0.32	0.558	105.2%
LCSD 1			1.874	
LCSD 2			1.761	LOD
L Blk 1			0.000	0.016
F Blk			0.000	0.016
L Blk 2			0.000	0.016
SSStd Lot#	R101815			
PQL Lot#	R101814			
CC (WS3) Lot#	R101828			
Working Stds Lot#	R101828			

Analyst: **JIM**
 Analysis Date: **01/17/24**

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

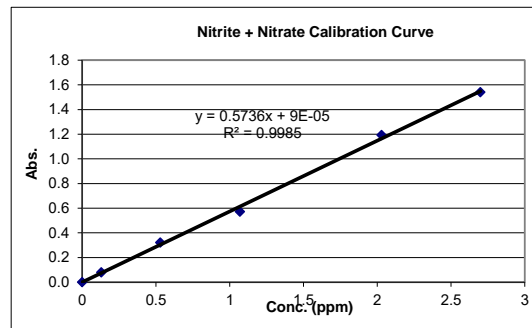
yes/no	
yes	Holding Time must be less than 48 hours
yes	R-squared must be greater than 0.995
yes	SSStd recovery must be between 80% and 120%
yes	CC recovery must be between 90% and 110%
yes	PQLStd recoveries 80% and 120%
yes	Column Efficiency must be between 80% and 120%
yes	Matrix spike recoveries must 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.

Slope	Intercept	R-Squared
0.573603278	8.71376E-05	0.998504075
Matrix Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	1.075	1.874
Spike: WS 3	1.41	2.460
Matrix Spike Recovery:	110.52%	

first sample	% RSD
LCSD 1	4.4%
LCSD 2	

	Abs	Exp. Conc	efficiency
33.3% Nitrite WS5	0.33633	0.117496004	
Nitrate Standard 2	0.079	0.137573939	117.09%



Reagents
 NED Hydrochloride: R101752
 Sulfanilimade: R101804
 Cadmium Column (Reduction Reagent): R101768
 Dilution Solution: R101804

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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.: WH011624

	Smpl Vol (mL)	Tit. Vol (mL)	Exp. Conc. (mg/L)	% Rec.
SSStd	30	2.56	95.2	95.2%
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			52.6	
LCSD 2			51.4	LOD
LBik 1	30	0.000	0.0	0.2
Fld Bik	30	0.000	0.0	0.2
LBik 2	30	0.000	0.0	0.2

	Lot #	Conc. (mg/L)
SSStd	R101640	100
PQLStd	R101570	42.7
CC	R101570	42.7
Mercuric Nitrate Titrant	43041376	0.025

first sample	%RSD
LCSD 1	
LCSD 2	1.6%

Analyst: SEM
 Analysis Date: 01/21/24

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%

Reagents

Titrant: Mercuric Nitrate, Lot 43041376
 Dilute Nitric Acid: R101444

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.

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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.:	WH011624	Weight	Lot #
		0.05	72197
Total Suspended Solids:		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	0	
Lab Blk 2	0	
LCSD 1	4.7	
LCSD 2	5.0	4.9%

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

Analyst: **SEM**
 Analysis Date: **03/09/24**

		Weight	Lot #
		0.05	72197
Total Dissolved Solids:		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	0	
Lab Blk 2	0	
LCSD 1	46.7	
LCSD 2	44.4	3.4%

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

Analyst: **SEM**
 Analysis Date: **03/09/24**

TSS	Day 1	Day 1
	temp, time, initials	temp, time, initials
	temp 1	temp 2
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 > 20 times the MDL)
yes	Dups must be between +/- 25% (low level < 20 times the MDL)
yes	Temperature must be 104 degrees +/- 0.5
yes	Drying time greater than an hour.

TDS	Day 1	Day 1
	temp, time, initials	temp, time, initials
	temp 1	temp 2
Temp. Log, deg C	180.0, 0900, SM	180.0, 1700, 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 > 20 times the MDL)
yes	Dups must be between +/- 25% (low level < 20 times the MDL)
yes	Temperature must be 180 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
 McGlynn Laboratories, Inc., 568 Beverly Ct., 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.

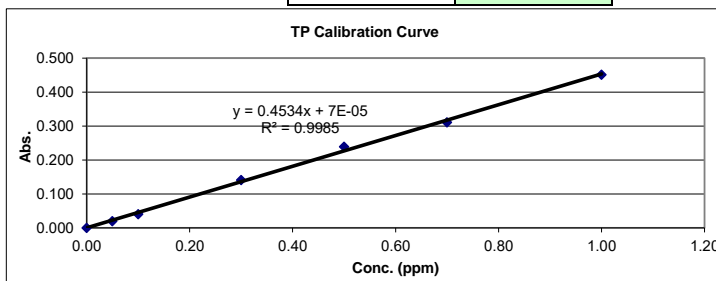
Data Set Id.: WH011624

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0.00	0.000	0.000	
WS 2	0.05	0.020	0.043	
WS 3	0.10	0.040	0.089	
WS 4	0.30	0.141	0.311	
WS 5	0.50	0.239	0.527	
WS 6	0.70	0.311	0.686	
WS 7	1.00	0.451	0.995	% Rec.
SSSTD	0.32	0.138	0.304	96.0%
PQLStd	0.16	0.071	0.156	98.4%
CC1	0.10	0.041	0.090	90.3%
CC2	0.10	0.045	0.099	99.1%
CC3	0.10	0.043	0.095	94.7%
Org P Std	1.00	1.348	1.011	101.1%
LCS D 1			0.035798761	
LCS D 2			0.037342782	LOD
L Blk 1			0.000	0.002
F Blk			0.000	0.002
L Blk 2			0.000	0.002
SSStd Lot#		R101815		
PQL(WS2) Lot#		R101816		
CC (WS3) Lot#		R101802		
Working Std Lot#		R101802		
Org P Std Lot#		R101775		

Slope	Intercept	R-Squared
0.453361702	7.02128E-05	0.998507933

Matrix Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	0.0163	0.036
Spike: WS 3	0.055	0.121
Matrix Spike Recovery:	85.36%	

first sample	% RSD
LCS D 1	3.0%
LCS D 2	



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

McGlynn Labs Digestion Log (Total Phosphorus)

Digested in 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
02/02/24	800	1000	SM	30 min. at a gentle boil.

Analyst: SEM
 Analysis Date: 02/03/24

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	Bkls, all must be less than MDL (except equipment blank)
yes	Duplicates must have a %RSD between +/- 20%

Reagents

Ascorbic Acid (0.01 molar): R101623
 Precombined Reagent: R101679
 Ammonium Molybdate: R101677
 Potassium Antimonyl Tartrate: R101678
 NaOH (10 N): R101811
 pH test strips: Lot# X0031Y494L
 Phenolphthalein Indicator: R101693

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.

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

Field Data Sheet



McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

Task: Wild Heron
Date: 1/16/24
Data Set Id.: WH011624

EcoSense EC300A (cond / salinity)
YSI Digital Prof Series 19C100933 (DO, Temp)
PH Pen: Exttech 218739
Hach Turbidometer, 597454G

Initial Calibration (before sampling)

Surface Water Quality Data

Station:	SW4 MW1						
Date:	1.16.24	12:30					
Time:	12:10						
Sam. Depth (m):	.5 ft						
Sta. Depth (m):	2 ft						
Temp (c):	12.0						
DO (ppm):	11.03						
DO (%):	104.7						
SpC (µS):	108.1						
Sal (ppt):	0						
pH (units):	5.12						
Turbidity (NTU):	9.0						
Secchi (ft):	NA						
Analyst:	Sean McGlynn		Observers:				
Date:	1.16.24						
Time:	14:00						

Note: sampling protocols in MLI SOP revision 17, 10/12/21

SED 4 12:15	MW4 12:00	MW-3 13:11
SED 2 12:28	MW1 12:30	Other samples taken on 1/16/24
	MW2 13:00	

#6.1.8 Field Meter PChem Sheet rev.1
#6.1.8 Rev. 1, 9/1/23
reviewed approved by: KM, QAO

W



For: Cypress Environmental

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: WH021024
Report Date: 03/18/24
Sampled by: McGlynn Laboratories, according to MLI SOP ver. 18
Analyzed by: McGlynn Laboratories, according to MLI SOP ver. 18
Sample Received: 02/10/24

A handwritten signature in black ink that reads "Sean E. McGlynn".

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.



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

Task: Wild Herron
Client: Cypress Environmental
DataSetID: WH021024

Lab ID #	Field Identification Information							Time of Analysis (HH:MM)	Nitrite as N SM 4500-NO2-B 0.001 0.004 mg/L	Data Qualifiers =LOD =LOQ	
	Collection		Repilition		Date received at Laboratory						
	Station	Date	Time	Surface	Container	Depth Code					
	SSStd								Pass		
	CC 1								Pass		
	Lab Blk 1								0.000	T	
	PQL Std								Pass		
1	24-0077F	SW-2	02/10/24	8:15	Surface	1	50ml HDPE	02/10/24		0.004	I
2	24-0078F	SW-1	02/10/24	8:25	Surface	1	50ml HDPE	02/10/04		0.000	T
3	24-0079F	SW-3	02/10/24	8:45	Surface	1	50ml HDPE	02/10/84		0.000	T
4											
5											
6											
7											
8											
9											
10											
11	24-0081F	Fld Blk	02/10/24	9:10	Surface	1	50ml HDPE	02/10/44		0.000	T
	CC 2									Pass	
12											
13											
14											
15											
16											
17											
18											
19											
20	Matrix Spike	SW-2	02/10/24	8:15	Surface	2	50ml HDPE	02/10/24		0.046	
21	Matrix Duplicate	SW-2	02/10/24	8:15	Surface	3	50ml HDPE	02/10/24		0.004	I
	CC 3									Pass	
	Lab Blk 2									0.000	T

Do not: burn, spindle or mutilate!

Analyst SEM
Date 02/10/24



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

Task: Wild Herron
Client: Cypress Environmental
DataSetID: WH021024

Lab ID #	Field Identification Information								Nitrate+Nitrite as N SM 4500-NO3-E 0.016 0.055 mg/L	Data Qualifiers =LOD =LOQ	Nitrate as N calc 0.016 0.055 mg/L	Data Qualifiers =LOD =LOQ	
	Collection		Depth Code	Repetition	Date received at		Time of Analysis (HH:MM)						
	Station	Date	Time	Container	Laboratory								
	SSStd								Pass		N/A		
	CC 1								Pass		N/A		
	Lab Blk 1								0.00	T	0.00		
	PQL Std								Pass		N/A		
1	24-0077F	SW-2	02/10/24	8:15	Surface	1	50ml HDPE	02/10/24		0.00	T	0.00	T
2	24-0078F	SW-1	02/10/24	8:25	Surface	1	50ml HDPE	02/10/04		0.01	T	0.01	T
3	24-0079F	SW-3	02/10/24	8:45	Surface	1	50ml HDPE	02/10/84		0.00	T	0.00	T
4													
5													
6													
7													
8													
9													
10													
11	24-0081F	Fld Blk	02/10/24	9:10	Surface	1	50ml HDPE	02/10/44		0.00	T	0.00	T
	CC 2									Pass		N/A	N/A
12													
13													
14													
15													
16													
17													
18													
19													
20	Matrix Spike	SW-2	02/10/24	8:15	Surface	2	50ml HDPE	02/10/24		0.54		N/A	N/A
21	Matrix Duplicate	SW-2	02/10/24	8:15	Surface	3	50ml HDPE	02/10/24		0.00	T	N/A	N/A
	CC 3									Pass		N/A	N/A
	Lab Blk 2									0.00	T	0.00	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	02/10/24



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

Task: Wild Herron
Client: Cypress Environmental
DataSetID: WH021024

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

Field Identification Information										
Lab ID #	Station	Collection		Depth Code	Repetition	Container	Date received at Laboratory	TSS SM	Data Qualifiers	
		Date	Time							
	SSStd							N/A		
	CC 1							N/A		
	Lab Blk 1							0.0	T	
1	24-0077G	SW-2	02/10/24	8:15	Surface	1	1/2 gal HDPE	02/10/24	40.5	
2	24-0078G	SW-1	02/10/24	8:25	Surface	1	1/2 gal HDPE	02/10/04	25.0	
3	24-0079G	SW-3	02/10/24	8:45	Surface	1	1/2 gal HDPE	02/10/84	25.3	
4										
5										
6										
7										
8										
9										
10										
11	24-0081G	Fld Blk	02/10/24	9:10	Surface	1	1/2 gal HDPE	02/10/44	0.0	T
	CC 2								N/A	
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	N/A							N/A	
21	Matrix Duplicate	SW-2	02/10/24	8:15	Surface	2	1/2 gal HDPE	02/10/24	42.5	
	CC 3								N/A	
	Lab Blk 2								0.0	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	02/15/24



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

Task: Wild Herron
Client: Cypress Environmental
DataSetID: WH021024

Total P	Data
SM	Qualifiers
4500-P-E	=LOD
0.002	=LOQ
0.008	
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							0.341		
	CC 1							0.107		
	Lab Blk 1							0.000	T	
	PQL Std							0.174		
1	24-0077P	SW-2	02/10/24	8:15	Surface	1	50ml HDPE	02/10/24	0.018	
2	24-0078P	SW-1	02/10/24	8:25	Surface	1	50ml HDPE	02/10/04	0.000	T
3	24-0079P	SW-3	02/10/24	8:45	Surface	1	50ml HDPE	02/10/84	0.010	
4										
5										
6										
7										
8										
9										
10										
11	24-0081P	Fld Blk	02/10/24	9:10	Surface	1	50ml HDPE	02/10/44	0.000	T
	CC 2								0.101	
12										
13										
14										
15										
16										
17										
18										
19										
20	Matrix Spike	SW-2	02/10/24	8:15	Surface	2	50ml HDPE	02/10/24	0.123	
21	Matrix Duplicate	SW-2	02/10/24	8:15	Surface	3	50ml HDPE	02/10/24	0.016	
	CC 3								0.105	
	Lab Blk 2								0.000	T

Do not: burn, spindle or mutilate!

Analyst	SEM
Date	03/04/24

*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

Nitrite - QA/QC

The Ultimate Quality Assurance and Quality Control Documentation

Quality control for Nitrite- Standard Method 4500-NO2-B

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.: WH021024

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0	0	0.000	
WS 2	0.005	0.015	0.005	
WS 3	0.05	0.131	0.049	
WS 4	0.200	0.544	0.202	
*WS 5	0.350	0.937	0.349	% Rec.
SSStd	0.307	0.833	0.310	101.2%
PQLStd	0.155	0.411	0.153	98.6%
CC1	0.200	0.531	0.198	98.8%
CC2	0.200	0.524	0.195	97.5%
CC3	0.200	0.537	0.200	99.9%
LCSD 1			0.004	
LCSD 2			0.004	LOD
L Blk 1			0.000	0.001
F Blk			0.000	0.001
L Blk 2			0.000	0.001

SSStd Lot#	R101769
PQL Lot#	R101763
CC (WS4) Lot#	R101831
Working Stds Lot#	R101831

Analyst: SEM
 Analysis Date: 02/10/24

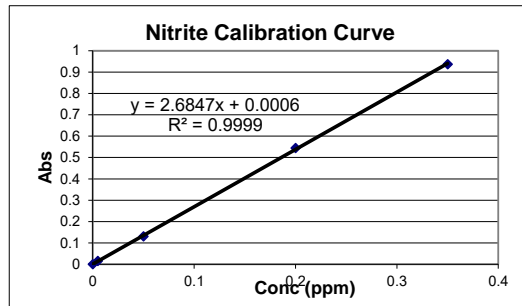
*Standard for high level analysis, leave blank for low level analysis

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	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.

Slope	Intercept	R-Squared
2.684687432	0.000552821	0.999896851
Matirx Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	0.011	0.004
Spike: WS 3	0.125	0.046
Matrix Spike Recovery:	84.93%	

first sample	% RSD
LCSD 1	3.5%
LCSD 2	



Reagents

NED Hydrochloride: R101752
 Sulfanilamide: R101804

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

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.: WH021024

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0	0	0.000	
WS 2	0.13	0.065	0.103	
WS 3	0.53	0.338	0.535	
WS 4	1.07	0.7	1.108	
WS 5	2.03	1.28	2.025	
WS 6	2.70	1.7	2.689	% Rec.
SSStd	1.360	0.89	1.408	103.5%
PQLStd	0.6900	0.478	0.756	109.6%
CC1	0.53	0.351	0.555	104.8%
CC2	0.53	0.361	0.571	107.8%
CC3	0.53	0.358	0.567	106.9%
LCSD 1			0.000	
LCSD 2			0.000	LOD
L Blk 1			0.000	0.016
F Blk			0.000	0.016
L Blk 2			0.000	0.016
SSStd Lot#	R101815			
PQL Lot#	R101814			
CC (WS3) Lot#	R101828			
Working Stds Lot#	R101828			

Analyst: SEM
 Analysis Date: 02/10/24

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

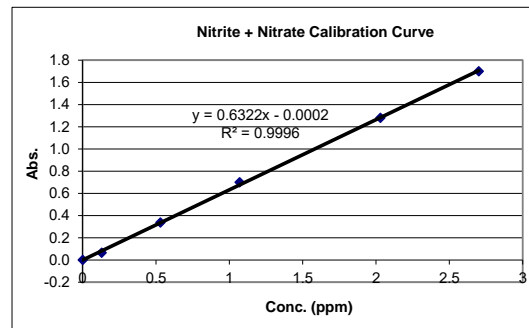
yes/no	
Yes	Holding Time must be less than 48 hours
Yes	R-squared must be greater than 0.995
Yes	SSStd recovery must be between 80% and 120%
Yes	CC recovery must be between 90% and 110%
Yes	PQLStd recoveries 80% and 120%
Yes	Column Efficiency must be between 80% and 120%
Yes	Matrix spike recoveries must 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.

Slope	Intercept	R-Squared
0.632205708	-0.000174812	0.999610877
Matirx Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	0	0.000
Spike: WS 3	0.34	0.540
Matrix Spike Recovery:	101.77%	

first sample	% RSD
LCSD 1	0.0%
LCSD 2	

	Abs	Exp. Conc	efficiency
33.3% Nitrite WS5	0.312021	0.116016552	
Nitrate Standard 2	0.065	0.103091148	88.86%



Reagents

NED Hydrochloride: R101752
 Sulfanilimade: R101804
 Cadmium Column (Reduction Reagent): R101768
 Dilution Solution: R101804

McGlynn Laboratories, Inc.
 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.:	WH021024	Weight	Lot #
		0.05	72197
Total Suspended Solids:		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)	
Lab Bk 1	0	
Fld Bk	0	
Lab Bk 2	0	%RSD
LCSD 1	40.5	
LCSD 2	42.5	3.4%

	TSS (mgTSS/L)	LOD	Dup 1
Lab Bk	0	0.638	Dup 1
Fld Bk	0	0.638	Dup 2

Analyst: SEM
 Analysis Date: 02/15/24

TSS	Day 1	Day 1
	temp, time, initials	temp, time, initials
	temp 1	temp 2
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	LBk 1 must be run before the samples in this set
Yes	LBk 2 must be run after the samples in this set
Yes	Bk's must be less than MDL
Yes	Dups must be between +/- 10% (high level > 20 times the MDL)
Yes	Dups must be between +/- 25% (low level < 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 she McGlynn Laboratories, Inc., 568 Beverly Ct., 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.

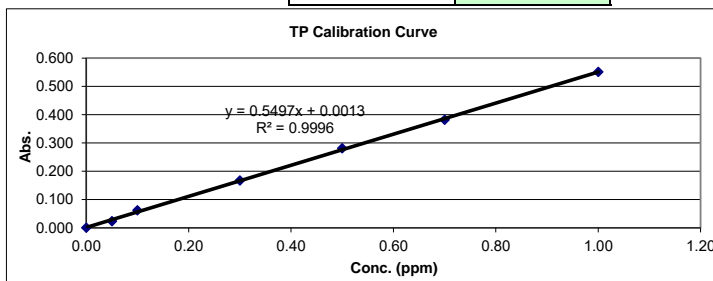
Data Set Id.: WH021024

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0.00	0.000	-0.002	
WS 2	0.05	0.023	0.039	
WS 3	0.10	0.062	0.110	
WS 4	0.30	0.167	0.301	
WS 5	0.50	0.281	0.509	
WS 6	0.70	0.382	0.693	
WS 7	1.00	0.551	1.000	% Rec.
SSSTD	0.32	0.189	0.341	107.7%
PQLStd	0.16	0.097	0.174	109.5%
CC1	0.10	0.060	0.107	106.7%
CC2	0.10	0.057	0.101	101.3%
CC3	0.10	0.059	0.105	104.9%
Org P Std	2.00	0.556	1.011	50.6%
LCSD 1			0.017602298	
LCSD 2			0.015783159	LOD
L Blk 1			0.000	0.002
F Blk			0.000	0.002
L Blk 2			0.000	0.002
SSStd Lot#		R101815		
PQL(WS2) Lot#		R101816		
CC (WS3) Lot#		R101802		
Working Std Lot#		R101802		
Org P Std Lot#		R101775		

Slope	Intercept	R-Squared
0.549710638	0.00132383	0.999570961

Matrix Spike Check		
	Abs.	Exp Conc.(CoPt)
Station: 1st sample	0.011	0.018
Spike: WS 3	0.069	0.123
Matrix Spike Recovery:	105.51%	

first sample	% RSD
LCSD 1	7.7%
LCSD 2	



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

McGlynn Labs Digestion Log (Total Phosphorus)

Digested in 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
03/02/24	800	1000	SM	30 min. at a gentle boil.

Analyst: SEM
 Analysis Date: 03/04/24

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%

Reagents

Ascorbic Acid (0.01 molar): R101623
 Precombined Reagent: R101679
 Ammonium Molybdate: R101677
 Potassium Antimonyl Tartrate: R101678
 NaOH (10 N): R101811
 pH test strips: Lot# X0031Y494L
 Phenolphthalein Indicator: R101693

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.

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

Chain of Custody Record, Std. Water Quality Set



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

Project Name: Wild Horse Wch Crdly
 Project Location: Bay County, FL
 Client: HOA
 Data Set Id: WH021024
 Sampler: [Signature]

Sample Information				Requested Analysis/Preservation/Container										Field Pres. Check	Remarks
Station	Date	Time	Matrix	TSS/TDS, BOD/ ice < 4°C/1/2 gal HDPE	Organics/Chlorophyll ice < 4°C/1L Amber Glass	Turbidity, Cl ₂ , Alk./ ice < 4°C/250ml HDPE	PO ₄ , NO ₂ , NO ₃ , Color/ ice < 4°C, 10ml filtered 0.45µ	Bacterial/ice < 4°C/100ml poly whirlpack	NH ₃ /3 drops H ₂ SO ₄ < pH 2 /50ml HDPE	TKN/3 drops H ₂ SO ₄ < pH 2 /50ml HDPE	TP/3 drops H ₂ SO ₄ < pH 2 /50ml HDPE	Metals/3ml HNO ₃ < pH 2 /250ml HDPE	Organics (pest and herb) (ice < 4°C)		
SW-2	2/10/24	8:15	SW	1										✓	
Temperature upon arrival at McGlynn Laboratories, Inc.															
SW-1	"	8:25	SW	1										✓	
Temperature upon arrival at McGlynn Laboratories, Inc.															
SW-3	"	8:45	SW	1										✓	
Temperature upon arrival at McGlynn Laboratories, Inc.															
Seed-3	2/10/24	9:00	Seed											✓	
Temperature upon arrival at McGlynn Laboratories, Inc.															
Fld Blt	2/10/24	9:10	NA	1										✓	
Temperature upon arrival at McGlynn Laboratories, Inc.															
Temperature upon arrival at McGlynn Laboratories, Inc.															
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: <u>MLI Chevy Colorado</u> 2/10/24															
Relinquished By: <u>[Signature]</u> Date: <u>2/10/24</u> Time: <u>14:30</u>				Notes:											
Received By: <u>[Signature]</u> Date: <u>2/10/24</u> Time: <u>14:30</u>															

Follow all protocols in MLI SOP revision 16, 0819

Chain of Custody Form
(COC)

MLI

Field Data Sheet



McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

Task: <u>Wild Heron</u>
Date: <u>2/10/24</u>
Data Set Id.: <u>WH021024</u>

EcoSense EC300A (cond / salinity)
YSI Digital Prof Series 19C100933 (DO, Temp)
PH Pen: Extech 218739
Hach Turbidometer, 597454G

Initial Calibration (before sampling)

Surface Water Quality Data

Station:	<u>SW-2</u>	<u>SW-1</u>	<u>SW-3</u>	<u>sed 3</u>		
Date:	<u>2/10/24</u>		<u>2/10/24</u>			
Time:	<u>8:15</u>	<u>8:25</u>	<u>8:45</u>	<u>9:00</u>		
Sam. Depth (m):	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>			
Sta. Depth (m):	<u>2.3</u>	<u>1.2</u>	<u>3.1</u>			
Temp (c):	<u>17.3</u>	<u>17.9</u>	<u>17.3</u>			
DO (ppm):	<u>8.13</u>	<u>8.22</u>	<u>8.19</u>			
DO (%):	<u>95.2</u>	<u>95.2</u>	<u>95.2</u>			
SpC (µS):	<u>27,720</u>	<u>27,750</u>	<u>27,540</u>			
Sal (ppt):	<u>17.0</u>	<u>17.0</u>	<u>17.0</u>			
pH (units):	<u>6.82</u>	<u>7.47</u>	<u>7.03</u>			
Turbidity (NTU):	<u>2.1</u>	<u>0.1</u>	<u>9.9</u>			
Secchi (ft):	<u>NA</u>	<u>NA</u>	<u>NA</u>			
Analyst:	<u>Sean Murray</u>			Observers:		
Date:	<u>2/10/24</u>					
Time:	<u>9:20</u>					

Note: sampling protocols in MLI SOP revision 17, 10/12/21

sed 3 (9:00) other sample table

#6.1.8 Field Meter PChem Sheet rev.1
#6.1.8 Rev. 1, 9/1/23
reviewed approved by: KM, QAO

NW



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: WH121622-SED
Report Date: 03/18/24
Sampled by: McGlynn Laboratories, according to MLI SOP ver. 11
Sample Received: 01/16/24

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 Community Development District (CDD)
Client: Lake Powell Residential Golf Community Development District (CDD)

DataSetID: WH121622-SED

Lab ID #	Field Identification Information							Total P	Data	
	Station	Collection Date	Time	Depth Code	Repetition	Container	Date received at Laboratory	SM 4500-P-E 0.003 0.012 (dry) mg/L	Qualifiers =MDL =PQL	
	SSStd							Pass		
	CC 1							Pass		
	Lab Blk 1							0.000	T	
	PQL Std							Pass		
1	24-0033F	SED-2	01/16/24	12:20	sed	1	0.00	01/16/24	0.260	
2	24-0079F	SED-3	02/10/24	9:00	sed	1	0.00	02/10/24	0.378	
3	24-0032F	SED-4	01/16/24	12:15	sed	1	0.00	01/16/24	0.898	
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 03/03/24

*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.: WH121622-SED

	Conc. (ppm)	Abs.	Exp Conc (ppm)	
WS 1	0.00	0.000	-0.012	
WS 2	0.05	0.028	0.045	
WS 3	0.10	0.057	0.104	
WS 4	0.30	0.145	0.283	
WS 5	0.50	0.229	0.453	% Rec.
WS 6	0.70	0.346	0.691	98.7%
WS 7	1.00	0.500	1.004	100.4%
CC1	0.200	0.111	0.214	106.9%
CC2	0.200	0.109	0.210	104.8%
CC3				
L Blk 1			0.000	0.00398632
L Blk 2			0.000	0.00398632

Slope	Intercept	R-Squared
0.4924	0.005758721	0.997443526

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
03/02/24	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:	03/03/24

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

Field pres. check codes
 is checked pH < 2 (sulfuric)
 in checked pH < 2 (nitric)
 t temperature check

McGlynn Labs Inc
 ENVIRONMENTAL LABORATORIES

Project Name: Wild Heron
 Project Location: Day County
 Client: Day County
 Data Set ID: CH0124 W0011624
 Sampler: Sen & Julia McGlynn

Station	Date	Time	Matrix
MW-4	11/6/24	12:00	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
SW-4	11/13/20	5:00	SW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW-1	11/13/20	6:00	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW-2	11/13/20	6:00	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
MW-3	11/13/21	6:00	GW
Temperature upon arrival at McGlynn Laboratories, Inc.			
Sed-4	11/12/15	5:00	Sed
Temperature upon arrival at McGlynn Laboratories, Inc.			
Sed-2	11/12/20	5:00	Sed
Temperature upon arrival at McGlynn Laboratories, Inc.			
PA BIF	11/6/24	11:00	PA
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: [Signature] Date: 11/6/24 Time: 2:00

Received By: [Signature] Date: 11/6/24 Time: 2:00


Follow all protocols in MLI SOP revision 16. 0819

Notes:

#6.1.1 Chain of Custody rev. 4
 #6.1.1, Rev. 4, 11/20/20
 reviewed approved by: KM, OAO

MLI

Field Data Sheet



McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

Task: <u>Wild Heron</u>	<small>EcoSense EC380A (cond / salinity)</small>
Date: <u>1/16/24</u>	<small>YSI Digital Prof Series 19C100933 (DO, Temp)</small>
Data Set Id.: <u>W4011624</u>	<small>PH Pen: Estech 218739</small>
Initial Calibration (before sampling)	<small>Hach Turbidometer, 507454G</small>

Surface Water Quality Data

Station:	<u>SW4</u>	<u>MW4</u>				
Date:	<u>1.16.24</u>	<u>12:30</u>				
Time:	<u>12:10</u>	<u>✓</u>				
Sam. Depth (m):	<u>0.5ft</u>					
Sta. Depth (m):	<u>2ft</u>					
Temp (C):	<u>12.0</u>					
DO (ppm):	<u>11.03</u>					
DO (%):	<u>104.7</u>					
SpC (µS):	<u>108.1</u>					
Sal (ppt):	<u>0</u>					
pH (units):	<u>5.12</u>					
Turbidity (NTU):	<u>9.0</u>					
Secchi ft):	<u>NA</u>					
Analyst:	<u>Sean McGlynn</u>					<small>Collectors</small>
Date:	<u>1.16.24</u>					
Time:	<u>14:00</u>					

Note: sampling protocols in MLI SOP revision 17, 10/2/21

<u>SED 4 12:15</u>	<u>MW4 12:00</u>	<u>MW3 13:11</u>
<u>SED 2 12:28</u>	<u>MW1 12:30</u>	<u>Other samples taken on 1/16/24</u>
	<u>MW2 13:00</u>	

#6-1.5 Field Meter PChem Sheet rev. 1
#6-1.8 Rev. 1, 9/1/23
reviewed approved by: KM, QAO

W

MLI

McGlynn Laboratories, Inc.
Certificate of Analysis

Well Sampling Logs

McGlynn Laboratories, Inc.

Certificate of Analysis



For: Lake Powell Residential Golf Community Development District (CDD)
Cypress Environmental of Bay County, LLC
P.O. Box 16062, Panama City, Florida 32406
Ph: 850-481-6824

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: WH011624 AND WH 021024
Report Date: 03/15/24
Sampled by: McGlynn Laboratories, according to Revision 18, Effective 10/01/23
Analyzed by: McGlynn Laboratories, according to Revision 18, Effective 10/01/23
Sample Received: 01/16/24 and 02/10/24

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.

McGlynn Laboratories, Inc.

Certificate of Analysis

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.

McGlynn Laboratories, Inc.

Certificate of Analysis

Pesticide and Herbicide Data Report

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

Laboratory ID: WH011624 AND WH021024

Lab ID	Sample ID	Matrix	Date Collected	Time Collected	Date Received
24-0027F	MW-4	Ground Water	01/16/24	12:00	01/16/24
24-0028F	SW-4	Surface Water	01/16/24	12:10	01/16/24
24-0029F	MW-1	Ground Water	01/16/24	12:30	01/16/24
24-0030F	MW-2	Ground Water	01/16/24	13:00	01/16/24
24-0031F	MW-3	Ground Water	01/16/24	13:11	01/16/24
24-0077F	SW-2	Surface Water	02/10/24	8:15	02/10/24
24-0078F	SW-1	Surface Water	02/10/24	8:25	02/10/24
24-0079F	SW-3	Surface Water	02/10/24	8:45	02/10/24
24-0033F	SED-2	Sediment	01/16/24	12:20	01/16/24
24-0079F	SED-3	Sediment	02/10/24	9:00	02/10/24
24-0032F	SED-4	Sediment	01/16/24	12:15	01/16/24

McGlynn Laboratories, Inc.

Certificate of Analysis

ANALYTICAL RESULTS

Project ID: WH011624 and WH021024
Laboratory ID: 24-0027F
Analysis Method: EPA 8270
Matrix: Surface Water
Sample ID: **MW4**
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time, and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.009	U	ug/L	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.024	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Surrogate Spike	97		%	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.021	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM, SEM
Surrogate Spike	97		%	1	0.18	0.64	01/30/24, 15:12, SEM, SEM

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0028F
Analysis Method: EPA 8270
Matrix: Surface Water
Sample ID: **SW4**
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time, and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.025	U	ug/L	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Surrogate Spike	98		%	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.030	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.024	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM, SEM
Surrogate Spike	98		%	1	0.18	0.64	01/30/24, 15:12, SEM, 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: WH011624 AND WH021024
Laboratory ID: 24-0029F
Analysis Method: EPA 8270
Matrix: Ground Water
Sample ID: **MW1**
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

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	01/30/24, 15:12, SEM, SEM
Surrogate Spike	97		%	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.007	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.012	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM, SEM
Surrogate Spike	98		%	1	0.18	0.64	01/30/24, 15:12, SEM, SEM

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0030F
Analysis Method: EPA 8270
Matrix: Ground Water
Sample ID: **MW2**
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

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	01/30/24, 15:12, SEM, SEM
Surrogate Spike	98		%	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.032	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Surrogate Spike	98		%	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.008	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM, SEM
Surrogate Spike	97		%	1	0.18	0.64	01/30/24, 15:12, SEM, 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: WH011624 AND WH021024
Laboratory ID: 24-0031F
Analysis Method: EPA 8270
Matrix: Ground Water
Sample ID: **MW3**
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

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	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.025	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Surrogate Spike	97		%	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270,							
Metsulfuron-methyl	0.021	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.18	0.64	01/30/24, 15:12, SEM, SEM

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0077F
Analysis Method: EPA 8270
Matrix: Surface Water
Sample ID: **SW2**
Date Collected: 02/10/24
Date Received: 02/10/24
Sample Extraction: 02/22/24
Sample Analysis: 02/25/24

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time, and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.035	U	ug/L	1	0.10	0.55	02/25/24, 11:42, SEM
Surrogate Spike	97		%	1	0.10	0.55	02/25/24, 11:42, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.025	U	ug/L	1	0.09	0.48	02/25/24, 11:42, SEM
Surrogate Spike	98		%	1	0.09	0.48	02/25/24, 11:42, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.021	U	ug/L	1	0.18	0.64	02/25/24, 11:42, SEM
Surrogate Spike	99		%	1	0.18	0.64	02/25/24, 11:42, 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

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Certificate of Analysis

ANALYTICAL RESULTS

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0078F
Analysis Method: EPA 8270
Matrix: Surface Water
Sample ID: **SW1**
Date Collected: 02/10/24
Date Received: 02/10/24
Sample Extraction: 02/22/24
Sample Analysis: 02/25/24

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	02/25/24, 11:42, 14:22, SEM
Surrogate Spike	99		%	1	0.10	0.55	02/25/24, 11:42, 14:22, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.021	U	ug/L	1	0.09	0.48	02/25/24, 11:42, 14:22, SEM
Surrogate Spike	98		%	1	0.09	0.48	02/25/24, 11:42, 14:22, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.016	U	ug/L	1	0.18	0.64	02/25/24, 11:42, 14:22, SEM
Surrogate Spike	98		%	1	0.18	0.64	02/25/24, 11:42, 14:22, SEM

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0079F
Analysis Method: EPA 8270
Matrix: Sediment
Sample ID: **SW3**
Date Collected: 02/10/24
Date Received: 02/10/24
Sample Extraction: 02/22/24
Sample Analysis: 02/25/24

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	02/25/24, 11:42, SEM
Surrogate Spike	98		%	1	0.10	0.55	02/25/24, 11:42, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.035	U	ug/L	1	0.09	0.48	02/25/24, 11:42, SEM
Surrogate Spike	95		%	1	0.09	0.48	02/25/24, 11:42, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.024	U	ug/L	1	0.18	0.64	02/25/24, 11:42, SEM
Surrogate Spike	99		%	1	0.18	0.64	02/25/24, 11:42, 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

McGlynn Laboratories, Inc.

Certificate of Analysis

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0033F
Analysis Method: EPA 8270
Matrix: Sediment
Sample ID: **SED2**
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time, and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.024	U	ug/L	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.10	0.55	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.035	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Surrogate Spike	99		%	1	0.09	0.48	01/30/24, 15:12, SEM, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.003	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM, SEM
Surrogate Spike	98		%	1	0.18	0.64	01/30/24, 15:12, SEM, SEM

Project ID: WH011624 AND WH021024
Laboratory ID: 24-0079F
Analysis Method: EPA 8270
Matrix: Sediment
Sample ID: **SED3**
Date Collected: 02/10/24
Date Received: 02/10/24
Sample Extraction: 02/22/24
Sample Analysis: 02/25/24

Parameter	Results	DQ	Units	DF	MDL	PQL	Analysis Date, Time, and Technician
SEMIVOLATILES							
Analysis Method: EPA 8270							
Acephate	0.041	U	ug/L	1	0.10	0.55	02/25/24, 11:42, SEM
Surrogate Spike	99		%	1	0.10	0.55	02/25/24, 11:42, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.011	U	ug/L	1	0.09	0.48	02/25/24, 11:42, SEM
Surrogate Spike	98		%	1	0.09	0.48	02/25/24, 11:42, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.054	U	ug/L	1	0.18	0.64	02/25/24, 11:42, SEM
Surrogate Spike	96		%	1	0.18	0.64	02/25/24, 11:42, 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

Project ID: WH011624 AND WH021024

Laboratory ID: 24-0032F

Analysis Method: EPA 8270

Matrix: Sediment

Sample ID: **SED4**

Date Collected: 01/16/24

Date Received: 01/16/24

Sample Extraction: 01/22/24

Sample Analysis: 01/30/24

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	01/30/24, 15:12, SEM
Surrogate Spike	97		%	1	0.10	0.55	01/30/24, 15:12, SEM
Analysis Method: EPA 8270							
Sulfosulfuron	0.021	U	ug/L	1	0.09	0.48	01/30/24, 15:12, SEM
Surrogate Spike	95		%	1	0.09	0.48	01/30/24, 15:12, SEM
Analysis Method: EPA 8270							
Metsulfuron-methyl	0.014	U	ug/L	1	0.18	0.64	01/30/24, 15:12, SEM
Surrogate Spike	98		%	1	0.18	0.64	01/30/24, 15:12, 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 l

McGlynn Laboratories, Inc.

Certificate of Analysis

Quality Control Data for Acephate

Quality Assurance, Quality Control Data
Parameter Analyzed: Acephate
Analysis Method: EPA 8270
Project ID: WH011624 and WH021024
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

Parameter	Blank Result	DQ	Units	Analysis Date, Time, and Technician		
SEMIVOLATILES						
Method Blank						
Analysis Method: EPA 8270						
Acephate	0.0005	U	ug/L	01/30/24, 15:12, SEM		

Parameter	LCB Result	LCB % Rec	Spike Conc	Units	% Rec	Analysis Date, Time, Tec
SEMIVOLATILES						
Laboratory Control Sample						
Analysis Method: EPA 8270						
Acephate	0.504	1008.8%	0.500	ug/L	80-120%	01/30/24, 15:12, 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 for Sulfosulfuron

Quality Assurance, Quality Control Data
Parameter Analyzed: Sulfosulfuron
Analysis Method: EPA 8270
Project ID: WH011624 and WH021024
Date Collected: 01/16/24
Date Received: 01/16/24
Sample Extraction: 01/22/24
Sample Analysis: 01/30/24

Parameter	Blank Result	DQ	Units	Analysis Date, Time, and Technician		
SEMIVOLATILES						
Method Blank						
Analysis Method: EPA 8270						
Sulfosulfuron	0.0011	U	ug/L	01/30/24, 15:12, SEM		

Parameter	LCB Result	LCB % Rec	Spike Conc	Units	% Rec	Analysis Date, Time, Tec
SEMIVOLATILES						
Laboratory Control Sample						
Analysis Method: EPA 8270						
Sulfosulfuron	0.494	98.8%	0.500	ug/L	80-120%	01/30/24, 15:12, 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 for Metsulfuron-methyl

Quality Assurance, Quality Control Data
 Parameter Analyzed: Metsulfuron-methyl
 Analysis Method: EPA 8270
 Project ID: WH011624 and WH021024
 Date Collected: 01/16/24
 Date Received: 01/16/24
 Sample Extraction: 01/22/24
 Sample Analysis: 01/30/24

Parameter	Blank Result	DQ	Units	Analysis Date, Time, and Technician
SEMIVOLATILES				
Method Blank				
Analysis Method: EPA 8270				
Metsulfuron-methyl	0.0001	U	ug/L	01/30/24, 15:12, SEM

Parameter	LCB Result	LCB % Rec	Spike Conc	Units	% Rec	Analysis Date, Time, Tec
SEMIVOLATILES						
Laboratory Control Sample						
Analysis Method: EPA 8270						
Metsulfuron-methyl	0.500	100.0%	0.500	ug/L	80-120%	01/30/24, 15:12, 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 Cross Reference Table

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

Lab ID	Sample ID	Sample Matrix	Date Collected	Time Collected	Date Received
24-0027F	MW-4	Ground Water	01/16/24	12:00	01/16/24
24-0028F	SW-4	Surface Water	01/16/24	12:10	01/16/24
24-0029F	MW-1	Ground Water	01/16/24	12:30	01/16/24
24-0030F	MW-2	Ground Water	01/16/24	13:00	01/16/24
24-0031F	MW-3	Ground Water	01/16/24	13:11	01/16/24
24-0077F	SW-2	Surface Water	02/10/24	8:15	02/10/24
24-0078F	SW-1	Surface Water	02/10/24	8:25	02/10/24
24-0079F	SW-3	Surface Water	02/10/24	8:45	02/10/24
24-0033F	SED-2	Sediment	01/16/24	12:20	01/16/24
24-0079F	SED-3	Sediment	02/10/24	9:00	02/10/24
24-0032F	SED-4	Sediment	01/16/24	12:15	01/16/24

Chain of Custody Record, Std. Water Quality Set

McGlynn Labs Inc
ENVIRONMENTAL LABORATORIES

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

Page 1 of 1

Project Name: <u>Wild Heron</u>				Requested Analysis/Preservation/Container											
Project Location: <u>Bay County</u>				TSS, TDS, BOD/ ice < 4°C/1/2 gal HDPE	Organics/Chlorophyll ice < 4°C/1L Amber Glass	Turbidity, Cl, Alk./ ice < 4°C/250ml HDPE	PO ₄ , NO ₂ , NO ₃ , Color/ ice < 4°C, field filtered 0.45µ	Bacteria/ice < 4°C/100ml poly whirtpack	NH ₃ /3 drops H ₂ SO ₄ < pH 2 /50ml HDPE	TKN/3 drops H ₂ SO ₄ < pH 2 /50ml HDPE	TP/3 drops H ₂ SO ₄ < pH 2 /50ml HDPE	Metals/5ml HNO ₃ < pH 2 /250ml HDPE	Organics (pest and herbicides) ice 24h		
Client: <u>Cypress Environmental</u>															
Data Set Id: <u>CTB011624 WH0011624</u>															
Sampler: <u>Sean & Julia McGlynn</u>															
Sample Information															
Station	Date	Time	Matrix												
MW-4	1/16/24	1200	GW	X	X	X					X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
SW-4	"	1210	SW	X	X	X					X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
MW-1	"	1230	GW	X	X	X					X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
MW-2	"	1300	GW	X	X	X					X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
MW-3	"	1311	GW	X	X	X					X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
Sed-4	"	1215	sed								X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
Sed-2	"	1220	sed								X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
PTA BIE	1/16/24		NA	X	X	X					X	X			
Temperature upon arrival at McGlynn Laboratories, Inc.															
Temperature upon arrival at McGlynn Laboratories, Inc.															
Transportation to Lab Description: <u>MLI Chevy Colorado</u>															
Relinquished By: <u>[Signature]</u>		Date: <u>1/16/24</u>		Time: <u>20:00</u>		Notes:									
Received By: <u>[Signature]</u>		Date: <u>1/16/24</u>		Time: <u>20:00</u>											
Follow all protocols in MLI SOP revision 16, 0819															

#6.1.1 Chain of Custody rev. 4
 #6.1.1, Rev. 4, 11/20/20
 reviewed approved by: KM, QAO

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CERTIFICATE OF ANALYSIS
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Chain of Custody Record, Std. Water Quality Set				Requested Analysis/Preservation/Container										Field Pres. Check	Remarks		
Sample Information																	
Station	Date	Time	Matrix	TSS/DS, BOD/	Organics/Chlorophyll	Turbidity, Cl-, Alk./	PO ₄ , NO ₂ , NO ₃ , 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					
SW-2	2/10/24	8:15	SW	ice < 4°C/1/2 gal HDPE	ice < 4°C/1L Amber Glass	ice < 4°C/250ml HDPE	ice < 4°C, filter filtered 0.45µm	poly whippack	750ml HDPE	650ml HDPE	150ml HDPE	250ml HDPE	Oxygens (pest and herb) (ce > 40)			✓	
SW-1	"	8:25	SW												✓		
SW-3	"	8:45	SW												✓		
SW-3	2/10/24	9:00	SW												✓		
PLD BH	2/10/24	9:10	NA												✓		
Temperature upon arrival at McGlynn Laboratories, Inc.																	
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: <i>[Signature]</i>		Date: 2/10/24		Time: 14:00													
Received By: <i>[Signature]</i>		Date: 2/10/24		Time: 14:30													
Follow all protocols in MLI SOP revision 16, 0819																	

#6.1.1 Chain of Custody rev. 4
 #6.1.1, Rev. 4, 11/20/20
 reviewed approved by: KM, QAO

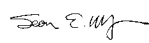
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Well Sampling Logs

MLI Ground Water Well Log, Summary Data, GW-4

SITE NAME: Lake Powell Residential Golf CPD	SITE LOCATION: Bay County, Florida
WELL: GW-4	SAMPLE ID: GW-4
DATE: 01/16/24	

PURGING DATA

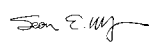
WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	TOTAL DEPTH TO WELL BOTTOM (ft): 20.00	STATIC DEPTH TO WATER (feet): 8.11	PURGE PUMP TYPE: ESP Pump							
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY only fill out if applicable) $= (20.00 \text{ dry feet} - 8.11 \text{ dry feet}) \times 0.16 \text{ gallons/foot} = 1.90 \text{ gallons}$											
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: 11:45	PURGING ENDED AT: 12:00	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)
11:45	2.0	10.0	0.5	2.62	5.95	198.0	54.7	8.2%	5.0	clear	none
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 12:00		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.

MLI Ground Water Well Log, Summary Data, GW-1

SITE NAME: Lake Powell Residential Golf CPD	SITE LOCATION: Bay County, Florida
WELL: GW-1	SAMPLE ID: GW-1
DATE: 01/16/24	

PURGING DATA

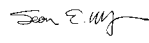
WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	TOTAL DEPTH TO WELL BOTTOM (ft): 14.50	STATIC DEPTH TO WATER (feet): 4.33	PURGE PUMP TYPE OR BAILER: ESP							
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY only fill out if applicable) $= (14.50 \text{ feet} - 4.33 \text{ feet}) \times 0.16 \text{ gallons/foot} = 1.63 \text{ gallons}$											
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): 10.0					
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)
12:15	2.0	10.0	0.70	2.89	5.39	18.0	1372	8.21%	7.0	clear	none
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 12:30		SAMPLING ENDED AT: 12:35		
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 Well Log, Summary Data, GW-2

SITE NAME: Lake Powell Residential Golf CPD	SITE LOCATION: Bay County, Florida
WELL: GW-2	SAMPLE ID: GW-2
DATE: 01/16/24	

PURGING DATA

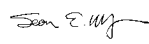
WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	TOTAL DEPTH TO WELL BOTTOM (ft): 20.05	STATIC DEPTH TO WATER (feet): 8.22	PURGE PUMP TYPE OR BAILER: ESP							
WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH - STATIC DEPTH TO WATER) X WELL CAPACITY only fill out if applicable) $= (20.05 \text{ feet} - 8.22 \text{ feet}) \times 0.16 \text{ gallons/foot} = 1.89 \text{ gallons}$											
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: 12:45	PURGING ENDED AT: 13:00	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)
12:45	2.0	10.0	0.70	9.15	6.11	17.6	136.5	11.1%	7.0	clear	none
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 13:00		SAMPLING ENDED AT: 13:05		
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.

MLI Ground Water Well Log, Summary Data, GW-3

SITE NAME: Lake Powell Residential Golf CPD	SITE LOCATION: Bay County, Florida
WELL: GW-3	SAMPLE ID: GW-3
DATE: 01/16/24	

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 3/8	TOTAL DEPTH TO WELL BOTTOM (ft): 18.45	STATIC DEPTH TO WATER (feet): 7.50	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) $= (18.45 \text{ feet} - 7.50 \text{ feet}) \times 0.16 \text{ gallons/foot} = 1.72 \text{ gallons}$											
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: 12:55	PURGING ENDED AT: 13:11	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)
12:55	2.0	10.0	0.70	8.26	5.19	19.5	84.6	9.5%	10.0	clear	none
SAMPLED BY (PRINT) / AFFILIATION: Sean McGlynn / McGlynn Labs Inc			SAMPLER(S) SIGNATURES: 				SAMPLING INITIATED AT: 13:11		SAMPLING ENDED AT: 13:16		
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.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

7A

MEMORANDUM

To: Board of Supervisors

From: District Manager

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

The purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, Florida Statutes, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. There may also be the ability to include training within your existing Board meeting schedule.

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options**4- Hour Course**

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500). (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

2023 Form 1 - Statement of Financial Interests

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILED SAMPLE

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

7B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District (“District”) is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District (“District”) is governed by a five (5)-member Board of Supervisors (“Board”). Member of the Board “Supervisor(s)” are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis (“landowner voting”) or through traditional elections (“resident voting”), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

7C

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2024

State of Florida
COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.]

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. *Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. *Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. *Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

7D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

8

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors of the District desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 6, 2024:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 6, 2024:

Frank Self Assistant Secretary

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

9A



INSPECTION REPORT SUBMITTAL MEMORANDUM

TO: Cindy Cerbone
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road # 410W
Boca Raton, FL 33431

DATE: April 12, 2024
CONSOR JOB NO.: S220171FL.00

RE: D3 Local Government Bridge Inspection - Contract No: CAJ95
Financial ID Nos: 224859-1-72-11, 224858-1-72-11

We are pleased to submit the following final inspection reports:

TRANSMITTED VIA:

US Mail UPS Hand Delivery Pick Up Other: Email

BRIDGE #	Inspection Date	Inspection Type
460167	2/15/2024	Routine

CONSOR Engineers, LLC

**Andrea N. Little
Project Coordinator**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

9B

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

BY: CONSOR Engineers, LLC	STRUCTURE NAME: Not recorded
OWNER: 26 Private (nonRailroad)	YEAR BUILT: 2022
MAINTAINED BY: 26 Private (nonRailroad)	SECTION NO.: 46 000 000
STRUCTURE TYPE: 1 Reinforced Concrete - 22 Channel Beam	MP: 0.300
LOCATION: 0.3 Miles N of SR30A/US98	ROUTE: 00000
SERV. TYPE ON: 1 Highway	FACILITY CARRIED: Wild Heron Way
SERV. TYPE UNDER: 5 Waterway	FEATURE INTERSECTED: Powell Lake

 FUNCTIONALLY OBSOLETE STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/15/2024 UNDERWATER: 2/15/2024

SUFFICIENCY RATING: 79.7
HEALTH INDEX: 87.18

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

BY: CONSOR Engineers, LLC	STRUCTURE NAME: Not recorded
OWNER: 26 Private (nonRailroad)	YEAR BUILT: 2022
MAINTAINED BY: 26 Private (nonRailroad)	SECTION NO.: 46 000 000
STRUCTURE TYPE: 1 Reinforced Concrete - 22 Channel Beam	MP: 0.300
LOCATION: 0.3 Miles N of SR30A/US98	ROUTE: 00000
SERV. TYPE ON: 1 Highway	FACILITY CARRIED: Wild Heron Way
SERV. TYPE UNDER: 5 Waterway	FEATURE INTERSECTED: Powell Lake

- THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
- THIS BRIDGE IS SCOUR CRITICAL
- THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
- FUNCTIONALLY OBSOLETE
- STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/15/2024 UNDERWATER: 2/15/2024

OVERALL NBI RATINGS:

DECK: 7 Good	CHANNEL: 6 Bank Slumping
SUPERSTRUCTURE: 5 Fair	CULVERT: N N/A (NBI)
SUBSTRUCTURE: 5 Fair	SUFF. RATING: 79.7
PERF. RATING: Fair	HEALTH INDEX: 87.18

FIELD PERSONNEL / TITLE / NUMBER:

INITIALS

Diaz, Daniel - Bridge Inspector (CBI #00647) (lead)	DD
Fabian, Marco - Assistant Bridge Inspector	
Diaz, Daniel - Bridge Inspector (CBI #00647) / Lead Diver	DD
Normandy, Christian - Assistant Bridge Inspector / Diver	
Hitchens, Joseph - Assistant Bridge Inspector / Diver	

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Norris, Devon - Bridge Inspector (CBI #00606) DN

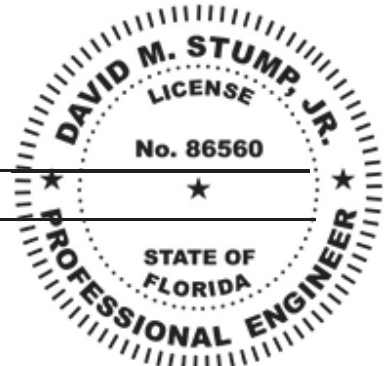
CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Stump, Jr., David M. - Professional Engineer (PE #86560) CONSOR Engineers, LLC
2121 Old Hickory Tree Road
Registry No. 6876
Saint Cloud FL 34772

This item has been digitally signed and sealed by:

SIGNATURE: David M Stump Jr Digitally signed by David M Stump Jr.
DATE: _____ Date: 2024.03.22 11:26:33-04'00'

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



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The official record of this document is the electronic file digitally signed and sealed under Rule 61G15-23.004, F.A.C.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection**

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	16 / 4	Re Conc Top Flange	10198	98	208	2	0	.	0	.	10406 sq.ft
0	1130 / 4	Cracking (RC and Other)	0	.	208	100	0	.	0	.	208 sq.ft
0	510 / 4	Wearing Surfaces	9365	90	0	.	1041	10	0	.	10406 sq.ft
0	3220 / 4	Crack (Wearing Surface)	0	.	0	.	1041	100	0	.	1041 sq.ft

Element Inspection Notes:

- 16/4 CORRECTIVE ACTION
 1) The exposed steel in Span 1 deck underside has been repaired.
 2) Approach guardrails have been installed
- CONDITION STATE 2
 NO CHANGE
 1) The underside of the deck overhang has transverse cracks, 2.0 ft L x 0.02 in W, with efflorescence. (1130 - 208 SF)
- NOTES
 NO CHANGE:
 1) Object markers are not provided (See Photo 1).
 2) There is dirt and debris buildup along the shoulders.
 3) The roadway striping has faded.
 4) There are four utility pipes connected to the deck underside attached in all spans to the following beams: Beams 2, 3, 10, and 11.
- 1130/4 -
- 510/4 CONDITION STATE 3
 NEW:
 1) The asphalt overlay has raveling creating a vertical differential, up to 0.75 in high, along the joints; however sealant has been placed (See Photo 2). (3220 - 126 SF)
- NO CHANGE:
 1) The asphalt overlay has longitudinal cracking, full length x 0.13 in W, in the travel lanes (See Photo 3). (3220 - 915 SF)
- 3220/4 -

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 4	Pourable Joint Seal	301	100	0	.	0	.	0	.	301 ft

Element Inspection Notes:

- 301/4 NOTES
 NEW:
 1) There is raveling and a vertical differential along the joints; however sealant has been placed (See Element 12/510 Re Concrete Deck Wearing Surfaces and Photo 4).
- NO CHANGE:
 1) Joints are not visible due to asphalt overlay.

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
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Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

0	8290 / 4	Channel	1	100	0	.	0	.	0	.	1 (EA)
---	----------	---------	---	-----	---	---	---	---	---	---	--------

Element Inspection Notes:

8290/4 No Notes

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 4	Re Conc Approach Slab	977	97.5	25	2.5	0	.	0	.	1002 sq.ft
0	4000 / 4	Settlement	0	.	25	100	0	.	0	.	25 sq.ft
0	510 / 4	Wearing Surfaces	1002	100	0	.	0	.	0	.	1002 sq.ft

Element Inspection Notes:

321/4 CONDITION STATE 2
NEW:
1) The near approach slab has an erosion hole, 5.0 ft L x 2.5 ft W x 0.58 ft D, along the near left end (See Photo 5). (4000 - 5 SF)
2) The near approach slab is exposed, full length x 0.33 ft H, along the right edge (See Photo 6). (4000 - 20 SF)

NOTES

NO CHANGE:

1) There are transverse cracks, full length x 0.13 in W, at both roadway/approach slab transitions; however, these have been partially filled (See Photo 7).

4000/4 -

510/4 No Notes

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8475 / 4	R/Conc Walls	60	93.75	3	4.69	1	1.56	0	.	64 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	3	75	1	25	0	.	4 ft

Element Inspection Notes:

8475/4 CORRECTIVE ACTION
1) The spalls in the near left wingwall piles have been patched.

CONDITION STATE 2

NO CHANGE:

1) The near left wingwall has a patch, 1.67 ft H x 0.21 ft W, in the far right corner of the third pile. (1080 - 1 FT)
2) The near left wingwall has a patch, 1.17 ft H x 0.42 ft W, in the top southwest corner of the fourth pile. (1080 - 1 FT)
3) The near right wingwall has a patch, 1.0 ft H x 0.29 ft W, in the near left corner of the fourth pile. (1080 - 1 FT)

CONDITION STATE 3

NEW:

1) The far right wingwall has a failed patch with an associated spall, 0.25 ft H x 0.42 ft W x 0.75 in D (See Photo 8). (1080 - 1 FT)

1080/4 -

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FLORIDA DEPARTMENT OF TRANSPORTATION
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Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 4	Re Conc Abutment	58	67.44	20	23.26	8	9.3	0	.	86 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	8	100	0	.	0	.	8 ft
0	1130 / 4	Cracking (RC and Other)	0	.	12	100	0	.	0	.	12 ft

Element Inspection Notes:

215/4

CORRECTIVE ACTION

- 1) The spalls with exposed steel in the near and far backwalls have been patched.
- 2) The spall in Abutment Cap 7 has been patched.

CONDITION STATE 2

NO CHANGE:

- 1) Abutment Cap 1 has map cracking, up to 3.0 ft L x 0.02 in W, in the outside face with efflorescence. (1130 - 3 FT)
- 2) The near backwall has diagonal cracks, up to 4.0 ft L x 0.02 in W. (1130 - 9 FT)
- 3) The near backwall has a patch, 1.5 ft H x 0.17 ft W. (1080 - 1 FT)
- 4) The near backwall has a patch, 0.58 ft H x 0.17 ft W, between Piles 1-4 and 1-5 at the ground level. (1080 - 1 FT)
- 5) The far backwall has a patch, 3.5 ft L x 0.25 ft W, between Piles 7-3 and 7-4. (1080 - 4 FT)
- 6) The far backwall has a patch, 1.0 ft L x 0.50 ft H. (1080 - 1 FT)
- 7) Abutment Cap 7 has a patch, 0.67 ft L x 0.17 ft H, under Beam 4. (1080 - 1 FT)

NOTES

NO CHANGE:

- 1) The far backwall has cracking/delaminations in the skim coating.

1080/4

-

1130/4

-

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	227 / 4	Re Conc Pile	0	.	34	69.39	15	30.61	0	.	49 (EA)
0	1080 / 4	Delamination/Spall/Patched Area	0	.	34	85	6	15	0	.	40 (EA)
0	1130 / 4	Cracking (RC and Other)	0	.	0	.	9	100	0	.	9 (EA)

Element Inspection Notes:

227/4

CORRECTIVE ACTION

- 1) The spalls in Piles 2-3 and 5-4 have been patched.

CONDITION STATE 2

NO CHANGE:

- 1) All piles have abrasion, 0.04 in deep, in the splash zone. (1190 - NO QTY)
- 2) There are spalls, 0.42 ft diameter x 0.50 in deep, throughout all piles. (1080 - 31 EA)
- 3) Pile 2-3 has a patch, 0.50 ft H x 0.21 ft W, 5.0 ft below the bent cap. (1080 - 1 EA)
- 4) Pile 5-4 has a patch, 0.50 ft H x 0.25 ft W, 5.0 ft below the bent cap in the near right corner. (1080 - 1 EA)
- 5) Pile 7-3 has a patch, 1.0 ft H X 0.33 ft W, in the near right corner. (1080 - 1 EA)

CONDITION STATE 3

NEW:

- 1) Pile 1-1 has a failing patch, 1.6 ft H x 0.25 ft W, in the near left corner, 0.75 ft

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DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

below the cap (See Photo 9). (1080 - 1 EA)
 2) Pile 4-6 has a spall, 0.67 ft H x 0.33 ft W x 0.30 ft D, in the far left corner (See Photo 10). (1080 - 1 EA)
 3) Pile 5-4 has a spall, 0.67 ft H x 0.25 ft W x 0.08 ft D, 5.0 ft below the bent cap, in the far left corner (See Photo 11). (1080 - 1 EA)

NO CHANGE:

1) Pile 2-7 has a crack, 0.06 in wide, in the far left side (See Photo 12). (1130 - 1 EA)
 2) Piles 3-2, 3-3, 5-1, 5-2, and 5-3 have a vertical crack, 1.0 ft H x 0.06 in W, with corrosion bleed out, starting at the channel bottom in the right face (See Photo 13). (1130 - 4 EA)
 3) Pile 3-4 has cracks, 0.06 in wide, with corrosion bleed out, in the left and right face (See Photo 13). (1130 - 1 EA)
 4) Pile 5-1 has a spall, 0.67 ft H x 0.17 ft W x 0.50 in D, 4.0 ft below the bent cap in the far corner (See Photo 14). (1080 - 1 EA)
 5) Pile 5-6 has a failing patch, 0.33 ft H X 0.42 ft W, at the bent cap, in the near right corner (See Photo 15). (1080 - 1 EA)
 6) Pile 7-1 has a spall, 0.75 ft H x 0.50 ft W x 0.17 ft D, with one piece of exposed steel, 0.50 ft below the bent cap in the near left corner; not observed during this inspection. (1080 - NO QTY)
 7) Piles 7-1, 7-2, 7-4, and 7-5 have a cracks, 1.0 ft H x 0.06 in W, starting at the channel bottom in the near face (See Photo 12). (1130 - 3 EA)
 8) Pile 7-7 has a failing patch, 1.58 ft H x 0.33 ft W, in the far right corner, adjacent to the far backwall (See Photo 15). (1080 - 1 EA)

1080/4 -

1130/4 -

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 4	Re Conc Pier Cap	181	84.19	24	11.16	10	4.65	0	.	215 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	1	100	0	.	0	.	1 ft
0	1130 / 4	Cracking (RC and Other)	0	.	23	69.7	10	30.3	0	.	33 ft

Element Inspection Notes:

234/4

CORRECTIVE ACTION

- 1) The spall in Bent Cap 4 has been patched.
- 2) The crack in the near and far faces of Bent Cap 6 has been repaired.

CONDITION STATE 2

NEW:

- 1) Bent Cap 6 has a diagonal crack, 0.83 ft L x 0.02 in W, with efflorescence, under Beam 6-1. (1130 - 1 FT)

NO CHANGE:

- 1) There are vertical cracks, up to 2.0 ft H x 0.02 in W, with efflorescence randomly throughout the bent caps. (1130 - 22 FT)
- 2) Bent Cap 4 has a patch, 0.33 ft H x 0.42 ft L, in the far right face. (1080 - 1 FT)

CONDITION STATE 3

NO CHANGE:

- 1) Bent Cap 6 has a repaired crack, 0.06 in wide, extending around the near and far faces of the left end (See Photo 16). (1130 - 10 FT)

1080/4 -

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

1130/4 -

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	310 / 4	Elastomeric Bearing	288	100	0	.	0	.	0	.	288 each

Element Inspection Notes:

310/4 No Notes

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	110 / 4	Re Conc Opn Girder/Beam	2806	98.66	33	1.16	5	0.18	0	.	2844 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	33	100	0	.	0	.	33 ft
0	1130 / 4	Cracking (RC and Other)	0	.	0	.	5	100	0	.	5 ft

Element Inspection Notes:

110/4

CORRECTIVE ACTION

- 1) The spalls in Beams 1-1, 1-6, 1-8, 2-11, 4-5, 5-12, and 6-4 have been patched.
- 2) The delamination in the midspan diaphragm of Beam 3-8 has been repaired.
- 3) The spalls in the midspan diaphragm of Beams 5-5 and 5-8 have been patched.

CONDITION STATE 1**NO CHANGE:**

- 1) All beams have vertical cracks, up to 1.67 ft H x 0.01 in W, in both faces of each leg, emanating from bolt connection hardware at midspan.

CONDITION STATE 2**NEW:**

- 1) Beam 1-12, right leg has a spall, 0.38 ft L x 0.42 ft W x 0.50 in D, at Bent Cap 2. (1080 - 1 FT)

NO CHANGE:

- 1) Beam 1-1, left leg has a patch, 0.33 ft L x 0.67 ft W, adjacent to the abutment. (1080 - 1 FT)
- 2) Beam 1-6, right leg has a patch, 1.0 ft H x 0.67 ft L. (1080 - 1 FT)
- 3) Beam 1-8, left leg has a patch, 0.92 ft L x 0.67 ft W, at Bent Cap 2, in the bottom face. (1080 - 1 FT)
- 4) Beam 2-11, left leg has a patch, 0.83 ft H x 0.17 ft L, 5.0 ft from Bent Cap 3, in the left face. (1080 - 1 FT)
- 5) Beam 4-5, right leg has a patch, 0.83 ft L x 0.58 ft W, 7.0 ft from Bent Cap 4, in the bottom face. (1080 - 1 FT)
- 6) Beam 5-12, right leg has a patch, 25.0 ft L x 0.83 ft H. (1080 - 25 FT)
- 7) Beam 6-4, right leg has a patch, 1.5 ft L x 0.50 ft W, 15.0 ft from Bent Cap 6. (1080 - 2 FT)

CONDITION STATE 3**NO CHANGE:**

- 1) The bottom left face of Beam 4-12 has a spall/delamination, full length x 0.58 ft H x 0.13 ft D, with two areas of exposed steel, 2.0 ft long, with 10% section loss; not observed during this inspection. (1090 - NO QTY)
- 2) Beam 5-1, left leg has a longitudinal crack, 0.13 in wide, with corrosion bleed out, adjacent to midspan diaphragm and extending to the bent cap (See Photo 17). (1130 - 5 FT)

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Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

NO CHANGE:

- 1) The diaphragm of Beam 1-3 has a delamination, 2.08 ft W x 1.08 ft H, adjacent to the near abutment.
- 2) The midspan diaphragm of Beam 3-8 has a patch, 0.25 ft H x 1.17 ft W, in the near face.
- 3) The midspan diaphragm of Beam 5-5 has a patch, 0.42 ft L x 0.83 ft W, in the bottom face.
- 4) The midspan diaphragm of Beam 5-8 has a patch, 0.42 ft L x 0.83 ft W, in the bottom face.

1080/4 -

1130/4 -

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	331 / 4	Re Conc Bridge Railing	449	92.77	34	7.02	1	0.21	0	.	484 ft
0	1090 / 4	Exposed Rebar	0	.	4	100	0	.	0	.	4 ft
0	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	1	100	0	.	1 ft
0	1130 / 4	Cracking (RC and Other)	0	.	30	100	0	.	0	.	30 ft

Element Inspection Notes:

331/4 CONDITION STATE 2

NEW:

- 1) The right bridge rail has spalls, up to 0.25 ft diameter x 0.50 in deep, with exposed steel. (1090 - 4 FT)

NO CHANGE:

- 1) The bridge rails have vertical cracks, full height x 0.02 in W, with efflorescence, throughout. (1130 - 30 FT)

CONDITION STATE 3

NO CHANGE:

- 1) The right bridge rail has an area of corrosion bleed out in Span 4 (See Photo 18). (1120 - 1 FT)

1090/4 -

1120/4 -

1130/4 -

Total Number of Elements*: 11

*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

Inspector Recommendations

UNIT: 0 DECKS**ELEMENT/ENV: 16 / 4 Re Conc Top Flange****ELEM CATEGORY: Decks/Slabs**

CONDITION STATE		PRIORITY
1, 2	MMS Quantity: 1 sf Element Estimated Quantity: 1 sq.ft	3
WORK ORDER RECOMMENDATION: Object markers; install at all four bridge corners.		

ELEMENT/ENV: 16:510:3220 / 4 Crack (Wearing Surface)**ELEM CATEGORY: Decks/Slabs**

CONDITION STATE		PRIORITY
3	MMS Quantity: 1 sf Element Estimated Quantity: 915 sq.ft	3
WORK ORDER RECOMMENDATION: Deck asphalt overlay; seal longitudinal cracks.		
3	MMS Quantity: 1 sf Element Estimated Quantity: 126 sq.ft	3
WORK ORDER RECOMMENDATION: Deck asphalt overlay; repair areas of heaving along joints.		

UNIT: 0 MISCELLANEOUS**ELEMENT/ENV: 321 / 4 Re Conc Approach Slab****ELEM CATEGORY: Other Elements**

CONDITION STATE		PRIORITY
1, 2	MMS Quantity: 1 sf Element Estimated Quantity: 1 sq.ft	3
WORK ORDER RECOMMENDATION: Approach roadway/slab transition; seal transverse cracks.		

ELEMENT/ENV: 321:4000 / 4 Settlement**ELEM CATEGORY: Other Elements**

CONDITION STATE		PRIORITY
2	MMS Quantity: 1 sf Element Estimated Quantity: 25 sq.ft	3
WORK ORDER RECOMMENDATION: Near approach slab; fill areas of erosion.		

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Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

Inspector Recommendations

UNIT: 0 SUBSTRUCTURE
ELEMENT/ENV: 227:1130 / 4 Cracking (RC and Other) ELEM CATEGORY: Substructure

CONDITION STATE		PRIORITY
3	MMS Quantity: 1 mh Element Estimated Quantity: 6 (EA)	3
WORK ORDER RECOMMENDATION: Piles 2-7 3-2 3-3 3-4 5-1 5-2 and 5-3; clean and epoxy inject cracks.		

UNIT: 0 SUPERSTRUCTURE
ELEMENT/ENV: 110:1130 / 4 Cracking (RC and Other) ELEM CATEGORY: Superstructure

CONDITION STATE		PRIORITY
3	MMS Quantity: 1 mh Element Estimated Quantity: 5 ft	3
WORK ORDER RECOMMENDATION: Beam 5-1; epoxy inject crack.		

Structure Notes

Bridge entered 3/16/2022 1:59:08 PM by userid KNIEIDS

During the 2/15/2024 Element 12 - Re Concrete Deck was changed to Element 16 - Re Conc Top Flange based on field observations.

INSPECTION NOTES: MPAA 2/15/2024

Sufficiency Rating Calculation Accepted by KNIEIAN at 3/21/2024 3:53:50 PM
UW TANK = 2/15/24
Sufficiency Rating Calculation Accepted by KNIEIAN at 4/28/2022 3:24:15 PM
UW TANK = 2/28/22

TRAFFIC RESTRICTIONS: The bridge is not posted. Based on our recent (2024) field inspection and the 2022 load capacity analysis, posting restrictions are not considered necessary at this time.

The load rating currently filed in the Department's Electronic Document Management System, sealed on 4/28/2022 by David M. Stump, Jr., P.E., was reviewed by David M. Stump, Jr., P.E., and found to be complete and applicable.

FLORIDA DEPARTMENT OF TRANSPORTATION
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Structure ID: 460167

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16 - Re Conc Top Flange

Photo 1: Object markers are not provided



16 - Re Conc Top Flange (510 - Wearing Surfaces)

Photo 2: Raveling and vertical differential in deck asphalt overlay along the joints

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16 - Re Conc Top Flange (510 - Wearing Surfaces)

Photo 3: Typical longitudinal crack in deck asphalt overlay



301 - Pourable Joint Seal

Photo 4: Sealed cracks with asphalt overlay raveling along the joints

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321 - Re Conc Approach Slab

Photo 5: Erosion hole along the near left end of Approach Slab 1



321 - Re Conc Approach Slab

Photo 6: Exposed shoulder along the right edge of Approach Slab 1

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection**

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA



321 - Re Conc Approach Slab

Photo 7: Typical crack at approach roadway/slab transition



8475 - R/Conc Walls

Photo 8: Failed patch and associated spall in the far right wingwall

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA



227 - Re Conc Pile

Photo 9: Failing patch in the near left corner of Pile 1-1



227 - Re Conc Pile

Photo 10: Spall in the far left corner of Pile 4-6

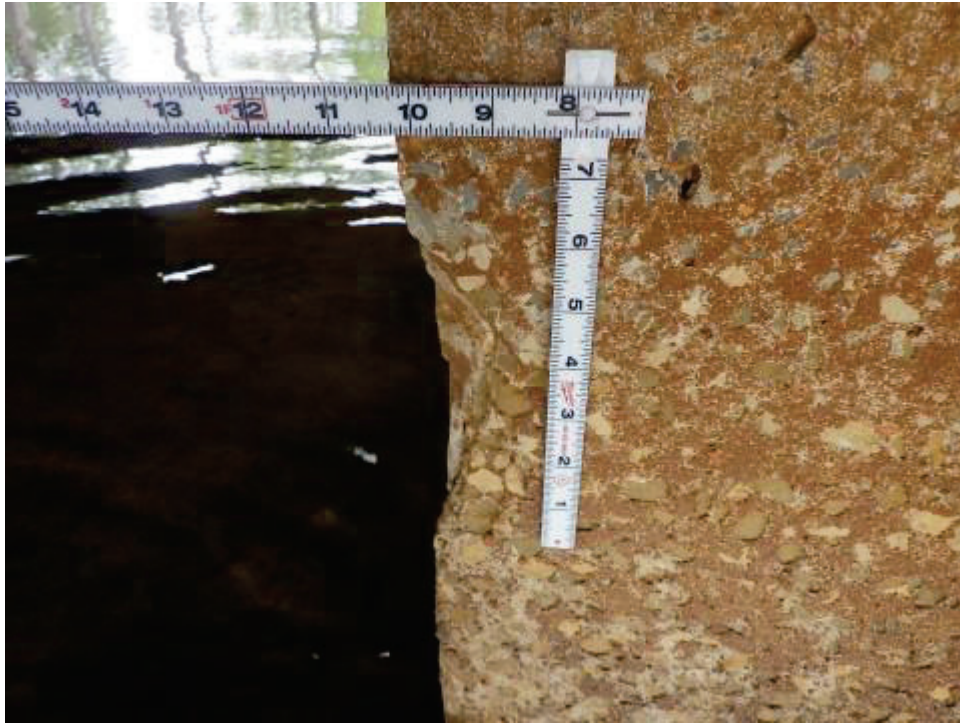
This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA



227 - Re Conc Pile

Photo 11: Spall in the far left corner of Pile 5-4



227 - Re Conc Pile

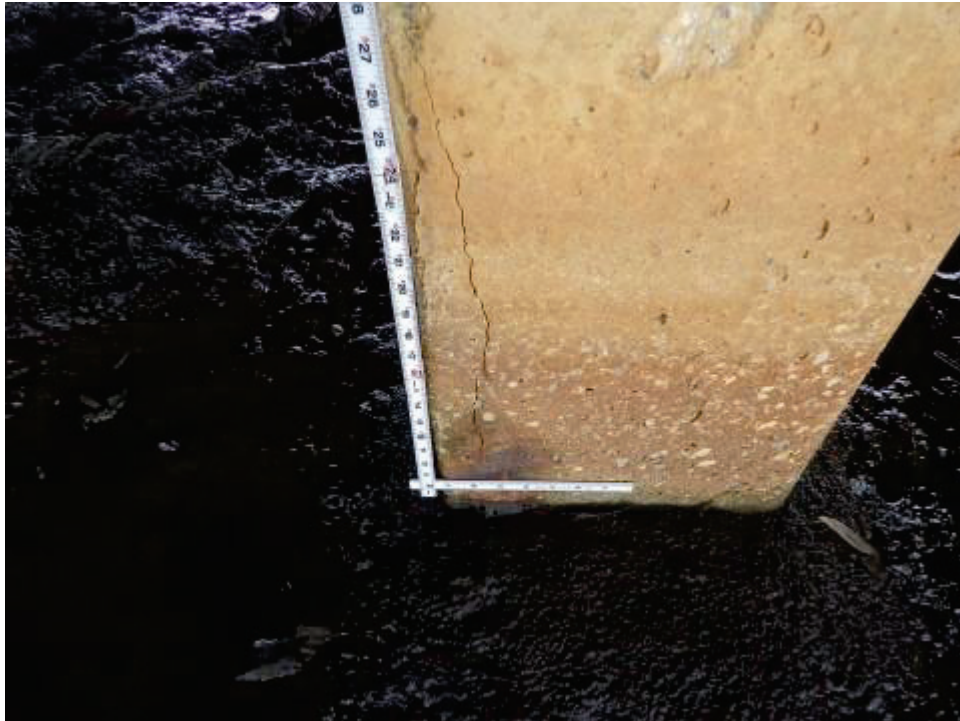
Photo 12: Typical crack in pile

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167
DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA



227 - Re Conc Pile

Photo 13: Typical crack with corrosion bleed out in pile



227 - Re Conc Pile

Photo 14: Typical spall in pile

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA



227 - Re Conc Pile

Photo 15: Typical failing patch in pile



234 - Re Conc Pier Cap

Photo 16: Repaired crack in the left end of Bent Cap 6

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection**

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA



110 - Re Conc Opn Girder/Beam

Photo 17: Crack with corrosion bleed out in the left leg of Beam 5-1



331 - Re Conc Bridge Railing

Photo 18: Area of corrosion bleed out in right bridge rail in Span 4

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection**

Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPAA



Looking on With Station

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM Inspection/CIDR/Bridge Profile Report Inspection

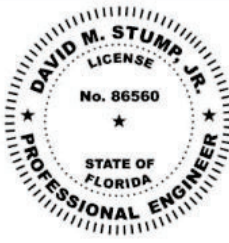
Structure ID: 460167

DISTRICT: D3 - Chipley

INSPECTION DATE: 2/15/2024 MPA

Bridge No.	460167	Analysis Method:	LRFR-LRFD	FDOT Bridge Load Rating Summary Form (Page 1 of 1)
Location	Wild Heron Way over Powell Lake			
Description	6 Span, Precast Reinforced Concrete Channel Beams (40.0' Span)			

Rating Type	Rating Type	Gross Axle Weight (tons)	Moment/Shear/Service		Dead Load Factor	Live Load Factor	Live Load Distrib. Factor (axles)	Rating Factor	Span No. - Girder No., Interior/Exterior, %Span Length	RF Weight (tons)
Level	Vehicle	Weight	Member Type	Limit	DC	LL	LLDF	RF	Governing Location	RATING
Inventory	HL93	36	Reinf. Concrete	Strength, Moment	1.25/0.90	1.75	0.340	1.210	Beam 10, 50% Span	43.6
Operating	HL93	36	Reinf. Concrete	Strength, Moment	1.25/0.90	1.35	0.340	1.570	Beam 10, 50% Span	56.5
Permit	FL120	60	Reinf. Concrete	Strength, Moment	1.25/0.90	1.35	0.340	1.220	Beam 10, 50% Span	73.2
Permit Max Span	FL120	60	Reinf. Concrete	Strength, Moment	1.25/0.90	1.35	0.340	1.220	Beam 10, 50% Span	73.2
Legal	SU2	17	Member Type	Limit Test	NA	NA				-1
	SU3	33	Member Type	Limit Test	NA	NA				-1
	SU4	35	Member Type	Limit Test	NA	NA				-1
	C3	28	Member Type	Limit Test	NA	NA				-1
	C4	36.7	Member Type	Limit Test	NA	NA				-1
	C5	40	Member Type	Limit Test	NA	NA				-1
Emergency Vehicle (EV)	EV2	28.75	Member Type	Limit Test	NA	NA				-1
	EV3	43	Member Type	Limit Test	NA	NA				-1

Original Design Load	HS20 or HS20-S16-44	Performed by:	A. Allen	Date:	03/31/22
Rating Type, Analysis	LRFR-LRFD	Checked by:	D. Diaz, EI	Date:	04/15/22
Distribution Method	AASHTO Formula	 <p style="font-size: small; margin: 0;">This item has been digitally signed and sealed by: David M Stump David M Stump, Jr. 2022.04.28 16:12:01 -04:00 on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. 1560 Capital Circle NW, Suite 9 Tallahassee, FL 32303 dstump@consoreng.com</p>			
Impact Factor	33.0% (axle loading)				
FL120 Gov. Span Length	40.0 (feet)				
Minimum Span Length	40.0 (feet)				
Recommended Posting	At/Above legal loads. Posting Not Required.				
Recommended SU Posting	99 (tons)				
Recommended C Posting	99 (tons)				
Recommended STS Posting	99 (tons)				
Owner	26 Private (other than railroad)				
Location	Neither interstate traffic nor within 1 mile reasonable access to an interstate No. EV posting is not recommended. The FAST Act does not apply.				
EV Posting					
Floor Beam Present?	No				
Segmental Bridge?	No				
Project No. & Reason	22485817211 New Bridge				
Plans Status	Design or Construction				

This 01-01-2022 summary follows the FDOT Bridge Load Rating Manual (BLRM), and the FDOT BMS Coding Guide.
*Recommended SU Posting levels for Florida SU trucks adequately restricts AASHTO SU trucks; see BLRM Chapter 7. fdot.gov/maintenance/LoadRating.shtm

Load Rating Summary

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

**Inspection/CIDR/Bridge Profile Report
CIDR**

REPORT ID: INSP005

Structure ID: 460167

DATE PRINTED: 3/21/2024

Description

Structure Unit Identification

Bridge/Unit Key: 460167 1
 Structure Name:
 Description: MAIN SPAN 1
 Type: M - Main

Roadway Identification

NBI Structure No (8): 460167
 Position/Prefix (5): 1 - Route On Structure
 Kind Hwy (Rte Prefix): 5 City Street
 Design Level of Service: 1 Mainline
 Route Number/Suffix: 00000 / 0 N/A (NBI)
 Feature Intersect (6): Powell Lake
 Critical Facility: Not Defense-crit
 Facility Carried (7): Wild Heron Way
 Mile Point (11): 0.3
 Latitude (16): 030d15'53.0" Long (17): 085d57'14.0"

Roadway Traffic and Accidents

Lanes (28): 2 Medians: 0 Speed: 35 mph
 ADT Class: 1 ADT Class 1
 Recent ADT (29): 500 Year (30): 2022
 Future ADT (114): 550 Year (115): 2042
 Truck % ADT (109): 0
 Detour Length (19): 99.0 mi
 Detour Speed: 35 mph
 Accident Count: Rate:

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
 National base Net (12): 0 - Not on Base Network
 LRS Inventory Rte (13a): 46 000 000 Sub Rte (13b): 00
 Functional Class (26): 19 Urban Local
 Federal Aid System: OFF
 Defense Hwy (100): 0 Not a STRAHNET hwy
 Direction of Traffic (102): 2 2-way traffic
 Emergency:

Roadway Clearances

Vertical (10): 99.99 ft Appr. Road (32): 43 ft
 Horiz. (47): 43 ft Roadway (51): 43 ft
 Truck Network (110): 0 Not part of natl netwo
 Toll Facility (20): 3 On free road
 Fed. Lands Hwy (105): 0 N/A (NBI)
 School Bus Route:
 Transit Route:

NBI Project Data

Proposed Work (075A): Not Applicable (P)
 Work To Be Done By (075B): Not Applicable (P)
 Improvement Length (076): 0 ft

Improvement Cost (094): \$ 0.00
 Roadway Improvement Cost (095): \$ 0.00
 Total Cost (096): \$ 0.00
 Year of Estimate (097):

NBI Rating

Channel (61): 6 Bank Slumping
 Deck (58): 7 Good
 Superstructure (59): 5 Fair
 Substructure (60): 5 Fair

Culvert (62): N N/A (NBI)
 Waterway (71): 7 Above Minimum
 Unrepaired Spalls:
 Review Required:

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR/Bridge Profile Report

REPORT ID: INSP005

Structure ID: 460167

CIDR

DATE PRINTED: 3/21/2024

Structure Identification

Admin Area: Bay County
 District (2): D3 - Chipley
 County (3): (46) Bay
 Place Code (4): No city involved
 Location (9): 0.3 Miles N of SR30A/US98
 Border Br St/Reg (98): Not Applicable (P) Share: 0 %
 Border Struct No (99):
 FIPS State/Region (1): 12 Florida Region 4-Atlanta
 NBIS Bridge Len (112): Y - Meets NBI Length
 Parallel Structure (101): No || bridge exists
 Temp. Structure (103): Not Applicable (P)
 Maint. Resp. (21): 26 Private (nonRailroad)
 Owner (22): 26 Private (nonRailroad)
 Historic Signif. (37): 5 Not eligible for NRHP

Structure Type and Material

Curb/Sidewalk (50): Left: 1.17 ft Right: 1.17 ft
 Bridge Median (33): 0 No median
 Main Span Material (43A): 1 Reinforced Concrete
 Appr Span Material (44A): Not Applicable (P)
 Main Span Design (43B): 22 Channel Beam
 Appr Span Design (44B): Not Applicable (P)

Appraisal

Structure Appraisal

Open/Posted/Closed (41): A Open, no restriction
 Deck Geometry (68): 9 Above Desirable Crit
 Underclearances (69): N Not applicable (NBI)
 Approach Alignment (72): 8-No Speed Red thru Curv
 Bridge Railings (36a): 1 Meets Standards
 Transitions (36b): 1 Meets Standards
 Approach Guardrail (36c): 1 Meets Standards
 Approach Guardrail Ends (36d): 1 Meets Standards
 Scour Critical (113): U Unknown Foundation

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
 Under (reference) (54a): N Feature not hwy or RR
 Under (54b): 0 ft

Schedule

Current Inspection

Inspection Date: 02/15/2024
 Inspector: KNIEIDB - Daniel Diaz
 Bridge Group: CAJ95
 Alt. Bridge Group:
 Primary Type: Regular NBI
 Review Required:

Geometrics

Spans in Main Unit (45): 6
 Approach Spans (46): 0
 Length of Max Span (48): 40 ft
 Structure Length (49): 240 ft
 Total Length: 280 ft
 Deck Area: 10406 sqft
 Structure Flared (35): 0 No flare

Age and Service

Year Built (27): 2022
 Year Reconstructed (106): 0
 Type of Service On (42a): 1 Highway
 Under (42b): 5 Waterway
 Fracture Critical Details: Not Applicable

Deck Type and Material

Deck Width (52): 43 ft
 Skew (34): 0 deg
 Deck Type (107): 1 Concrete-Cast-in-Place
 Surface (108): 0 None
 Membrane: 0 None
 Deck Protection: None

Navigation Data

Navigation Control (38): Permit Not Required
 Nav Vertical Clr (39): 0 ft
 Nav Horizontal Clr (40): 0 ft
 Min Vert Lift Clr (116): 0 ft
 Pier Protection (111): Not Applicable (P)

NBI Condition Rating

Sufficiency Rating: 79.7
 Health Index: 87.18
 Structural Eval (67): 5 Above Min Tolerable
 Deficiency: Not Deficient

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
 Right Side (55b): 0 ft
 Left Side (56): 0 ft

Next Inspection Date Scheduled

NBI: 02/15/2026
 Element: 02/15/2026
 Fracture Critical:
 Underwater: 02/15/2026
 Other/Special:
 Inventory Photo Update Due: 02/28/2032

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

**Inspection/CIDR/Bridge Profile Report
CIDR**

REPORT ID: INSP005

Structure ID: 460167

DATE PRINTED: 3/21/2024

Schedule Cont.

Inspection Types Performed

NBI Element Fracture Critical Underwater Other Special

Inspection Intervals Required (92) Frequency (92) Last Date (93) Inspection Resources

Fracture Critical	<input type="checkbox"/>	mos			Crew Hours: 13
Underwater	<input checked="" type="checkbox"/>	24 mos	02/15/2024		Flagger Hours: 0
Other Special	<input type="checkbox"/>	mos			Helper Hours: 0
NBI		24 mos	(91) 02/15/2024	(90)	Snooper Hours: 0
					Special Crew Hours: 0
					Special Equip Hours: 0

Bridge Related

General Bridge Information

Parallel Bridge Seq:	Bridge Rail 1: Concrete jersey type
Channel Depth: 5 ft	Bridge Rail 2: Not applicable-No rail
Radio Frequency: -1	Electrical Devices: No electric service
Phone Number:	Culvert Type: Not applicable
Exception Date:	Maintenance Yard: Not FDOT Maintained
Exception Type:	FIHS ON / OFF: No Routes on FIHS
Accepted By Maint:	Previous Structure:
Warranty Expiration: 00/00/0000	2nd Previous Structure:
Performance Rating: Fair	Replacement Structure:
Permitted Utilities: Power <input type="checkbox"/> Water <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Fiber Optic <input checked="" type="checkbox"/> Sewage <input type="checkbox"/> Other <input type="checkbox"/>	

Bridge Load Rating Information

Inventory Type (065): 3 LRFR Load & Res. Fact	Inventory Rating (066): 43.6 tons
Operating Type (063): 3 LRFR Load & Res. Fact	Operating Rating (064): 56.5 tons
Original Design Load (031): 5 MS 18 (HS 20)	FL120 Permit Rating: 73.2 tons
Date: 04/28/2022	HS20/FL120 Max Span Rating: 73.2 tons
Initials: DMS	Dynamic Impact in Percent: 33 %
Load Rating Rev. Recom.: No	Governing Span Length: 40.0 ft
Load Rating Plans Status: Field Measurements	Minimum Span Length: 40.0 ft

Load Rating Notes: Load rating based on design plans from CONECUH. Field measurements verified design plans.

LEGAL LOADS

SU2: -1.0 tons
 SU3: -1.0 tons
 SU4: -1.0 tons
 C3: -1.0 tons
 C4: -1.0 tons
 C5: -1.0 tons
 ST5: -1.0 tons
 Posting (070): 5 At/Above Legal Loads
 Open/Posted/Closed (041): A Open, no restriction

POSTING

Recom. SU Posting: 99 tons
 Recom. C Posting: 99 tons
 Recom. ST5 Posting: 99 tons
 Actual SU Posting: 99 tons
 Actual C Posting: 99 tons
 Actual ST5 Posting: 99 tons
 Actual Blanket Posting: 99 tons
 Emergency Vehicle: 2 EV unrestricted

FLOOR BEAM (FB)

FB Present: No
 FB Span Length, Gov: 0.0 ft
 FB Spacing, Gov: 0.0 ft
 FB OPR Rating: 0.0 tons
 FB SU4 OPR Rating: 0.0 tons
 FB FL120 Rating: 0.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft
 SEG Web-to-Web Span: -1.0 ft
 SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: Unknown	Scour Recommended I: Unknown
Foundation Type: Unknown	Scour Recommended II: Unknown
Mode of Flow: Riverine	Scour Recommended III: Unknown
Rating Scour Eval: Unknown	Scour Elevation: 999 ft
Highest Scour Eval: No phase completed	Action Elevation: 999 ft
Scour Evaluation Method: Unknown – Eval Not Comp	Storm Frequency: 999

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

**Inspection/CIDR/Bridge Profile Report
CIDR**

REPORT ID: INSP005

Structure ID: 460167

DATE PRINTED: 3/21/2024

Elements

Inspection Date: 02/15/2024 MPA

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	16 / 4	Re Conc Top Flange	10198	98	208	2	0	.	0	.	10406 sq.ft
0	1130 / 4	Cracking (RC and Other)	0	.	208	100	0	.	0	.	208 sq.ft
0	510 / 4	Wearing Surfaces	9365	90	0	.	1041	10	0	.	10406 sq.ft
0	3220 / 4	Crack (Wearing Surface)	0	.	0	.	1041	100	0	.	1041 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 4	Pourable Joint Seal	301	100	0	.	0	.	0	.	301 ft

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 4	Channel	1	100	0	.	0	.	0	.	1 (EA)

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 4	Re Conc Approach Slab	977	97.5	25	2.5	0	.	0	.	1002 sq.ft
0	4000 / 4	Settlement	0	.	25	100	0	.	0	.	25 sq.ft
0	510 / 4	Wearing Surfaces	1002	100	0	.	0	.	0	.	1002 sq.ft

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8475 / 4	R/Conc Walls	60	93.75	3	4.69	1	1.56	0	.	64 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	3	75	1	25	0	.	4 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 4	Re Conc Abutment	58	67.44	20	23.26	8	9.3	0	.	86 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	8	100	0	.	0	.	8 ft
0	1130 / 4	Cracking (RC and Other)	0	.	12	100	0	.	0	.	12 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	227 / 4	Re Conc Pile	0	.	34	69.39	15	30.61	0	.	49 (EA)
0	1080 / 4	Delamination/Spall/Patched Area	0	.	34	85	6	15	0	.	40 (EA)
0	1130 / 4	Cracking (RC and Other)	0	.	0	.	9	100	0	.	9 (EA)

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 4	Re Conc Pier Cap	181	84.19	24	11.16	10	4.65	0	.	215 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	1	100	0	.	0	.	1 ft
0	1130 / 4	Cracking (RC and Other)	0	.	23	69.7	10	30.3	0	.	33 ft

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	310 / 4	Elastomeric Bearing	288	100	0	.	0	.	0	.	288 each

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

**Inspection/CIDR/Bridge Profile Report
CIDR**

REPORT ID: INSP005

Structure ID: 460167

DATE PRINTED: 3/21/2024

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	110 / 4	Re Conc Opn Girder/Beam	2806	98.66	33	1.16	5	0.18	0	.	2844 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	33	100	0	.	0	.	33 ft
0	1130 / 4	Cracking (RC and Other)	0	.	0	.	5	100	0	.	5 ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	331 / 4	Re Conc Bridge Railing	449	92.77	34	7.02	1	0.21	0	.	484 ft
0	1090 / 4	Exposed Rebar	0	.	4	100	0	.	0	.	4 ft
0	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	1	100	0	.	1 ft
0	1130 / 4	Cracking (RC and Other)	0	.	30	100	0	.	0	.	30 ft

Total Number of Elements*: 11

*excluding defects/protective systems

Inspection Information**Inspection Date:** 02/15/2024**Type:** Regular NBI**Inspector:** KNIEIDB - Daniel Diaz

Inspection Notes: Sufficiency Rating Calculation Accepted by KNIEIAN at 3/21/2024 3:53:50 PM
UW TANK = 2/15/24
Sufficiency Rating Calculation Accepted by KNIEIAN at 4/28/2022 3:24:15 PM
UW TANK = 2/28/22

TRAFFIC RESTRICTIONS: The bridge is not posted. Based on our recent(2024) field inspection and the 2022 load capacity analysis, posting restrictions are not considered necessary at this time.

The load rating currently filed in the Department's Electronic Document Management System, sealed on 4/28/2022 by David M. Stump, Jr., P.E., was reviewed by David M. Stump, Jr., P.E., and found to be complete and applicable.

Structure Notes

Bridge entered 3/16/2022 1:59:08 PM by userid KNIEIDS

During the 2/15/2024 Element 12 - Re Concrete Deck was changed to Element 16 - Re Conc Top Flange based on field observations.

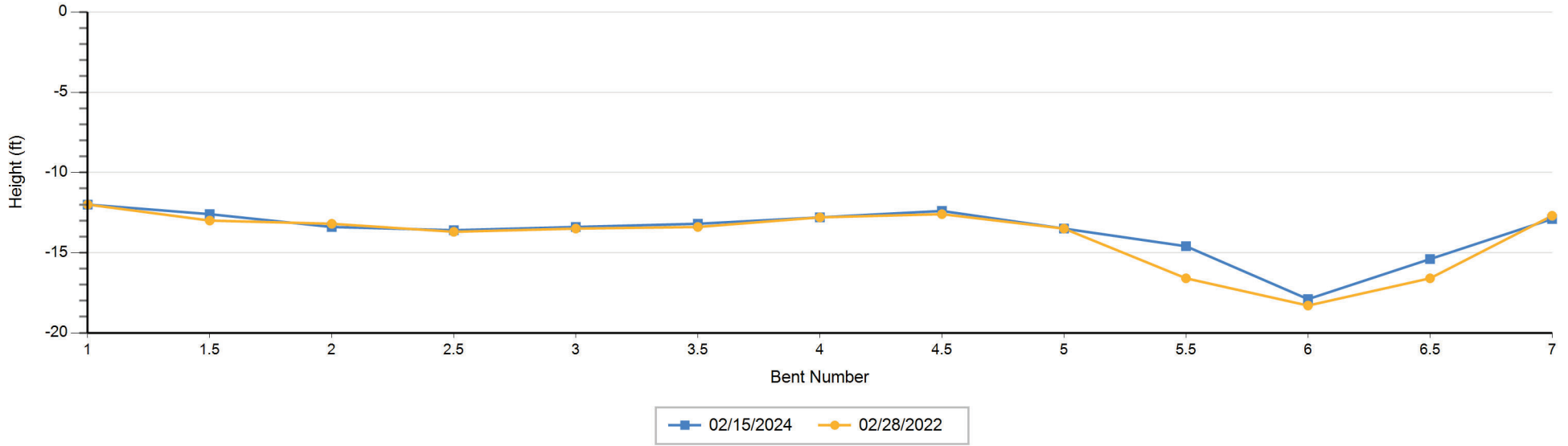
Schedule Notes

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

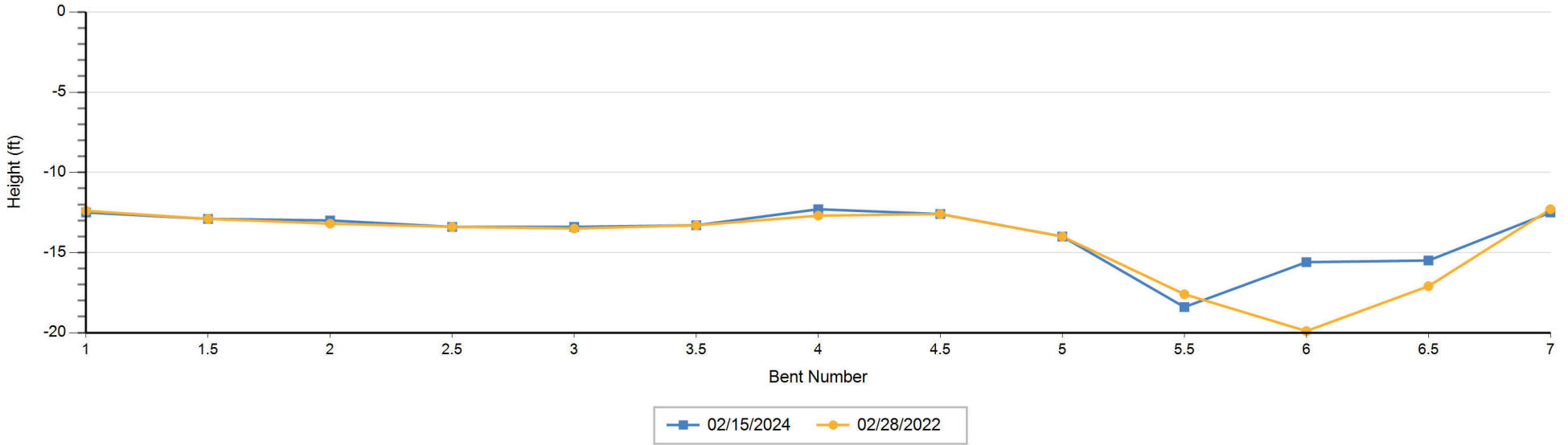
Inspection/CIDR/Bridge Profile Report

Bridge Profile

Left Profile by Inspection



Right Profile by Inspection



FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 3/21/2024 3:54:31 PM

Profile Data - Numerical Summary

Inspection Date and Key:	MPAA	Bent #	Left Height	Right Height	(All Heights are in Feet)
2/15/2024		1	12.00	12.50	
		1.5	12.60	12.90	
		2	13.40	13.00	
		2.5	13.60	13.40	
		3	13.40	13.40	
		3.5	13.20	13.30	
		4	12.80	12.30	
		4.5	12.40	12.60	
		5	13.50	14.00	
		5.5	14.60	18.40	
		6	17.90	15.60	
		6.5	15.40	15.50	
		7	12.90	12.50	

Air Temp: 61

Profile Notes:

Waterway Measurements: Top of rail to waterline at Bent 6 = 13.4 ft Left and Right.
 Groundline Measurements from top of rail.

Inspection Date and Key: 2/28/2022 IUVI

1	12.00	12.40
1.5	13.00	12.90
2	13.20	13.20
2.5	13.70	13.40
3	13.50	13.50
3.5	13.40	13.30
4	12.80	12.70

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 3/21/2024 3:54:31 PM

Profile Data - Numerical Summary

Bent #	Left Height	Right Height	(All Heights are in Feet)
4.5	12.60	12.60	
5	13.50	14.00	
5.5	16.60	17.60	
6	18.30	19.90	
6.5	16.60	17.10	
7	12.70	12.30	

Air Temp: 62

Profile Notes:

Waterway Measurements: Top of rail to waterline at Bent 6 = 13.0 ft Left and Right.
Groundline Measurements from top of rail.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund Series 2012	Total Funds
ASSETS			
Operating accounts			
BB&T	\$ 156,358	\$ -	\$ 156,358
Wells Fargo - operating 9486	46,820	-	46,820
Wells Fargo - operating 2941	883,453	-	883,453
Centennial Bank	259,846	-	259,846
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	122,889	-	122,889
FineMark - ICS	354,376	-	354,376
Investments			
Revenue	-	428,858	428,858
Reserve	-	219,431	219,431
Prepayment A	-	4,626	4,626
General fund	-	43,497	43,497
Due from other	9,850	-	9,850
Deposits	2,447	-	2,447
Total assets	<u>\$ 1,963,103</u>	<u>\$ 696,412</u>	<u>\$ 2,659,515</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Due to governmental funds			
Debt service	\$ 43,497	\$ -	\$ 43,497
Total liabilities	<u>43,497</u>	<u>-</u>	<u>43,497</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	25,000	-	25,000
Road projects	100,000	-	100,000
Stormwater system upgrades	50,000	-	50,000
Restricted for:			
Debt service	-	696,412	696,412
Assigned to:			
3 months working capital	221,899	-	221,899
Unassigned	1,272,707	-	1,272,707
Total fund balances	<u>1,919,606</u>	<u>696,412</u>	<u>2,616,018</u>
 Total liabilities and fund balances	 <u>\$ 1,963,103</u>	 <u>\$ 696,412</u>	 <u>\$ 2,659,515</u>

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 90,195	\$ 919,644	\$ 1,017,039	90%
Interest & miscellaneous	2,448	14,329	1,000	1433%
Total revenues	<u>92,643</u>	<u>933,973</u>	<u>1,018,039</u>	92%
EXPENDITURES				
Administrative				
Legislative	861	4,091	8,612	48%
Management	2,596	15,576	31,153	50%
Accounting	918	5,506	11,012	50%
Assessment roll prep	1,209	7,255	14,510	50%
Audit	2,000	6,000	7,800	77%
Legal	-	2,700	12,000	23%
Engineering	-	-	13,280	0%
Postage	337	574	1,775	32%
Telephone	87	525	1,050	50%
Meeting room rental	500	500	4,000	13%
Website maintenance	-	-	750	0%
ADA website compliance	-	-	210	0%
Insurance	-	7,765	8,182	95%
Printing and binding	126	750	1,500	50%
Legal advertising	-	-	2,500	0%
Other current charges	33	206	1,200	17%
Office supplies	-	-	500	0%
Special district annual fee	-	175	175	100%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	500	1,000	50%
Total administrative	<u>8,750</u>	<u>52,123</u>	<u>129,840</u>	40%

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Security				
Security management services	7,830	84,172	210,931	40%
Total security	<u>7,830</u>	<u>84,172</u>	<u>210,931</u>	40%
Lake wetland & upland monitoring				
Mitigation and monitoring				
Prescribed fires and gyro mulching	-	8,900	46,050	19%
Ecologist	-	-	57,980	0%
Signage	-	-	5,400	0%
Total lake wetland & upland monitoring	<u>-</u>	<u>8,900</u>	<u>109,430</u>	8%
Roadway services				
Bridge repairs and maintenance	-	-	50,000	0%
Roadway repairs and maintenance	-	800	50,000	2%
Roadway resurfacing 98 to guard house	-	-	325,000	0%
Road restriping, painting, other projects	-	19,499	30,000	65%
Total roadway services	<u>-</u>	<u>20,299</u>	<u>455,000</u>	4%
Stormwater management				
Operations	-	-	17,250	0%
Pond aeration	86	4,103	5,000	82%
Electricity - lift stations	-	54	900	6%
Stormwater system repairs	-	1,464	18,000	8%
Total stormwater management	<u>86</u>	<u>5,621</u>	<u>41,150</u>	14%
Other charges				
Feral swine removal	-	-	500	0%
Cost share-amenity area	-	-	50,000	0%
Tax collector	1,804	18,393	21,188	87%
Street lighting	-	659	-	N/A
Total other charges	<u>1,804</u>	<u>19,052</u>	<u>71,688</u>	27%
Total expenditures	<u>18,470</u>	<u>190,167</u>	<u>1,018,039</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	74,173	743,806	-	
Fund balances - beginning	<u>1,845,433</u>	<u>1,175,800</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	1,233,960	1,233,960	520,802	
Fund balances - ending	<u>\$1,919,606</u>	<u>\$1,919,606</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 MARCH 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 37,725	\$ 384,649	\$ 425,394	90%
Interest	2,353	12,802	-	N/A
Assessment prepayments	-	1,817	-	N/A
Total revenues	<u>40,078</u>	<u>399,268</u>	<u>427,069</u>	93%
Debt service				
Principal	-	230,000	230,000	100%
Interest	-	78,775	150,938	52%
Total debt service	<u>-</u>	<u>308,775</u>	<u>380,938</u>	81%
Other charges				
Tax collector	<u>756</u>	<u>7,693</u>	<u>8,862</u>	87%
Total other charges	<u>756</u>	<u>7,693</u>	<u>8,862</u>	87%
Total expenditures	<u>756</u>	<u>316,468</u>	<u>389,800</u>	81%
Excess/(deficiency) of revenues over/(under) expenditures	39,322	82,800	37,269	
Fund balance - beginning	<u>657,090</u>	<u>613,612</u>	<u>589,271</u>	
Fund balance - ending	<u>\$ 696,412</u>	<u>\$ 696,412</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
11/01/2024	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
MARCH 31, 2024**

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 March 4, 2024 at 2:00 p.m. (Central Time), at First Baptist Church - Sunnyside, 21321 Panama City Beach Pkwy, Panama City Beach, FL 32413.

Present:

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

Also present:

Cindy Cerbone	District Manager
Jamie Sanchez (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Robert Carroll	District Engineer
Bethany Womack	Ecologist/District Operations Manager
Courtney Bolla	POA Manager

Residents present:

Tom Kerns	Jennifer Ross	Terry Olson	Ann Henry
Eddie Levick	Patti Undercoffer	Steven Undercoffer	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:00 p.m.
Supervisors Holt, Dean, Robinson and Balduf were present. Supervisor Self was absent.
Resident Eddie Levick lead a moment of thought in memory of Supervisor Frank Self.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Cerbone explained the protocols for public comments.

41 Resident Steven Undercoffer asked Ms. Womack if anything was written about the
 42 maintenance facility. Ms. Womack stated that she will address the St. Joe matter later in the
 43 meeting.

44

45 **THIRD ORDER OF BUSINESS**

Update: Gatehouse Report

46

47 Ms. Cerbone pointed out the latest entry in the Report.

48 A Board Member asked if anyone has details about the incident at the front gate and
 49 stated that the mail carrier voiced her opinion that she could have died, if the vehicle was not
 50 stopped. It was noted that no other information is available than that what was posted on
 51 Facebook.

52

53 **FOURTH ORDER OF BUSINESS**

**District Engineer: Discussion/
 Consideration/ Update**

54

55

56 **A. Proposals for 4-Way Stop Signs and Stop Ahead Signs**

57 Mr. Carroll stated that the cost, including thermal striping, is \$2,800, mostly due to
 58 mobilization fees. The Board decided to defer this while further evaluation is done to determine
 59 if it is needed in other areas.

60

61 **FIFTH ORDER OF BUSINESS**

**District Counsel: Discussion/
 Consideration/Update**

62

63

64 **A. Stormwater Facility Management Services Agreement (CDD approved, POA voted not
 65 to enter into Agreement.)**

66 **B. POA Maintenance Agreement (CDD approved, POA voted not to enter into Agreement.)**

67 • **Landscape Standards**

68 As to Items 5A and 5B, Ms. Cerbone reiterated the POA Board's response that it is not
 69 interested in entering into an Agreement with the CDD, which is noted in the agenda title. The
 70 Board agreed with Ms. Cerbone's recommendation to remove these from future agendas. Mr.
 71 Holt asked POA President Steven Undercoffer to work together to reach a compromise.

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

73 Ms. Womack recalled that this land swap with the POA was meant to resolve one of the
74 first issues with St. Joe; this item should be removed from future agendas.

75 **D. Discussion with Joe Brown Regarding Bridge and Cost Share**

76 Mr. Burke stated that Mr. Brown asked him if the POA is going to respond. He thinks that
77 Mr. Brown and Ms. Jenny Roberts are still discussing this matter; he does not expect Mr. Brown
78 to answer until the CDD has an answer from the POA. Mr. Holt stressed to Mr. Burke that nothing
79 is decided unless the CDD approves it and all parties need to be in agreement.

80

81 **SIXTH ORDER OF BUSINESS**

District	Ecologist:	Discussion/ Consideration/ Update
----------	------------	--------------------------------------

82

83

84 **A. Conservation Easement Swap Proposals**

85 Ms. Womack distributed and presented the Surveyor's proposal, which she deemed a
86 reasonable price.

87

88 **On MOTION by Mr. Dean and seconded by Mr. Robinson, with all in favor, the**
89 **Buchanan & Harper Quote dated March 1, 2024 to prepare a sketch and a legal**
90 **description of 23 parcels, in a not-to-exceed amount of \$3,700, was approved.**

91

92

93 **B. Conservation Easement Encroachments**

94 Ms. Womack stated she provided Mr. Burke with materials to include in the notice to St.
95 Joe. Mr. Burke stated that he discussed this during his conversation with Mr. Brown about the
96 bridge and cost share. He expects a favorable response from St. Joe shortly; the response
97 deadline is March 15, 2024.

98 **C. Hog Program**

99 Mr. Holt stated that he is working on a hog program implement presentation for the next
100 meeting; the cost will be about \$3,000. Ms. Sanchez will email information about hog programs
101 used in other CDDs to Mr. Holt and Ms. Womack.

102 **D. Cogon Grass**

103 Ms. Womack stated that she is seeking others vendors to do the treatment, as the original
104 vendor is no longer available. She responded to questions regarding possible vendors, budget

105 and notification process for non-CDD areas. She explained the grass and how invasive it is. Ms.
106 Womak will email a photograph and information about cogon grass to Ms. Bolla and Mr.
107 Undercotter. The Board agreed to use Lake Doctors, with BrightView as the backup.

108 This item will be removed from future agendas.

109

110 **SEVENTH ORDER OF BUSINESS** **Consideration of New Leaf Service**
111 **Proposals**

112

113 • **March Point Lane Near Fenced in Equipment Area (\$800)**

114 Mr. Holt recalled deferring this item until the individual Board Members can inspect the
115 area. He approved this project after Ms. Womack inspected and deemed the area a safety
116 concern. The project was completed and is being presented for ratification, not consideration.

117

118 **On MOTION by Mr. Balduf and seconded by Mr. Robinson, with all in favor, the**
119 **New Leaf Tree Service Proposal to trim bushes and to cut down and dispose of**
120 **one sand pine tree at March Point Lane near the fenced in equipment area, in a**
121 **not-to-exceed amount of \$800, was ratified.**

122

123

124 **EIGHTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
125 **Statements as of January 31, 2024**

126

127 **On MOTION by Mr. Balduf and seconded by Mr. Holt, with all in favor, Unaudited**
128 **Financial Statements as of January 31, 2024, were accepted.**

129

130

131 **NINTH ORDER OF BUSINESS** **Approval of February 5, 2024 Regular**
132 **Meeting Minutes**

133

134 Lines 124 and 125 : Change "Robinson" to "Dean"

135

136 **On MOTION by Mr. Holt and seconded by Mr. Robinson, with all in favor, the**
137 **February 5, 2024 Regular Meeting Minutes, as amended, were approved.**

138

139

140 **TENTH ORDER OF BUSINESS** **Staff Reports**

141

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

143 Ms. Womack stated she met Mr. Dean on site regarding a potential encroachment at the
144 Marsh Rabbit house under construction for several years and confirmed that the encroachment
145 is 30' into a buffer area. Architectural Review Board Member Mr. Dean noted the Architect's
146 projected completion date is now October 2024, which is dependent on there being no other
147 change requests and the ability to meet the completion date. The Board agreed with Ms.
148 Womack sending a letter notifying the property owner of the encroachment, instead of District
149 Counsel sending it. If the response is not favorable, the CDD can correct the issue and bill the
150 property owner.

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

152 There was nothing further to report.

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

154 There was no report.

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

156 Ms. Cerbone stated that a one-time payment to the church to conduct CDD meetings
157 through August 2024 is underway. Mr. Dean stated that he expects a community guest room to
158 be ready by September.

159 **I. Form 1 Disclosure Filing for Calendar Year 2024**

160 Ms. Cerbone advised the Board Members to expect an email from the Commission on
161 Ethics about registering and filing the Form 1 electronically. This item will remain on the agenda
162 while Staff confirms the deadline to complete the ethics training course and reporting it on Form
163 1. Mr. Burke will re-email the link to FSU Government & Institute's ethics training courses.

164 **II. Meeting Location for Fiscal Year 2025**

165 Ms. Cerbone presented photographs of meeting rooms at The Beachcomber Retreat and
166 La Quinta Coastal Palms hotels; the fees are \$325 and \$525 per meeting, respectively. These are
167 possible options if the amenity area is not available by September. Ms. Sanchez will research the
168 capacity of each location.

169 This item will remain on the agenda.

170 **III. NEXT MEETING DATE: April 1, 2024 at 2:00 PM (Central Time)**

171 ○ **QUORUM CHECK**

172 Mr. Robinson suggested holding a budget workshop after the regular meeting in April.
173 Discussion ensued regarding the agenda items for the upcoming regular meeting and possibly
174 cancelling the meeting.

175 Mr. Robinson asked if the CDD should proceed with the roadway resurfacing bid project
176 this calendar year, either from 98 to the guard house or the bridge to the guard house. He
177 suggests discussing this at the workshop and researching if it is possible to widen the lanes on
178 both sides of the road and add a lane to resolve the traffic jam at the gatehouse.

179 Mr. Holt asked, and the Board agreed to Mr. Carroll providing a resolution at the next
180 meeting.

181

182 **On MOTION by Mr. Robinson and seconded by Mr. Balduf, with all in favor,**
183 **changing the April 1, 2024 Regular Meeting date and time to April 2, 2024 at**
184 **11:00 a.m., Central Time, and adding a Fiscal Year 2025 Proposed Budget**
185 **Workshop at 2:00 p.m., Central Time, at the Boat House, subject to availability,**
186 **or the pool deck, , was approved.**

187

188

189 **ELEVENTH ORDER OF BUSINESS**

Board Member Comments

190

191 There were no Board Member comments.

192

193 **TWELFTH ORDER OF BUSINESS**

Public Comments

194

195 No members of the public spoke.

196 ■ **Vacant Seat 5**

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

198 Ms. Cerbone listed the Board’s options for filling vacant Seat 5, which expires November
199 2026.

200 Mr. Dean nominated and motioned to appoint Mr. Eddie Levick to fill Seat 5. No other
201 nominations were made. The motion died due to a lack of a second.

202 The Board agreed with Ms. Sanchez emailing information to the POA about the vacant
203 Board seat and for the POA to e-blast the information to the community and informing interested
204 candidates to submit resumes for the next meeting.

205

206 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

207

208 **On MOTION by Mr. Robinson and seconded by Mr. Holt, with all in favor, the**
209 **meeting adjourned at 3:22 p.m., Central Time.**

210

211

212

213

214

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

215
216
217
218
219
220

Secretary/Assistant Secretary

Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
DII**

Lyndell Conference Center – Meeting Room



Located inside the Lyndell Conference Center.

Great for small meetings and parties, max capacity of 80 people.

\$75.00 Non-Refundable Reservation Fee Required in addition to an hourly rate.

Rental rate: \$55/hour (plus 5.5% tax)

Holiday Rental \$110/hour (plus 5.5% tax)

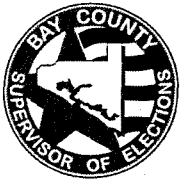
Rental includes table, chairs and kitchen.

To check Meeting Room Availability, Call [Diane](#) at (850) 233-5045.

[Lyndell Center Rental Agreement](#)

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
DIII**



**Supervisor of Elections
Mark Andersen
Bay County**

830 W. 11th Street
Panama City, FL 32401

Phone: 850-784-6100
Cell: 850-819-6933
Fax: 850-784-6141
baysuper@bayvotesfl.gov
www.bayvotesfl.gov



April 29, 2024

Lake Powell Residential Golf
Community Development District

The number of register voters in the Lake Powell Residential Golf Community Development District as of April 15th, 2024 is 457.

If you have any questions or concerns, please contact my office.

Respectfully,

A handwritten signature in black ink, appearing to read "Nina Ward".

Nina Ward
Deputy Supervisor of Elections, Bay County

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
IV**

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

¹*First Baptist Church - Sunnyside, 21321 Panama City Beach Parkway, Panama City Beach, Florida 32413*

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, 2024 ¹	Regular Meeting	2:00 PM (Central Time)
March 4, 2024 ¹	Regular Meeting	2:00 PM (Central Time)
April 1, 2024 ¹ <i>rescheduled to April 2, 2024</i>	Regular Meeting	2:00 PM (Central Time)
April 2, 2024 ¹ CANCELED	Regular Meeting	11:00 AM (Central Time)
April 2, 2024 ¹	Workshop	2:00 PM (Central Time)
May 6, 2024 ¹	Regular Meeting	2:00 PM (Central Time)
June 3, 2024 ¹	Regular Meeting	2:00 PM (Central Time)
August 5, 2024 ¹	Public Hearing and Regular Meeting	2:00 PM (Central Time)