

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT  
DISTRICT**

**March 1, 2021**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

# Lake Powell Residential Golf Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

February 22, 2021

**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 March 1, 2021, at 2:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Business Items
  - A. Discussion/Consideration: Second Survey
  - B. Discussion: Littoral/Aquatic Plant Replacement
  - C. Discussion: CDD/POA Maintenance Agreement
  - D. Discussion: CED/POA 2007 Stormwater Management System Certification Synopsis
  - E. Discussion: CED/POA 2007 Stormwater Management Compliance Agreement
  - F. Update: Pond/Environmental Sensitive Areas Repair/Restoration Status
  - G. Update: Road Resurfacing Project
  - H. Update: Results of Pond Inspection and Numbering, Additional Proposals for Aeration Systems, Equipment and Electrical Contractor Services and Ancillary Costs Associated with Installation
3. Consent Agenda Items
  - A. Acceptance of Unaudited Financial Statements as of January 31, 2021
  - B. Approval of February 1, 2021 Regular Meeting Minutes
4. Staff Reports
  - A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC*

- B. District Counsel: *Burke Blue*
  - Update: Communications with St. Joe Regarding Emergency Egress
- C. District Engineer: *McNeil Carroll Engineering, Inc.*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: April 5, 2021 at 2:00 P.M. (Central Time)
    - QUORUM CHECK

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

- 5. Public Comments
- 6. Supervisors' Requests
- 7. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (904) 386-0186.

Sincerely,

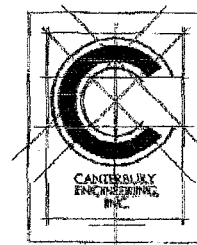


Howard McGaffney  
District Manager

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**2B**

December 4, 2001  
Project # 99-21



Mr. Cliff Street, P.E.  
Department of Environmental Protection  
Northwest District  
160 Government Center  
Pensacola, Florida 32501-5794

VIA FAX

Subject: Dredge & Fill Permit Application  
Lake Powell Golf Development Limited Partnership  
DEP File # 03-0168338-Q01-DF

Dear Mr. Street:

Enclosed is a reduced copy of the master storm water management plan for the subject project. This plan includes the proposed phasing of the development in order to allow for the certification of the project in phases that will match the completion of infrastructure and platting of the property through Bay County. The phase lines indicated were developed to insure that no drainage basin was divided between two certification phase lines. Therefore before a specific basin can be certified, all of the facilities within that basin must be completed, both from a water quality treatment aspect as well as attenuation. This would include all ponds, lakes, littoral shelf plantings, piping & outfall control structures.

The ability to certify the storm water system in phases is necessary in order to complete the platting requirements of Bay County that will allow the developer to proceed with the sale of platted property (lots) within the development, specifically those lots within the phase 1 certification area.

As the construction of the project progresses and specific homebuilders are contracted to complete those lots within the central and western portions of the site, site plan modifications are being made to accommodate their specific product needs. Permit modification requests #1 & #2, which have already been reviewed and approved by the DEP, were the direct result of these types of refinements to the development program.

I am currently working on permit modification request #3 that will include additional changes within the proposed phase 3 area. Again, these changes are being driven by market demands of the potential lot builders.

It is my client's desire to proceed with the following:

1. Proceed immediately with a formal request for a permit modification #3 to include the phasing as presented. This request would be submitted prior to and independent of the permit modification request to address the changes within the phase 3 area. This independent permit modification request would be done to simplify this request and hopefully, allow for the expeditious review and approval of the proposed phasing. This phasing approval is a prerequisite for preparation of the certification of completion for the portion of the project included in the plat no. 1 approved by Bay County.

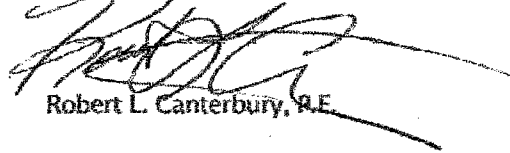
2. Complete my analysis of the modifications to the master storm water management system within the phase 3 area and follow up with permit modification request #4 to address these changes within the very near future (before the end of the year).

I ask that you review the attached exhibits and provide your comments as to how I may best assist the client in achieving their goals.

Would the request for approval of the phasing be considered a significant modification requiring a formal submittal or could this be handled by letter modification only?

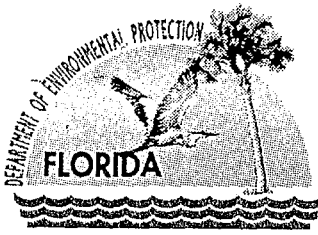
If you have any questions, please do not hesitate to contact me.

Sincerely,  
CANTERBURY ENGINEERING, INC.



Robert L. Canterbury, P.E.

cc: Todd Wilkinson, Environmental Services, Inc.  
Des O'Neill, Medallist Golf Development  
Kevin Downs, Panhandle Engineering, Inc.  
P:\1999\99-21 Lake Powell\DEP Dredge & Fill MOD3 Phasing Question.doc



# Department of Environmental Protection

Jeb Bush  
Governor

Northwest District  
160 Governmental Center  
Pensacola, Florida 32501-5794

**FILE**

David B. Struhs  
Secretary

SEP 04 2001

Mr. Chris Bosso, Vice President  
Bosso, Dentzau & Imhof, Inc.  
1200 West Gimble Street  
Pensacola, Florida 32501

Re: Lake Powell Golf Development  
Bay County, 03-0168338-001-DF

Dear Mr. Bosso:

This responds to your letter of August 25, 2001, a faxed copy of which was received in this office on September 3, 2001, requesting approval of a detailed planting plan for the remaining 10 lakes in the referenced development, in accordance with Specific Condition 9 of the permit. (The planting plan for Lake 7A was approved by letter of May 22, 2001).

The plan will consist of a minimum of approximately 808 to 2968 plants per lake, totaling a minimum of 16,004 plants for the 10 lakes, consisting of 2 to 4-inch plugs placed on the equivalent of 3-foot centers around the perimeter of the lakes at the elevations shown in the drawings attached to the permit. Plants by species, and number of plants per zone, will be those appropriate for Zones 1, 2, and 3, as described in the Florida Development Manual, and outlined in the August 25th letter.

The plan is hereby approved as submitted, for immediate implementation. Please contact the Department, in writing, when the planting is complete.

In addition, all requirements contained in the specific conditions of the permit, and in notes on the detail drawings, continue to apply.

If you have any questions, please call me at (850) 595-8300, extension 1135.

Sincerely,

Clifford G. Street, P.E.  
Supervisor, Engineering Support  
Submerged Lands and  
Environmental Resources Program

cc: Des O'Neill  
Bob Canterbury, P.E.  
Todd Wilkinson, Agent

"More Protection, Less Process"

Printed on recycled paper.



**Bosso, Dentzau & Imhof, Inc.**

*Environmental Sciences*

August 25, 2001

Mr. Cliff Street  
 Department of Environmental Protection  
 160 Governmental Center  
 Pensacola, FL 32501

Re: Lake Powell L.L.C.  
 Permit No. 03-0168338-003-DF

Dear Mr. Street:

The purpose of this letter is to submit the detailed planting plan for remaining lakes referenced in the permit drawings. Specific condition number 9 of the above referenced permit states:

Before any littoral zones are planted in any of the eleven lakes, the permittee shall submit to the Department for approval (and receive such approval in writing) a proposed site-specific planting plan, based on the information shown on sheet 21 (also attached) of 25 of the Master Stormwater Management System plans, and Chapter 6 of the Florida Development Manual.

Lake	Min. Area to be Planted	No. Plants Zone 1	No. Plants Zone 2	No. Plants Zone 3	Total Plants
1A	11,252	350	576	325	1,251
6B	15,948	532	780	481	1,773
6C	7,785	241	345	276	862
15B1&B2	21,033	701	1,005	641	2,337
18A	14,717	638	605	383	1,636
19B	13,338	578	563	341	1,482
20	12,004	347	507	480	1,334
21A	26,705	1,128	1,068	772	2,968
24D	13,977	606	575	372	1,553
27C A	7,286	323	299	186	808

based on min area @ 3' on centers (9 SF/plant)

16,004

All plants will be placed on the equivalent of 3' centers, with plant size of 2" to 4" plugs. Plants from the following list will be used in the corresponding zones depending upon availability:

Zone 1

- *Panicum hemitomon* - maidencane 1 1/2 OK
- *Spartina bakeri* - sand cordgrass 1 1/2 OK
- *Hymenocallis* spp. - spider lilies 1 1/2 OK
- *Cladium jamaicense* - sawgrass 1 1/2 OK





# Bosso, Dentzau & Imhof, Inc.

Environmental Sciences

August 25, 2001

Mr. Cliff Street  
Department of Environmental Protection  
160 Governmental Center  
Pensacola, FL 32501

Re: Lake Powell L.L.C.  
Permit No. 03-0168338-003-DF

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Lake	Min. Area to be Planted	No. Plants Zone 1	No. Plants Zone 2	No. Plants Zone 3	Total Plants
1A	11,252	350	576	325	1,251
6B	15,949	532	780	461	1,773
6C	7,755	241	345	276	862
15B1&B2	21,033	701	1,005	641	2,337
18A	14,717	638	605	393	1,636
19B	13,338	578	563	341	1,482
20	12,004	347	507	480	1,334
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27C	7,265	323	299	186	808

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Zone 1

- *Panicum hemitomon* - maidencane
- *Spartina bakerii* - sand cordgrass
- *Hymenocallis* spp. - spider lilies
- *Cladium jamaicense* - sawgrass

RECEIVED

SEP - 6 2001

NONINVEST BOARD



Zone 2

- *Crinum americanum* - swamp lily
- *Juncus effusus* - soft rush
- *Hymenocallis* spp. - spider lilies
- *Iris virginicus* - blue flag iris
- *Spartina bakerii* - sand cordgrass
- *Pontedaria cordata* - pickerelweed
- *Canna flaccida* - canna lily

Zone 3

- *Pontedaria cordata* - pickerelweed
- *Sagittaria lancifolia* - arrowhead
- *Sagittaria latifolia* - broadleaf arrowhead
- *Scirpus validus* - soft stem bulrush

In accordance with Sheet 21 of the permit we reiterate the listed conditions.

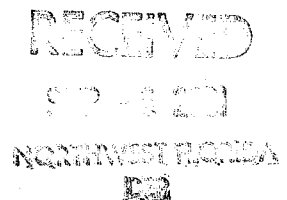
1. The littoral shelf plantings shall be monitored quarterly for the first year and semi-annually for the second and third years. The monitoring shall consist of photographic documentation of the percentage survival of plant species and coverage of vegetation.
2. All nuisance species shall be removed during the establishment period (1<sup>st</sup> three years).
3. An 85% survivorship shall be maintained at all times during the establishment period. Annual replanting shall be required if the survival falls below the 85% level.
4. All littoral shelf plantings shall comply with the requirements of the Florida Development Manual, Part II Structural stormwater BMP's Chapter 6, Table 6-2 "Native Plant Species Suitable for Littoral Zone Plantings and Landscaping Around Detention Ponds". Plants shall be installed on a maximum of 3.0' center to center spacing.
5. Contractor shall undercut lake as needed to install liner, muck and sand overlays such that upon completion of construction, all finished grades at slope deflection points and final lake areas meet design and permit criteria.

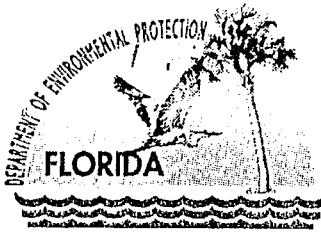
If you have any questions or need any additional information, please do not hesitate to contact me at (850) 434-1935.

Respectfully,



FOR Chris Bosso  
Vice President





# Department of Environmental Protection

Jeb Bush  
Governor

Northwest District  
160 Governmental Center  
Pensacola, Florida 32501-5794

David B. Struhs  
Secretary

MAY 22 2001

**FILE**

Mr. Chris Bosso  
Bosso, Dentzau & Imhof, Inc.  
1200 West Gimble Street  
Pensacola, Florida 32501

Re: Lake Powell Golf Development  
Bay County, 03-0168338-001-DF

Dear Mr. Bosso:

This responds to your letter of May 18, 2001, which was received in this office on May 21st, requesting approval for a detailed planting plan for Lake 7 (shown as Lake 7A in Basin 7 on Sheet 15 of 25 of the approved drawings) in the referenced development, in accordance with Specific Condition 9 of the permit. (Please note a clarification of the permit number, indicating that the project number for this development should be 001, not 003. A separate letter of clarification will be forthcoming from the Department soon. In the interim, please make the necessary corrections on all copies of the permit).

The plan will consist of approximately 4,223 plants, consisting of 2 to 4-inch plugs, planted on the equivalent of 3-foot centers and covering approximately 38,000 square feet of the littoral zone around the perimeter of the pond from elevation 30.0 to elevation 33.5. The plants will consist of *Spartina bakeri* and *Pontederia cordata*, with the latter planted from elevation 30.0 to elevation 32.0, the normal pool level. Although this is a slight deviation from the Florida Development Manual, it is nevertheless considered appropriate.

The plan is hereby approved as submitted, for immediate implementation. Please contact the Department, in writing, when the planting is complete.

Separate approval(s) of the planting plan(s) for the remaining 10 wet detention lakes will be required in the future, in accordance with the permit. In addition, all requirements contained in the specific conditions of the permit, and in notes on the detail drawings, continue to apply.

*"More Protection, Less Process"*

*Printed on recycled paper.*

Mr. Chris Bosso  
Page 2

If you have any questions, please call me at (850) 595-8300, extension 1135.

Sincerely,



Clifford G. Street, P.E.  
Supervisor, Engineering Support  
Submerged Lands &  
Environmental Resources Program

CGS:mer

cc: Des O'Neill  
Bob Canterbury, P.E.  
Todd Wilkinson, Agent



# Bosso, Dentzau & Imhof, Inc.

Environmental Sciences

May 18, 2001

Mr. Cliff Street  
Department of Environmental Protection  
160 Governmental Center  
Pensacola, FL 32501

Re: Lake Powell, LLC  
File no. 03-0168338-003-DF

RECEIVED  
MAY 21 2001  
NORTHWEST FLORIDA  
DEP

Dear Mr. Street:

The purpose of this letter is to submit the detailed planting plan for Lake 7 indicated on page 29 of the permit drawings (attached). Specific condition number 9 of the above referenced permit states:

Before any littoral zones are planted in any of the eleven lakes, the permittee shall submit to the Department for approval (and receive such approval in writing) a proposed site-specific planting plan, based on the information shown on sheet 21 (also attached) of 25 of the Master Stormwater Management System plans, and Chapter 6 of the Florida Development Manual.

Lake 7 has three zones; Zone 1 from 33.5' to 32.5' (+1.5' to +0.5' above normal pool level), Zone 2 from 32.5' to 31.0' (+0.5' above normal pool level to -1.0' below normal pool level), and Zone 3 from 31.0' to 30.0' (-1.0' to -2.0' below normal pool level). Correct

The planting plan will cover 38,000 sq. ft of the Lake including all of Zones 1 and 2 and the upper portion of Zone 3. All plants will be placed on the equivalent of 3' centers. The plant sizes will be 2" to 4" plugs. Below is the planting scheme for with plant numbers and plant zones. OK 9SF

Zone	Area	Number of plants	Species
33.5 1 +.5	10,640 sq. ft. ✓	1,182 ✓	<i>Spartina bakeri</i> Zone 1-2 ✓ OK
2A +.5 + 0	2,862 sq. ft. ✓	318 ✓	<i>Spartina bakeri</i> Zone 1-2 ✓
2B 0 to -1	16,448 sq. ft. ✓	1,828 ✓	<i>Pontederia cordata</i> Zone 3 ✓
30 3 -1 to -2	8,050 sq. ft. ✓	895 ✓	<i>Pontederia cordata</i> Zone 3 ✓ <i>Sagittaria latifolia</i> ✓
Total	38,000 sq. ft. ✓	4,223 ✓	

Zone 1-2

The planting in Zone 2 has been broken into two zones, the above pool zone and the below pool zone. We propose to plant *Spartina bakeri* to the normal pool level. This plant is listed to cover both Zone 1 and Zone 2 and is appropriate. We propose to plant the below normal pool level zone with *Pontederia cordata*. This plant is listed in the Florida Development Manual as a Zone 3 plant, however this plant is commonly observed growing at the upper submerged margins in ditches and ponds. "Florida Wetland Plants, An Identification Manual" published by the Department in 1998 lists this plants' habitat as marshes, streams, ditches and shallow waters of lakes and ponds. The comments in the Florida Development Manual indicate the herbaceous species have a wide range of growth habits and preferred environments offering some flexibility using best professional judgement. Accordingly, we accept responsibility and propose to replant with a listed Zone 2 plant if the survival rate for this specie fall below 85% after the first growing season.

Agree

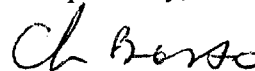
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In accordance with Sheet 21 of the permit we reiterate the listed conditions.

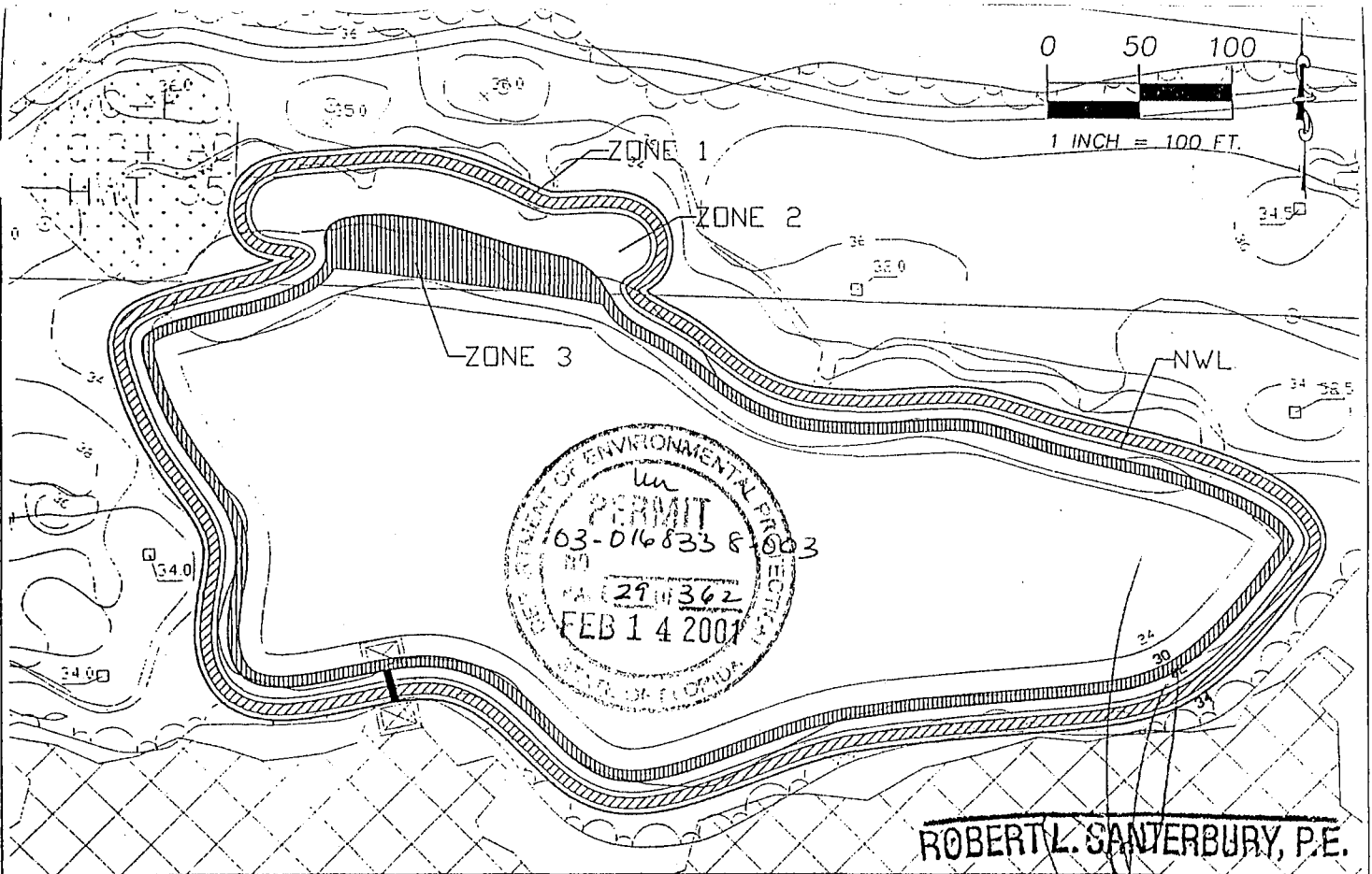
1. A site-specific plan shall be submitted for each individual lake to the FDEP for review and approval prior to placement of materials.
2. The littoral shelf plantings shall be monitored quarterly for the first year and semi-annually for the second and third years. The monitoring shall consist of photographic documentation of the percentage survival of plant species and coverage of vegetation.
3. All nuisance species shall be removed during the establishment period (1<sup>st</sup> three years).
4. An 85% survivorship shall be maintained at all times during the establishment period. Annual replanting shall be required if the survival falls below the 85% level.
5. All littoral shelf plantings shall comply with the requirements of the Florida Development Manual, Part II Structural stormwater BMP's Chapter 6, Table 6-2 "Native Plant Species Suitable for Littoral Zone Plantings and Landscaping Around Detention Ponds". Plants shall be installed on a maximum of 3.0' center to center spacing.
6. Contractor shall undercut lake as needed to install liner, muck and sand overlays such that upon completion of construction, all finished grades at slope deflection points and final lake areas meet design and permit criteria.

If you have any questions or need any additional information, please contact me at (850) 434-1935.

Respectfully,



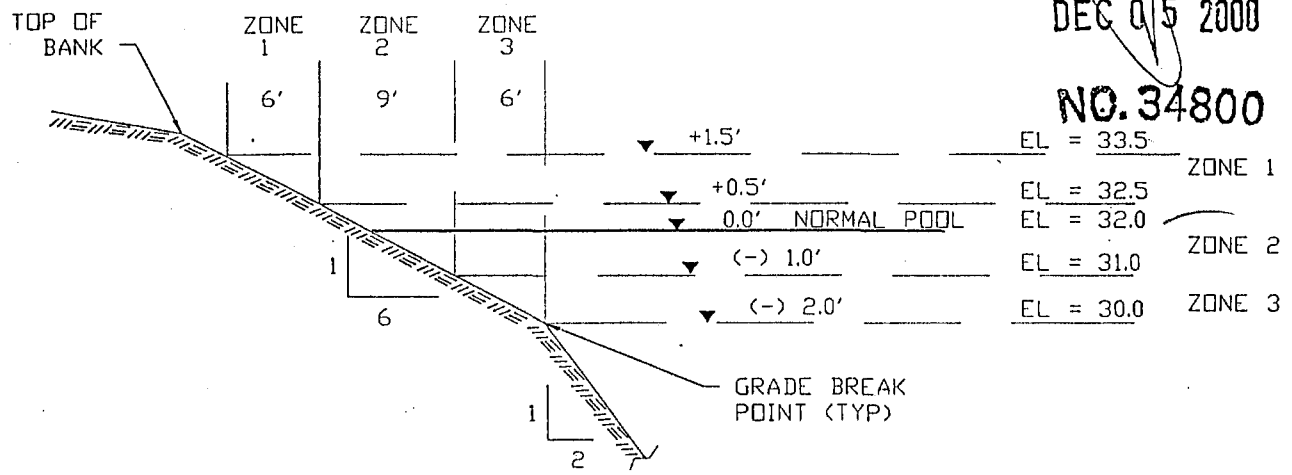
Chris Bosso



ROBERT L. SANTEBURY, P.E.

DEC 05 2000

NO. 34800



TOTAL LAKE AREA @ NORMAL POOL = 125,427 SF

ZONE 1 AREA 10,640 SF = 8.5 % OF LAKE AREA  
 ZONE 2 AREA 19,310 SF = 15.4 % OF LAKE AREA  
 ZONE 3 AREA 12,163 SF = 9.7 % OF LAKE AREA  
 TOTAL AREA = 42,113 SF = 33.6 % OF LAKE AREA

PER FLORIDA DEVELOPMENT MANUAL & DEP REGULATIONS, BETWEEN 30% TO 50% OF LAKE AREA SHALL BE PLANTED WITH LITTORAL PLANTINGS. ALL PLANT TYPES SHALL COMPLY WITH THE FLORIDA DEVELOPMENT MANUAL, SECTION 6.

MIN. AREA TO BE PLANTED (30%) = 37,628 SF  
 MAX. AREA TO BE PLANTED (33.6%) = 42,113 SF

**CANTERBURY ENGINEERING, INC.**  
 4152 West Blue Heron Boulevard  
 Suite # 370  
 Riviera Beach, FL 33404  
 Phone (561) 842-6770  
 Fax (561) 842-6191

SCALE AS NOTED  
 DATE 10/04/00  
 FILE 1001/LITTORAL/ZONES  
 XREF 991

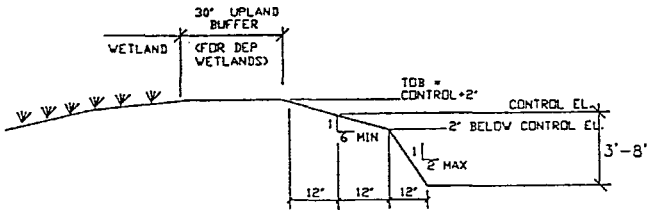
PROJECT  
**LAKE POWELL GOLF**  
 Bay County, Florida

SHEET TITLE  
**LAKE LITTORAL SHELF PLANTINGS**  
 DETAIL, LAKE 7

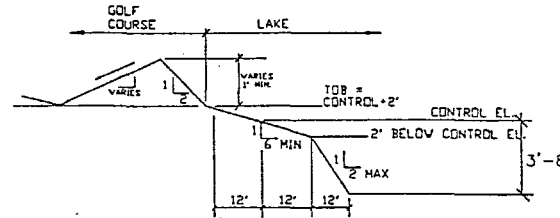
REVISION DATE  
 11/29/00

IN MEASUREMENTS MUST BE MADE TO PROVE THE PLANTING MUST BE MAINTAINED AND MONITORED AS SHOWN ON THE PLANS OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

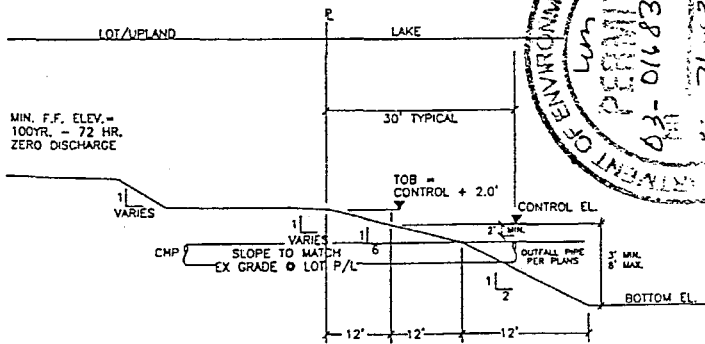
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 SHEET NUMBER  
 99-21  
 PROJECT NUMBER



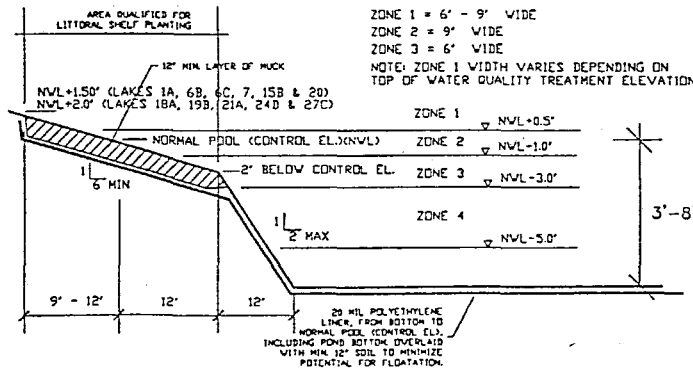
TYPICAL LAKE SECTION  
LAKE - WETLAND INTERFACE



TYPICAL LAKE SECTION  
GOLF COURSE - LAKE INTERFACE



TYPICAL LAKE SECTION  
W/OUTFALL PIPE

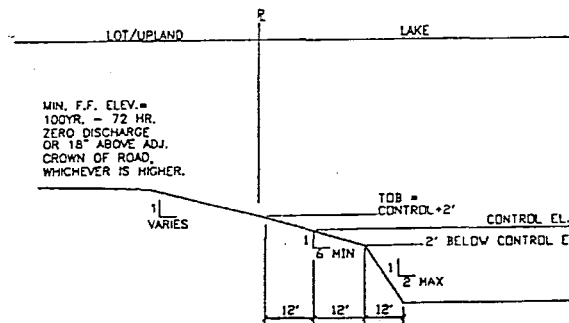


TYPICAL LAKE SECTION  
W/LITTORAL PLANTINGS

TYPICAL LAKE SECTION & LITTORAL SHELF PLANTING REQUIREMENTS

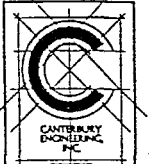
1. A SITE SPECIFIC PLANTING PLAN SHALL BE SUBMITTED FOR EACH INDIVIDUAL LAKE TO THE FDEP, PENSACOLA OFFICE (ATTN: MR. CLIFF STREET) FOR REVIEW AND APPROVAL PRIOR TO PLACEMENT OF PLANT MATERIALS.
2. THE LITTORAL SHELF PLANTINGS SHALL BE MONITORED QUARTERLY FOR THE FIRST YEAR AND SEMI-ANNUALLY FOR THE 2ND AND 3RD YEARS. THE MONITORING SHALL CONSIST OF A PHOTOGRAPHIC DOCUMENTATION OF THE PERCENTAGE SURVIVAL OF PLANT SPECIES AND COVERAGE OF VEGETATION.
3. ALL NUISANCE SPECIES SHALL BE REMOVED DURING THE ESTABLISHMENT PERIOD (1ST THREE YEARS)
4. AN 85% SURVIVORSHIP SHALL BE MAINTAINED AT ALL TIMES DURING THE ESTABLISHMENT PERIOD. ANNUAL REPLANTING SHALL BE REQUIRED IF THE SURVIVAL FALL BELOW THE 85 % LEVEL.
5. ALL LITTORAL SHELF PLANTINGS SHALL COMPLY WITH THE REQUIREMENTS OF THE FLORIDA DEVELOPMENT MANUAL, PART 2, STRUCTURAL STORMWATER BMPs, CHAPTER 6, TABLE 6-2, "NATIVE PLANT SPECIES SUITABLE FOR LITTORAL ZONE PLANTINGS AND LANDSCAPING AROUND DETENTION PONDS". PLANTS SHALL BE INSTALLED ON A MAXIMUM OF 3.0' CENTER TO CENTER SPACING.
6. CONTRACTOR SHALL UNDERCUT LAKE AS NEEDED TO INSTALL LINER, MUCK AND SAND OVERLAYS SUCH THAT UPON COMPLETION OF CONSTRUCTION, ALL FINISHED GRADES AT SLOPE DEFLECTION POINTS AND FINAL LAKE AREAS MEET DESIGN AND PERMIT CRITERIA.

TYPICAL LAKE SECTION & LITTORAL SHELF  
PLANTINGS GENERAL NOTES



TYPICAL LAKE SECTION  
LOT/UPLAND - LAKE INTERFACE

ROBERT L. CANTERBURY, P.E.



4702 W. Blue Ridge Boulevard  
Blount County, AL 35104  
Phone 205 864-7778  
Fax 205 864-7771

REVISION	DATE
1	07/08/00
2	07/08/00
3	07/08/00

PROJECT: LAKE POWELL GOLF DEVELOPMENT  
 SHEET TITLE: MASTER DRAINAGE PLAN  
 MASTER DRAINAGE DETAILS, 1 OF 3

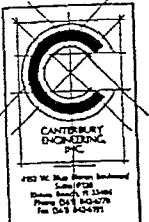
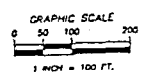
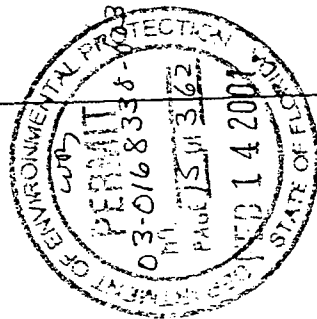
DESIGNED BY	MC
CHECKED BY	NTS
DATE	07/08/00
SCALE	AS SHOWN

21 OF 25  
 99-21  
 PROJECT NO.

DEC 15 2000

NO. 34800





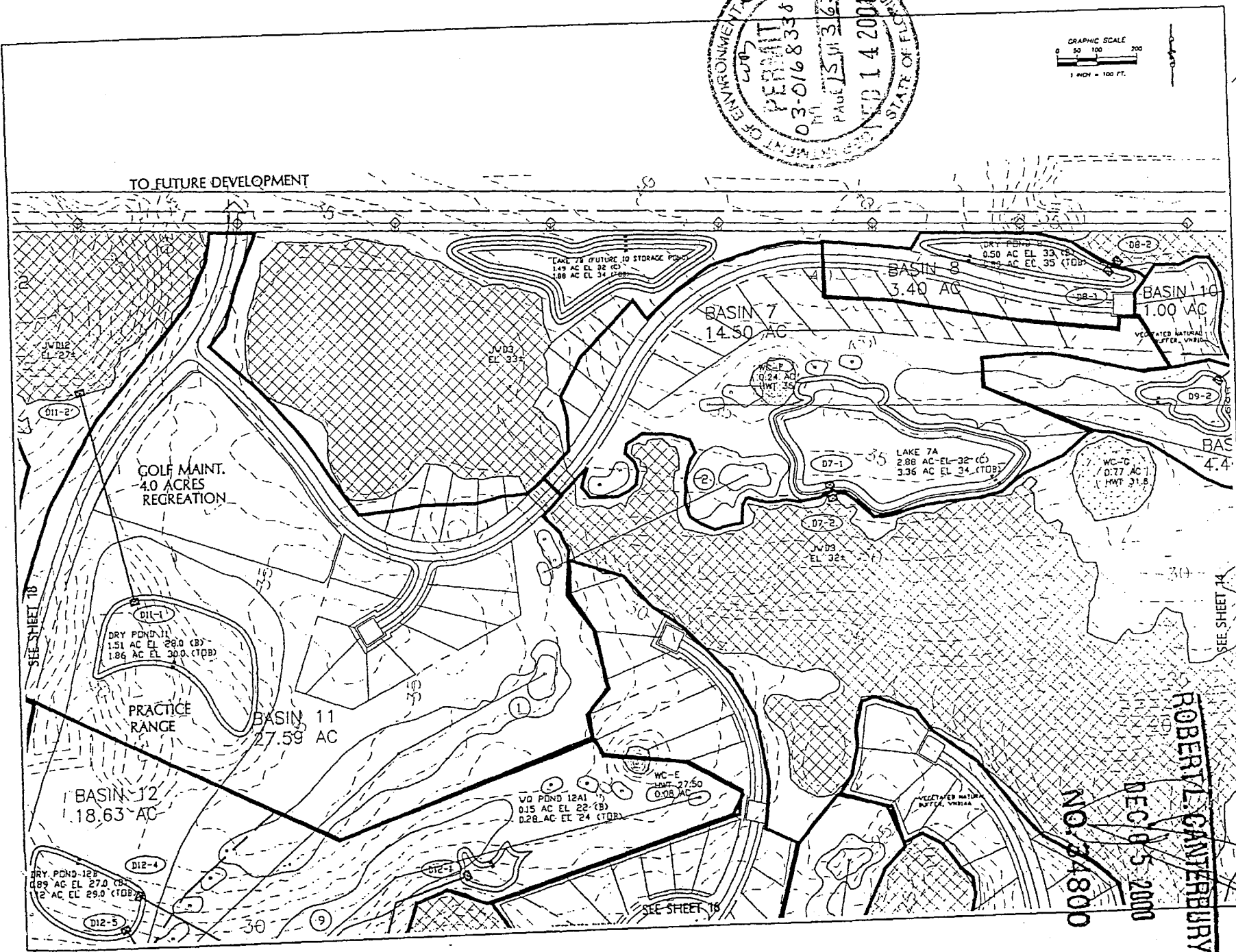
REVISION DATE

NO. 24800  
DEC 05 2000

PROJECT: LAKE POWELL GOLF DEVELOPMENT  
SHEET TITLE: MASTER DRAINAGE POST-DEVELOPMENT BASINS MAP

DATE: 07/07/00

15 OF 25  
99-21



TO FUTURE DEVELOPMENT

SEE SHEET 10

SEE SHEET 14

SEE SHEET 10

ROBERT L. CANTEMBERY, P.E.

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**2C**

## MAINTENANCE AGREEMENT

This Agreement is made and entered into this 27 day of AUGUST, 2018 ("the Effective Date"), by and between:

**LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Bay County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431 (the "District"); and

**WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 1110 Prospect Promenade, Wild Heron Association Office, Panama City Beach, FL 32413 (the "Association").

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

**WHEREAS**, the Association is a Florida not for profit corporation organized pursuant to Chapter 720, Florida Statutes, which also operates within the boundaries of the District;

**WHEREAS**, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the preparation of certain plans and specifications for, and the acquisition, construction, and maintenance of, among other things utility improvements, storm water management improvements, and landscaping ("Improvements" as further defined herein below) to the Association;

**WHEREAS**, The Association, on behalf of and for the benefit of its members, has agreed to undertake, pursuant to the terms of the Agreement, maintenance services and responsibilities of the District as provided herein and attached hereto;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

#### **1.0 Recitals**

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

## **2.0 Description of Improvements**

The Improvements that are the subject of this Agreement are more fully described in the attached **Exhibit "A"**, which exhibit is incorporated by reference.

## **3.0 Performance**

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached **Exhibit "B"** (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities and agencies permits, requirements, rules, acts, statutes, ordinances, orders, regulations, and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) Northwest Florida Water Management District; (c) Florida Department of Environmental Protection; and (d) Bay County, Florida.

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein. The District shall not be required to pay the Association for the provision of maintenance services provided pursuant to the terms of this Agreement. The Association shall privately assess properties within the District for the cost of the maintenance services provided and the private assessments shall take the place of public maintenance assessments that could otherwise be levied by the District.

#### **4.0 The Association's Responsibility for Acts of Force Majeure**

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of an act of God, such as a hurricane, tornado, windstorm, freeze damage, fire, excessive drought, or flooding; provided, however, that if damage from an act of God could have been prevented by proper and routine maintenance, then this section 4.0 shall not apply.

#### **5.0 Emergency Intervention by the District**

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and, in the Districts sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the Districts commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

#### **6.0 Remedies, Default, and Specific Performance**

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Default by Association. If the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default or material breach from the District with an opportunity to cure, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the District s sole discretion, one or more of the Improvements.

(B) Discontinuation and Reimbursement by Association. At such time as the District

should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one or all of the Improvements, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the remainder of the District's fiscal year, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(C) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

## **7.0 Indemnification**

The Association does hereby indemnify and hold the District, its staff and reports, harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, the direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

## **8.0 Insurance**

The Association shall be required, on or before the date of the execution of this

Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (A) "the District, it's staff and reports" as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and
- (B) the District as the certificate holder of the Certificate of Insurance; and
- (C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

#### **9.0 Term of Agreement**

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

#### **10.0 Miscellaneous Provisions**

- (A) **Time of the Essence:** Time is of the essence with respect to this Agreement.
- (B) **Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE  
DISTRICT:**

Lake Powell Residential Golf Community Development District  
Wrathell, Hunt and Associates, LLC,  
2300 Glades Road, #410W  
Boca Raton, Florida 33431  
Attention: District Manager

**AS TO THE  
ASSOCIATION:**

Wild Heron Property Owners Association, Inc.  
1110 Prospect Promenade  
Wild Heron Association Office  
Panama City Beach, FL 32413  
Attention: President

(C) **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

(D) **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **Severability:** The parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

(G) **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

(H) **Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the



formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(K) **Length Transaction:** This Agreement has been negotiated fully between the parties in an arm s length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

(L) **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

(M) **Construction of Terms:** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

(N) **Captions:** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

(O) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

#### **11.0. Public Records:**

(A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be records, in a format that is compatible with the information technology systems of the District.

(B) Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**WRATHELL, HUNT AND ASSOCIATES, LLC  
2300 GLADES ROAD, #410W,  
BOCA RATON, FLORIDA 33431  
[EMAIL: WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM)  
561-571-0010**

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

ATTEST:

LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT

Bruce Soya  
Assistant Secretary

[Signature]  
Chair of the Board of Supervisors

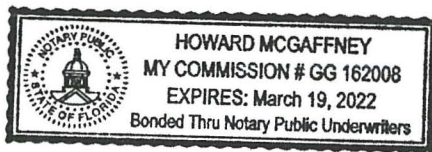
This 27 day of August, 2018

STATE OF FLORIDA  
COUNTY OF BAY }

The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2018, by Tom BALDUF, as Chair of the Board of Supervisors for LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[Signature]

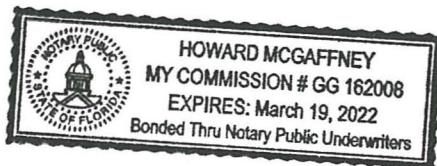
Notary Public  
My commission expires:



The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2018, by BRUCE SOYA, as Assistant Secretary for LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[Signature]

Notary Public  
My commission expires:



**WILD HERON PROPERTY OWNERS  
ASSOCIATION, INC.**

By: *Kenneth E Buchholz*  
Name: KENNETH E BUCHHOLZ  
Title: PRESIDENT  
Address: 1110 PROSPECT PROMENADE  
PANAMA CITY BEACH, FL 32413  
This 2 day of NOVEMBER, 2018

STATE OF FLORIDA  
COUNTY OF Bay }

The foregoing instrument was acknowledged before me this 2 day of November, 2018, by Ken Buchholz, as President for **WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**, who is personally known and/or produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

*Cynthia Denise Thomas*  
Notary Public  
My commission expires:



EXHIBIT A  
TO MAINTENANCE AGREEMENT

Description of Improvements

All Neighborhood Infrastructure Improvements described in Lake Powell Residential Golf Community District Improvement Plan prepared by McNeil Carroll Engineering, Inc., dated \_\_\_\_ of \_\_\_\_\_, 2018, and supplemented from time to time, including, but not limited to, ponds and stormwater management located adjacent to and under neighborhood roadways; and all Landscaping, mulching, annual flower rotations, irrigation, fertilization, pest control, tree and shrub pruning for all District owned roadways, perimeter berms, wet and dry pond areas, roundabout, community entry features, monuments or other District owned improvements related to landscaping.

EXHIBIT B  
TO MAINTENANCE AGREEMENT

Description of Maintenance Services

1. Storm water management maintenance activities include, but are not limited to, aquatic weed control within the lakes, removal of debris and trash from the lakes and lake banks, periodic cleaning of drainage pipes, culverts and French drains, maintenance and replacing landscaping within storm water management areas, including mowing, weed control, and regular application of herbicides, tree trimming, shrub trimming, and maintenance of irrigation systems.

2. Landscape maintenance activities include, but are not limited to, maintenance of landscaping located in rights-of-way, perimeter berms, lake areas and community entrances, and irrigation systems and facilities. Activities include, but are not limited to, mowing, edging, application of mulch, removal of weeds, fertilization, annual color rotations, watering, pruning of trees, and shrubs, controlling insects and disease, and maintaining/repairing and replacing irrigation pumps, lines, valves, and heads as needed.

EXHIBIT C  
TO MAINTENANCE AGREEMENT

Schedule of Insurance Coverage(s)

Commercial General Liability	\$1,000,000	General Aggregate
\$1,000,000		Products & Completed Operations
\$1,000,000		Personal & Advertising Injury
\$1,000,000		Occurrence
\$ 100,000		Fire Damage
\$ 5,000		Medical Payments
\$1,000,000		Hired & Non-Owned Auto Workers Compensation
Employers Liability	\$500,00	Bodily Injury Each Accident
\$500,000		Disease Policy Limit
\$500,000		Disease Each Accident

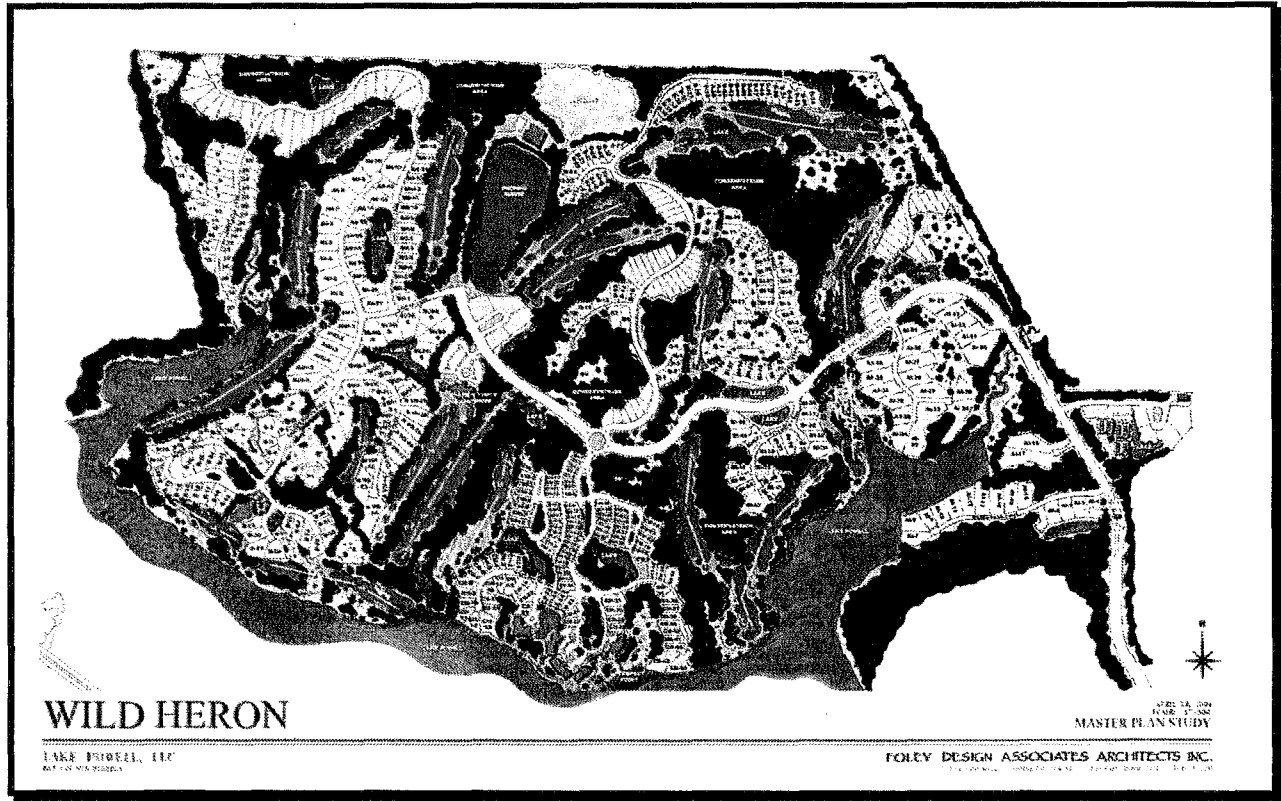
Association shall name the District, its staff and reports as additional insureds under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**2D**



**WILD HERON**  
**STORMWATER MANAGEMENT SYSTEM**



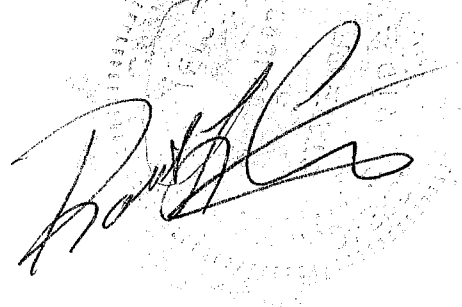
**FINAL CERTIFICATION PACKAGE**  
**DEP PERMIT NO. 03-0168338-001-DF**

Prepared by:

Robert L. Canterbury, P.E. # 034800.  
c/o Panhandle Engineering, Inc.  
3055 Highway 77  
Lynn Haven, Fl 32444  
Ph: 561-719-5398  
Email: [civilengineer01@earthlink.net](mailto:civilengineer01@earthlink.net)

July 2007

*certificate should say  
Lynn Haven*



Mr. Todd S. Wilkinson  
Assistant Vice President  
Professional Wetland Scientist  
Environmental Services, Inc.  
12605 Emerald Coast Parkway, Suite 3  
Destin, Florida 32550

Re: Lake Powell Golf Development  
Bay County, 03-0168338-001-DF

Dear Mr. Wilkinson:

Your modification request, 03-0168338-004-DF, received on August 22, 2001, has been reviewed by Department staff. The modification involves: (1) marginally reducing the size of and slightly relocating Lake 21A in drainage basin 21; (2) relocating dry pond 24C to the south end of golf hole #12 green in drainage basin 24; (3) relocating dry pond 27B (and renaming it dry pond 30, without a pump system) to the northeast, adjacent to golf hole #11 in drainage basin 27, thereby eliminating drainage basin 27B and creating new drainage basin 30; and (4) totally reworking the Village Tract site plan, including specific new development, converting a non-jurisdictional isolated wetland into new Lake 18C, slightly modifying Lakes 18A and 19B, reconfiguring drainage basins 17, 18, and 19, and creating two new drainage basins 31 and 32, runoff from which will be treated by vegetated natural buffers.

Since the proposed modification is not expected to result in adverse environmental impact or water quality degradation, the referenced permit is hereby modified as requested.

This approval letter does not alter the original expiration date of February 14, 2006, general or specific conditions, or monitoring requirements of the permit. Please attach this letter to the permit and substitute the enclosed 8-1/2 by 11-inch copies of Construction Plan Sheets 2, 11, 12, 16, 17, 18, 19, 24, and 25, and lake littoral shelf planting detail sheets for Lakes 18A and 19B, for the like-numbered/named sheets in the original permit or the modification approved on June 8, 2001. Also, add the enclosed lake littoral shelf planting detail sheet for new Lake 18C.

If you have any questions, please contact Cliff Street, P.E., at (850) 595-8300, extension 1135.

Sincerely, etc. (for CAK)

Enclosures: 8-1/2 by 11-inch plan sheets (12)  
Cc: Bob Canterbury, P.E., Canterbury Engineering  
Des O'Neill, The Head Companies

TO: File

FROM: Cliff Street, P.E.

DATE: January 2, 2001

SUBJECT: Review of Stormwater Aspects of 03-0168338-001-DF, Medallist Golf Development, L.P. (Lake Powell Golf Development, L.P.)

I have reviewed the application, other printed material, drawings, calculations, geo-technical report, responses to three requests for additional information (RAIs), (as well as several unofficial responses correcting deficiencies remaining in the last official RAI), and other related information associated with this project. The chronology associated with the application follows.

The original D/F application was received by the Department on April 5, 2000. At that time, the application did not include stormwater-related aspects, and my initial RAI outlined the various permitting options available to the applicant. Up to that point, it was the applicant's plan to attempt to qualify for a separate stormwater general permit.

However, the Department took the position that, in order to provide reasonable assurance of environmentally acceptable operation of the golf course, an individual permit, with specific

conditions requiring an Integrated Pest Management Plan, a golf course management plan and a water quality monitoring plan, would be required.

Rather than seek a separate stormwater construction permit, the applicant has chosen to include the stormwater aspects in the D/F permit application, with the first stormwater-related submittal received officially on August 24, 2000, (although I had already been reviewing an "unofficial" version submitted to me directly by the principle engineer in late July).

The first significant RAI regarding stormwater was sent on September 6, 2000, and a response was received on October 17<sup>th</sup>. A second RAI was sent on November 14<sup>th</sup>, with a response received on December 7<sup>th</sup>. Review of this response identified numerous relatively minor remaining deficiencies. These were discussed several times informally by phone with the principle engineer, Bob Canterbury, and with Panhandle Engineering, the firm that designed the roadway network. Required corrections were submitted directly to me, obviating the need for another formal RAI. All necessary information was finally received on December 21st.

After review of all prior information and the additional information provided unofficially at my request, I find that the application is now complete for stormwater aspects as of the date of receipt of the last official RAI response, December 7<sup>th</sup>. My evaluation follows.

The project is located on the north shore of Lake Powell, an Outstanding Florida Water (OFW), just east of the Walton County/Bay County line. It comprises approximately 730 acres in Sections 29, 30, 31 and 33, Township 2 South, Range 17 West in Bay County.

The project site comprises two distinct tracts of undeveloped land. The southern tract adjacent to Lake Powell remains largely undisturbed and includes both upland and wetland communities. A jurisdictional Final Declaratory Statement has been obtained for the southern tract. The northern tract is largely in silviculture, having been timbered for many years, and also contains both upland and wetland communities.

The wetlands are typically associated with titi sloughs draining to Lake Powell; however, numerous isolated wetlands (COE jurisdiction only) are scattered throughout the project site. The uplands comprise mostly pine plantation, with five soils predominating: Lakeland, Leon, Foxworth and Chipley sands, all on 0 to 5 percent slopes, and Hurricane sand. The site varies in grade from plus 2 near the lake to plus 32 in the northern portions of the property.

The golf course will comprise a par 72, 18-hole layout and has been designed to conform to the longitudinal upland areas as much as possible. It will be constructed on approximately 57 acres, including practice putting green and driving range. No dredging or filling of wetlands will be required for construction of the golf course. Only non-mechanized hand clearing of vegetation will be accomplished, on a little over 8 acres, according to the original D/F application.

The practice driving range will be constructed over a filled isolated wetland (COE regulated). Golf cart path crossings over wetlands, comprising just over 0.5 acres, will be on 12-foot wide, pile-supported structures. The golf course will be graded to prevent surface runoff into wetlands. Vegetated upland buffers of varying widths will be

maintained adjacent to all wetlands, including Lake Powell.

A main entrance road will connect with U.S. 98 and enter the property near the southeast corner. The first, approximately 7000 feet of the road has both 100 and 60-foot rights of way owned by the applicant. Maintenance responsibility for the right of way will be turned over to the county at some agreed future date.

The roads within the property limits will remain private. There will be approximately 33 wetland crossings, including several bridges, impacting slightly more than 6 acres. Aside from the bridge crossings, the remaining crossings will be generally filled and culverted. The scope of the project also includes 4 docks. Others have done analysis of minimization/mitigation of wetland impacts.

There will be three right of way widths within the property: 100, 60, and 40 feet. Each typical roadway section will have shallow, grassed swales on both sides providing both conveyance and treatment.

The proposed development includes up to 599 residential lots and a town center containing neighborhood commercial developments and condominium/hotel rooms. Residential lot fill has been minimized and only COE wetlands will be impacted, according to the application narrative.

The Bay County Comprehensive Plan requires a minimum 30-foot buffer around all wetlands regulated by the State. The design of both the golf course and the lots will incorporate this minimum requirement.

The developer is proposing a Community Development District (CDD) as defined by statute. The CDD will be responsible for implementing and overseeing any specific conditions of regulatory permits, as well as controlling the application of pesticides and fertilizers on individual lots and common areas.

The developer will implement a comprehensive Environmental Management Plan, prepared by a firm with extensive experience in proper golf course management, which will be both scientifically based and proactive. The plan will integrate golf course design, golf course cultural practices, Best Management Practices, Integrated Pest Management, environmental monitoring, and maintenance facility planning and operations.

The Integrated Pest Management Plan will concentrate on protecting water sources, including Lake Powell, from contamination by phosphorus and nitrogen, as well as pesticides. Management zones will be established, with applications of fertilizer and pesticides variably controlled, depending on the zone. For example, in the Lake Powell zone (Zone C), there will be no spraying within 40 feet landward of the lake. There will also be no pesticide applications and only organic fertilizers will be used. Management controls will be implemented for the bridge crossings, as well.

Fertilizers will be applied by fertigation (chemicals combined with irrigation water), employing a state-of-the-art computerized irrigation system with individual sprinkler head control. Only approved pesticides will be used, and the most environmentally harmful will be banned altogether. Pesticides will be applied only when and where required, and only in strictly limited quantities. A number of other BMPs will be



employed, all designed to maintain an environmentally friendly operation.

The developer has provided a comprehensive monitoring plan for water quality, which will include monitoring of both ground and surface water before, during and after construction. The plan describes specific sampling locations, frequency of sampling, a comprehensive list of analytes for both field and laboratory analysis, and laboratory methodology to ensure quality control. Only a certified lab will do analyses, with reports provided on a regular basis.

The sampling locations include several outfalls to Lake Powell, as well as other strategic locations throughout the development. If testing results detect exceedances of water quality standards, or even an increasing adverse trend, then management practices will be reviewed and modified as necessary. This may include termination of use of certain chemicals, and modifications to ongoing operations.

The golf maintenance area will be constructed and maintained to the highest standards. Pesticides will be properly stored and mixed under strict control. The wash pad will be concrete and sloped to control all runoff. The fuel island will be covered, lighted, with an elevated pad to contain spills, and with fuel stored in aboveground tanks.

Implementation of the Environmental Management Plan, including the Integrated Pest Management Plan and the Water Quality Management Plan, will be required by a specific condition.

The post-development site will be divided into 29 separate drainage sub-basins. The stormwater



treatment best management practices (BMPs) for meeting water quality standards in the design for these drainage areas include: retention with natural percolation in 24 dry ponds; swales on both sides of the roadway network throughout its length; undisturbed vegetated natural buffers (VNBs) at the backs of residential lots adjacent to wetlands; and wet detention, with planted littoral shelves, in eleven lakes located throughout the golf course and residential development areas.

Because Lake Powell is an OFW, the stormwater treatment requirements will be based on 150% of the norm. For retention-type BMPs, that will equate to 0.75 inches of runoff, as opposed to the normal one-half inch of runoff, or 150% of the runoff from one inch of rainfall. For swales, the requirement will be 100% (as opposed to 80%) of the runoff from a 3-year, 1-hour storm. For VNBs, the requirement will also be based on 100% of the runoff from a 3-year, 1-hour storm, since all of the VNB areas have soils sufficiently permeable to allow use of the swale methodology for predicting treatment. For the wet detention design of the eleven lakes, the minimum treatment volume requirement will be 1.5 inches of runoff, rather than the normal one-inch.

For the eleven lakes, the design criteria used has been more or less standardized, based on criteria contained in Chapter 6 of the Florida Development Manual (FDM). With one exception, the treatment volume provided in the lakes exceeds the minimum requirement (based on 150%) by anywhere from 105% to more than 250%, depending on the individual lake. The treatment volume depth used is the optimal maximum 1.5 feet, with the exception of five lakes, where the depth has been increased to an authorized 2.0 feet to provide more treatment volume. The one treatment volume deficiency will

be compensated for in other treatment BMPs, as indicated further on in this memo.

In the aggregate, the eleven wet detention lakes will drain just under 157 acres, both golf course and residential/commercial, requiring 19.6 acre-feet of treatment. Just over 27 acre-feet of treatment will be provided, approximately 138% of the requirement.

Treatment volume will be drawn down (metered out), half in 60 hours, via a circular orifice varying in diameter between two and four inches. The orifice will be drilled in the end of a "turned-down", capped, oversized PVC pipe connected to a concrete discharge structure, with the flow line of the horizontal length of pipe located at the normal water level (NWL) in the pond. The turned-down pipe will also be protected with a skimmer. The top of treatment will be limited by a weir in the discharge structure, which will also control the rate of discharge, a water quantity consideration regulated by Bay County rather than the Department.

The permanent pool volume (PPV) will be contained in a nominal depth of eight feet below the NWL. Again with one exception, the PPV requirement, based on 150% of the weighted runoff during 14 days (of residence time), as calculated for the rainy season (the most conservative criteria), has been exceeded in every lake. In the aggregate, the amount of PPV provided is nearly 200% MORE than the amount required, again based on 150% of the norm.

The planted littoral zone will be on a minimum 6:1 slope around the lake perimeter, extending from the top of treatment (or top of the planted zone) to two feet below the NWL, a maximum vertical

distance of four feet. This potential coverage encompasses three of the four zones described in the Florida Development Manual (FDM): Zone 1 (extending from plus 0.5 feet above the NWL to the top of treatment); 2 (extending from plus 0.5 feet above to minus 1.0 feet below the NWL; and 3 (extending from minus 1.0 feet to minus 2.0 feet below the NWL).

Calculations have been provided to show that the plantings will occupy an area between 30 and 50% of the area at the NWL in accordance with acceptable design; but, to achieve an acceptable percentage of coverage, the entire four feet of slope will not be planted in every case. The Department must approve the exact planting regime, including types and locations of plants, and the percentage of coverage, before construction begins. This requirement will be contained in a specific condition of the permit.

Based on the designed side slopes, the lakes will not be required to be fenced, since the slopes will be equal to or greater than 4:1 out to a depth of at least two feet below the NWL, in accordance with the stormwater rule.

The geo-technical report indicates that the water table will fluctuate significantly over time; therefore, each lake will be lined with a 20-mil impervious membrane from the bottom to the top of the planted littoral zone. A minimum of one foot of organic material will be placed on top of the liner to allow for rooting of the plants and to "anchor" the liner in place permanently.

Notes on the drawings require that the plants be planted on minimum three-foot centers and there is a guarantee of 85% survival of the plants over

three years, with periodic written and photographic reports of progress.

The one lake, mentioned above, which fails to completely meet the treatment volume and PPV requirements is Lake 18A, located adjacent to the town center. This lake will provide treatment for the town center and surrounding development. These tracts or "pods" of development have not been completely designed, although treatment for the areas involved has been identified, which is acceptable.

A specific condition of the permit will require Departmental approval of the final design for these areas before construction begins. The condition will also require that the deficient treatment volume in Lake 18A be compensated for in one or more of the individual "pod" designs.

The 24 dry retention ponds are located throughout the property, and serve both golf course and residential/commercial development. All ponds have been conservatively designed. In the aggregate, the ponds drain just under 200 acres, requiring a treatment volume of about 12.4 acre-feet. The ponds will retain just under 19 acre-feet, approximately 153% of the requirement, and recover that entire amount in less than 72 hours, using a conservative percolation rate. The water table should not create a problem, since volume recovery calculations were based on a mounding analysis using the estimated seasonal high water table elevation.

The roadside swales have been shown to recover much more than the required 100% of the runoff from a 3-year, 1-hour storm, in the hour of the storm event, using the design approach of the FDM. In certain areas (one example is the first 7000 feet

of the entrance road), roadside swales (in some instances together with vegetated natural buffers) provide the only treatment. In these instances, earthen (or perhaps concrete, if Bay County requires them) ditch blocks will be located in the bottoms of the swales to provide retention volume.

In addition, overflows for much of the remainder of the roadway length will discharge via ditch bottom inlets to another of the treatment BMPs. In other words, all roadway right of way areas have been included in the drainage areas served by one of these other BMPs. This results in a conservative design for proper treatment of the roadway runoff.

The VNBS, located primarily at the rear of residential lots adjacent to jurisdictional wetlands, will directly drain just under 124 acres. Calculations have been provided to show that the minimum buffer width of 30 feet will be adequate to "treat" 100% of the runoff from a 3-year, 1-hour storm, using the swale methodology allowed for soils with adequate percolation, as in this case. In addition, the treatment volume requirement of 7.7 acre feet for these 124 acres, representing 150% of the standard one-half inch of runoff requirement, has been compensated for by the "over treatment" provided in the other BMPs, as outlined above. This compensated treatment is a condition of use of the VNBS.

In addition to the water quality treatment noted previously, Bay County's water quantity requirements will also be satisfied. (Although a review of the calculations was NOT done, since this involves water quantity considerations, which are not regulated under the stormwater rule applicable in this District).

Further, overflows from stormwater management systems near Lake Powell will be directed to pump stations and then pumped back up into the drainage sloughs, so that the water will be "treated" naturally via the wetlands and flowing creeks, before emptying into the lake. This is not required; but does help to satisfy the "reasonable assurance" aspects.

Maintenance responsibility for the stormwater management systems in the residential areas will be vested in a Lake Powell Master Homeowner's Association, and various Neighborhood associations. These associations will be responsible for maintenance of all common areas, including the stormwater systems. Signed/notarized Articles of Incorporation for the master association have been provided. The signed/notarized Declaration of Covenants, Conditions and Restrictions will be provided before construction begins on any of the residential areas. This requirement will be contained in a specific condition.

Erosion control is considered adequate. Barriers will be placed at all wetland road crossings, between (adjacent to) the golf course and the wetland sloughs and Lake Powell, around stormwater ponds and lakes, and in other strategic locations. The erosion control plans will be attached to the permit (if/when issued) and specific conditions will require proper use of erosion control measures at all times and places to protect the environment. Combined with the widespread use of undisturbed upland buffers adjacent to all wetlands, the site should be properly protected, IF the contractor is constantly vigilant (and diligent!).

In addition to specific conditions previously described, several other specific conditions

related to the stormwater aspects of the project are required. All required stormwater-related specific conditions are attached to this memorandum. In addition, 109 sheets of reduced size drawings detailing the stormwater design, including erosion control, will need to be attached to the permit (if/when issued). These drawings will be identified to the D/F permitter for inclusion in the permit.

Based on all of the above, and with the specific conditions attached, I find that the project as currently designed satisfies all of the requirements of 62-25, FAC, and recommend issuance of an Intent to Issue the permit, with required publication of notice, if/when all other requirements have been met.

Attachment: Specific Conditions

LAKE POWELL, Edited Version

Specific Conditions

1. Before construction (including clearing) begins on the town center or any of the surrounding tracts, the permittee shall submit final plans to the Department, and receive approval to construct in writing. Further, one or more of the developments shall contain BMP(s) which shall provide stormwater treatment for at least 0.93 acre-feet of runoff, to compensate for the deficient treatment volume contained in Lake 18A.
2. Before construction (including clearing) occurs in any of the residential tracts, the permittee shall submit to the Department the signed/notarized (and if appropriate, recorded) Declaration of Covenants, Conditions and Restrictions.
3. Before any littoral zones are planted in any of the eleven lakes, the permittee shall submit to the Department for approval (and receive such approval in writing) a proposed site-specific planting plan, based on the information shown on Sheet 21 of 25 of the Master Stormwater Management System plans, and Chapter 6 of the Florida Development Manual.



4. Within 30 days following completion of construction of the golf course, or any of the individual development tracts where specific stormwater treatment is employed (e.g., town center, villages, public facilities, special events park, etc.), the permittee shall submit to the Department at the address shown in Specific Condition an As Built Certification prepared by a Florida registered professional engineer. The certification shall also include as built drawings, if the constructed stormwater-related portions of the project are different from the permitted design.
  
5. Not less than 90 days prior to the expiration of this permit, the permittee shall apply to the Department for a stormwater operating permit, using the forms, and accompanied by the fee, specified by regulations in existence at that time.

**MONITORING REQUIRED:**

Monitoring will be required as described in Specific Condition above.

Mr. Todd Wilkinson  
Assistant Vice President  
Professional Wetland Scientist  
Environmental Services, Inc.  
12605 Emerald Coast Parkway, Suite 3  
Destin, Florida 32550

Re: Lake Powell Golf Development  
Bay County, 03-0168338-001-DF

Dear Mr. Wilkinson:

Your modification request, 03-0168338-007-DF, received on December 12, 2001, has been reviewed by Department staff. The modification identifies the proposed phasing of the Lake Powell Golf Development in order to allow for the certification of the project in phases that will match the completion of infrastructure and platting of the property through Bay County.

It is understood that the phase lines were developed to insure that no drainage basin was divided between two certification phase lines. Therefore, before a specific basin can be certified, all of the facilities within that basin must be complete, both from a water quality treatment aspect as well as attenuation. This includes all ponds, lakes, littoral shelf plantings, piping and outfall control structures.

Since the proposed modification is not expected to result in adverse environmental impact or water quality degradation, the referenced permit is hereby modified as requested.

This approval letter does not alter the original expiration date of February 14, 2006, general or specific conditions, or monitoring requirements of the permit. Please attach this letter to the permit and substitute the enclosed 8-1/2 by 11-inch copy of Construction Plan Sheet 11 for the like-numbered sheet in the modification approved on September 18, 2001.

If you have any questions, please contact Cliff Street, P.E., at (850) 595-8300, extension 1135.

Sincerely, etc. (CAL)

Enclosure: 8-1/2 by 11-inch Construction Plan Sheet 11

Cc: Bob Canterbury, P.E., Canterbury Engineering  
Des O'Neill, The Head Companies

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Todd S. Wilkinson  
Assistant Vice President  
Professional Wetland Scientist  
Environmental Services, Inc.  
12605 Emerald Coast Parkway, Suite 3  
Destin, Florida 32550

Re: Lake Powell Golf Development  
Bay County 03-0168338-001-DF

Dear Mr. Wilkinson:

Your modification request, 03-0168338-003-DF, received on May 10, 2001, has been reviewed by Department staff. The modification involves: (1) relocating and reconfiguring dry stormwater ponds at golf holes 6 and 7 in Basins 15 and 17; (2) clearing and re-vegetating VNB5A; (3) changing the tennis center site to multi-family housing with a new dry stormwater pond, re-directing the runoff associated with this area from Basin 21 to Basin 12, and deleting a stormwater pump at golf hole 9; (4) re-grading around the tee at golf hole 4 in Basin 6; (5) reducing stormwater pump sizes at golf holes 7 and 17 in Basins 17 and 21; and (6) replacing stormwater pumps with a gravity system at golf holes 14 and 15 in Basin 23.

Since the proposed modification is not expected to result in adverse environmental impact or water quality degradation, the referenced permit is hereby modified as requested.

This approval letter does not alter the original expiration date of February 14, 2006,

General or Specific Conditions, or monitoring requirements of the permit. Please attach this letter to the permit and substitute the enclosed 8-1/2 by 11-inch copies of Construction Plan Sheets 11, 12, 15, 16, 17, 19, 20, 24 and 25 for the like-numbered sheets in the original permit.

If you have any questions, please contact Cliff Street, P.E., at (850) 595-8300, extension 1135.

Sincerely, etc (CAK)

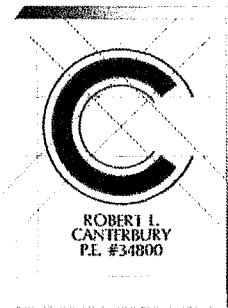
Enclosures: 8-1/2 by 11-inch Plan Sheets (9)

Cc: Bob Canterbury, P.E., Canterbury Engineering  
Des O'Neill, The Head Companies

Cc:

July 3, 2007  
Project # 04-037

Mr. Cliff Street  
State of Florida, Department of Environmental Protection  
Northwest District Office  
160 Governmental Center, Room 308  
Pensacola, FL 32502-5794



Subject: **Wild Heron (p/k/a Lake Powell Golf Development)**  
**DEP Permit No. 03-0168338-001-DF**  
**Engineer's Certification of Completion**  
PE Project No. 60521

Dear Mr. Street:

On behalf of my client, Panhandle Engineering, Inc., I am pleased to submit to you one copy of the Certification of Completion package for the above referenced project. This certification package and the documents enclosed therein certify that the stormwater discharge facilities have been constructed in accordance with the design approved by the Department. Enclosed with the certification packages are two copies of full size Record as-built drawings.

Please accept this letter as notification to the Department that the facility is ready for inspection.

The facilities have been constructed substantially in accordance with approved plans and specifications and any deviations will not prevent the facilities from functioning in compliance with the requirements of Chapter 62-25 of the Florida Administrative Code (FAC). The enclosed documents note and explain substantial deviations from the approved plans and specifications. This certification is based upon on-site observation of construction which I have conducted over the last three weeks for the purpose of determining if the work was completed in compliance with approved plans and specifications.

An application for a General Permit for the Operation Phase of the project in accordance with FAC Chapter 62-25.801 is included herein. Also attached is a check in the amount of Two Hundred and Fifty Dollars (\$250.00) made payable to the Dept of Environmental Protection for the processing of the Application for a General Permit for the Operation Phase of the project.

The overall Certification Package includes the following:

**1. Copy of Transmittal Letters to DEP and Bay County**

**2. Certification Documents**

- 2.1. As-Built Certification by Professional Engineer (DER Form 17-1.215(2), Page 4, per Chapter 17-25 Florida Administrative Code), signed and sealed.
- 2.2. Engineer's Narrative of Plan Modifications and Deviations, signed and sealed.
- 2.3. Engineer's Inspection Certification (ERP form *for reference only*, not signed and sealed)
- 2.4. Engineer's As-Built Certification (ERP form *for reference only*, not signed and sealed)
- 2.5. Copy of Corps of Engineer's Wetland Impact Certification (submitted April 23, 2007 by Panhandle Engineering, Inc.)
- 2.6. Copy of Original Consolidated Wetland Resource Permit and Intent to Grant Sovereign Submerged Lands Authorization
- 2.7. Narrative Report of Status of Specific Conditions

**RECEIVED**

**JUL 3 0 2007**

**NORTHWEST FLORIDA  
DEP**

3. **DEP General Permit Application for Operation Phase**
  - 3.1. Notice of Intent to Use General Permit (Section 17-4.71)
  - 3.2. Copy of recorded transfer of title for surface water management system
  - 3.3. Copy of recorded Plats, Plats I thru XIV (reduced 8-1/2" x 11")
  - 3.4. Joint Stormwater Management Compliance Agreement (CDD/POA)
  - 3.5. Joint Stormwater Management Compliance Agreement (CDD/Golf Club)
  - 3.6. Copy of recorded Restrictive Covenants, Articles of Incorporation & Certification of Incorporation
  
4. **As-Built Data & Evaluation:**
  - 4.1. Summary of Findings
  - 4.2. As-Built Water Quality Treatment Summary Table
  - 4.3. As-built Pre versus Post Peak Discharge Comparison Table
  - 4.4. As-Built Maximum Discharge Summary Table
  - 4.5. As-Built Pervious / Impervious Land Use Table
  - 4.6. As-Built Minimum Permanent Pool Volume Table
  - 4.7. As-Built Basin Exhibits, 8x11, (signed and sealed)
  - 4.8. As-Built Record Drawings, reduced, 11"x17"
  - 4.9. As-Built Drainage Basin Analysis (by basin)
    - 4.9.1. Land Use Summary
    - 4.9.2. Detailed Land Use, Site Grading, Soil Storage and Curve Number Calculations
    - 4.9.3. Stage-Storage Computations, if applicable
    - 4.9.4. ICPR Node Min-Max Report with Maximum Discharge Values
  
5. **Lake Littoral Shelf Planting Certifications (by Berryman Environmental)**
  
6. **Vegetated Natural Buffer (VNB) Certification Package (by Panhandle Engineering, Inc.)**
  
7. **Narrative of Provision of Electrical Power for Golf Course Storm Water Pump Stations**
  
8. **Narrative of Status of Ground Water and Surface Water Monitoring Program**

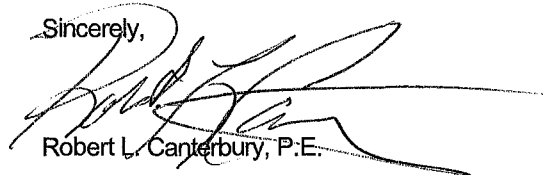
**Attachments:**

Exhibit A: As-Built Drawing Exhibit, Overall Project, 1 Sheet, 36" x 48", signed and sealed.  
 Exhibit B: As-Built Drawing Exhibits, Overall Project, 11 sheets, 24" x 36", signed and sealed.

As indicated in sections 1.2 and 1.3 above, the Engineer's Inspection Certification form and Engineer's As-Built Certification forms are for reference only. These forms will be applicable once the ERP regulations are adopted by the Department which currently anticipated occurring in October of this year. Again, as per our conversation, these forms are being submitted for reference only and are not signed and sealed.

The enclosed certification package includes documentation that adequate provisions have been made for the operation and maintenance of the facility and for meeting the special permit conditions, including water quality monitoring. To the best of my knowledge, there are no compliance or enforcement actions associated with this project.

If you have any questions, please do not hesitate to contact me.

Sincerely,  
  
 Robert L. Canterbury, P.E.

cc: James Slonina, Panhandle Engineering, Inc.  
 Charles Sibley, Head Companies  
 Josee Cyr, Bay County (2 copies)

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**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**2E**



**JOINT STORMWATER MANAGEMENT COMPLIANCE AGREEMENT**

THIS JOINT STORMWATER MANAGEMENT COMPLIANCE AGREEMENT (“Agreement”) is made and entered into by and between LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established and existing under Chapter 190, Florida Statutes (the “District”) and WILD HERON PROPERTY OWNERS ASSOCIATION, INC., a corporation not-for-profit (the “Association”).

IN CONSIDERATION OF the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the District and the Association agree as follows:

1. Background Facts.
  - A. The District holds Florida Department of Environmental Protection Consolidated Wetland Resource Permit-Permit/Authorization No. 03-0168338-001-EF and Army Corps of Engineers Wetland Permit No 1999902613 (IF-DH) (the “Permits”), which impose certain obligations for management of stormwater within the overall Wild Heron project (the “Property”). “Permits” shall include any future modifications thereof.
  - B. The stormwater system (“System”) includes collection stations, lift stations, stormwater drains, stormwater retention areas, stormwater distribution systems, and ancillary improvements made thereto located within the jurisdictional boundaries of the District.
  - C. The District has the obligation to maintain the System serving the Property pursuant to the Permits.
  - X D. Portions of the System are located on Property owned or controlled by the Association, as generally depicted on Exhibit “A” (the “Association Subsystem”). The Association System primarily consists of wet and dry treatment basins serving non-District rights-of-way, stormwater pump stations, and rear lot line vegetated natural buffers. The Association owns the portion of the Property more particularly described on Exhibit “B”.
  - X E. The Association has agreed to maintain the Association Subsystem in compliance with all of the conditions and requirements of the Permits, as more particularly described herein.
2. Operation and Maintenance of Association Subsystem. At its sole cost and expense, the Association agrees to operate and manage the Association Subsystem in full compliance with all legal requirements, including compliance with all Permits and other government orders. The Association acknowledges that the System is an integrated system which

includes elements other than the Association Subsystem, and the Association agrees to maintain and operate the Association Subsystem in a manner consistent with the effective operation of the System as a whole.

- X 3. District Responsibility. At its sole cost and expense, the District agrees to:
- A. Maintain the Permits in full force and effect;
  - B. Not modify the Permits except as required by law or government order without the consent of the Association;
  - C. Make all reports, filings, and other deliverables due to the permitting agencies necessary or appropriate to comply with the Permits;
  - D. Notify the Association of any changes in the Permits or in operational or maintenance obligations of the Association pursuant to the Permits;
  - E. Notify the Association of any notices or other correspondence from any government agency relating to the Permits.
4. Default.
- A. In the event the District determines that the Association is not maintaining or operating the Association Subsystem in accordance with this Agreement, it shall notify the Association of such noncompliance in writing and describe with particularity the actions which the Association must take to re-establish compliance with the requirements of this Agreement (the "Default Notice").
  - B. If the Association fails to cure such noncompliance to the reasonable satisfaction of the District within fifteen (15) days after the date of such Default Notice, the District may enter onto the Association Property to conduct any necessary repairs or maintenance on behalf of the Association.
  - C. In the event the District enters the Association Property after a Default Notice, the Association shall immediately reimburse the District for any and all costs incurred by the District pursuant to this paragraph, including any reasonable overhead or administrative charges reasonably attributable to such expenses. Any unpaid sum due pursuant to this paragraph shall accrue interest at the highest rate permitted by law.
  - D. The Association does hereby indemnify and hold the District harmless from and against any fees, fines, charges, penalties, expenses, or other costs incurred by the District as a result of the Association's operation of the Association Property in a manner inconsistent with the requirements of this Agreement or the Permits.

- E. In the event that the Association determines that the District is failing to maintain or operate its portion of the System and, in turn, that the District's failure to maintain its portion of the System is affecting Association property or the Association Subsystem, the District shall be in default of this Agreement and the Association shall be required to provide notice of non-compliance with the Agreement in writing and describe with particularity the actions which the District must take to comply with the Agreement and its management of the System. Thereafter, if the District fails to cure such non-compliance to the satisfaction of the Association within fifteen (15) days after the date of the notice of default, the Association may take whatever measures are necessary in regard to its property to repair and maintain its property and the Association's Subsystem. Any costs of the repair or maintenance of the Association's Subsystem which is caused directly by the failure of the District to maintain its portion of the System shall require the District to reimburse the Association for any costs and expenses associated with any maintenance and repair of Association property caused by the default of the District and/or its duty to maintain its portion of the System.
5. Easement. The Association hereby grants to the District, its licensees, employees, and independent contractors, a perpetual and nonexclusive easement in gross over, across, under, in and through the property of the Association to access and monitor the System and the Association Subsystem and related infrastructure, and after an uncured Default Notice, to maintain, repair and replace the System and Association Subsystem and related infrastructure. Except in the event of an emergency, the District shall provide a Default Notice in the manner as outlined in Section 4 of this agreement. The notice shall state the location within the Association Subsystem upon which the District intends to enter, the estimate of the amount of work to be done, and the estimate of the time to effect the work. The District shall promptly restore any repair site to its condition prior to the work being performed. In the event of an emergency, the District shall make every reasonable effort to contact the Association to enter the Association Property, however the District shall have the right to enter onto the Association Property to inspect, service, maintain or repair the System and the Association Subsystem.
6. Miscellaneous.
- A. Prior Agreements. This Agreement supersedes all prior agreements and constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both parties.
- B. Notice. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and mailed by certified mail, return receipt requested, telefaxed or by overnight delivery as follows:

If to POA: President  
Wild Heron Property Owner's Association  
1436 Wild Heron Way,  
Panama City Beach, FL 32413

If to District: Craig Wrathell  
6131 Lyons Road, Suite 100  
Coconut Creek, FL 33073

With a Copy to: Mike Burke, Esq.  
Burke, Blue, Hutchinson and Walters, P.A.  
221 McKenzie Avenue  
Panama City, FL 32402

unless in each case the Association or District has notified the other in writing of a different address.

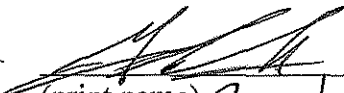
- C. Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- D. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.
- E. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Jurisdiction and venue for any legal action brought in connection in any way with the terms and conditions of this Agreement or the performance or non-performance thereof shall be deemed proper only in the Circuit Court of Bay County, Florida.
- F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- G. Binding Authority. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- H. Expenses of the Parties. Except as otherwise expressly provided herein, each party shall pay all of its own expenses incidental to the negotiation and preparation of the documentation and financial statements relating to this Agreement, and for entering into and carrying out the terms and conditions thereof and consummating the transactions, regardless of whether they are consummated.

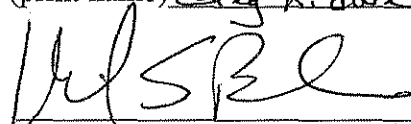
- I. Time of the Essence. Time is of the essence of this Agreement and all performances hereunder.
- J. Attorneys Fees. In the event of any litigation pertaining in any way to this Agreement, the transactions contemplated hereby, or any other agreement related hereto, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and court costs incurred at all trial and appellate levels of the litigation by the non-prevailing party.
- K. Severability. If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, consistent with the purposes and intent of this Agreement.
- L. Further Assurance. Each party hereto covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents as may be necessary or desirable in order to carry out fully and effectuate the transaction herein contemplated.
- M. Gender. The use of any gender in this Agreement shall include all other genders. The singular shall include the plural.
- N. Interpretation. This Agreement, and the exhibits or addenda to this Agreement, have been negotiated at arm's length by the parties hereto, and this parties mutually agree that for the purpose of construing the terms of this Agreement or exhibits or addenda, neither party shall be deemed responsible for the drafting of this Agreement.

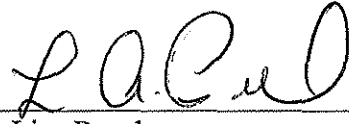
[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and first mentioned above.

LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special-  
Purpose governed, created and existing  
Pursuant to Chapter 190 Florida Statutes

  
(print name) Greg Kidwell

  
(print name) Michael S. Burke

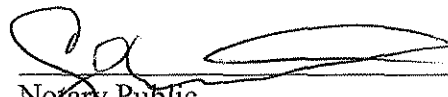
  
By: Lisa Purul  
Its: Chairperson

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 17 day of December 2007, by Lisa Purul as Chairperson of LAKE POWELL RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose governed, created and existing pursuant to Chapter 190 Florida Statutes, on behalf the community development district, who: (notary must check applicable line)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.



  
Notary Public  
My Commission Expires:  
3/13/2011

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**3A**

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



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

	General Fund	Debt Service Fund Series 2012	Total Funds
<b>ASSETS</b>			
Operating accounts			
BB&T	\$ 157,226	\$ -	\$ 157,226
Wells Fargo - operating	381,243	-	381,243
Wells Fargo - money market fund *	204	-	204
Centennial Bank	256,984	-	256,984
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	121,747	-	121,747
FineMark - ICS	737,490	-	737,490
Investments			
Revenue	-	297,734	297,734
Reserve	-	204,663	204,663
Prepayment A	-	37,560	37,560
Due from governmental funds			
Other governments*	45,909	-	45,909
Other	54	-	54
Deposits	225	-	225
Total assets	<u>\$ 1,828,146</u>	<u>\$ 539,957</u>	<u>\$ 2,368,103</u>
<b>LIABILITIES &amp; FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 1,000	\$ -	\$ 1,000
Total liabilities	<u>1,000</u>	<u>-</u>	<u>1,000</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	45,909	-	45,909
Total deferred inflows of resources	<u>45,909</u>	<u>-</u>	<u>45,909</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	100,000	-	100,000
Road project 2022	300,000	-	300,000
Stormwater system upgrades	200,000	-	200,000
Restricted for:			
Debt service	-	539,957	539,957
Assigned to:			
3 months working capital	138,056	-	138,056
Unassigned	793,181	-	793,181
Total fund balances	<u>1,781,237</u>	<u>539,957</u>	<u>2,321,194</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,828,146</u>	<u>\$ 539,957</u>	<u>\$ 2,368,103</u>

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

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 369,715	\$ 528,724	70%
Interest & miscellaneous	64	261	1,000	26%
Revenue certificates	-	66	-	N/A
Total revenues	<u>64</u>	<u>370,042</u>	<u>529,724</u>	70%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	-	5,000	0%
Management	2,596	10,384	31,153	33%
Accounting	918	3,671	11,012	33%
Assessment roll preparation	1,209	4,837	14,510	33%
Audit	1,000	1,500	7,500	20%
Legal	2,338	2,338	6,200	38%
Engineering	-	-	13,280	0%
Postage	296	546	1,775	31%
Telephone	87	350	1,050	33%
Website maintenance	-	-	750	0%
Insurance	-	6,725	7,500	90%
Printing and binding	125	500	1,500	33%
Legal advertising	-	205	2,500	8%
Other current charges	78	536	500	107%
Office supplies	-	-	500	0%
Special district annual fee	-	175	175	100%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	333	1,000	33%
ADA website compliance	-	-	210	0%
Total administrative	<u>8,730</u>	<u>32,100</u>	<u>114,746</u>	28%

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

	Current Month	Year to Date	Budget	% of Budget
<b>Security</b>				
Contractual rangers	14,265	41,824	175,383	24%
Total security	<u>14,265</u>	<u>41,824</u>	<u>175,383</u>	24%
<b>Lake wetland &amp; upland monitoring</b>				
Mitigation and monitoring				
Prescribed fires and gyro mulching	2,400	2,400	46,050	5%
Ecologist	3,745	15,187	57,980	26%
Total lake wetland & upland monitoring	<u>6,145</u>	<u>17,587</u>	<u>104,030</u>	17%
<b>Roadway services</b>				
Roadway repairs and maintenance	-	-	63,700	0%
Bridge repairs and maintenance	-	-	25,000	0%
Storm cleanup	-	47,640	-	N/A
Total roadway services	<u>-</u>	<u>47,640</u>	<u>88,700</u>	54%
<b>Stormwater management</b>				
Operations	-	-	17,250	0%
Electricity - lift stations	29	89	600	15%
Stormwater system repairs	-	-	18,000	0%
Total stormwater management	<u>29</u>	<u>89</u>	<u>35,850</u>	0%
<b>Other charges</b>				
Tax collector	-	7,394	11,015	67%
Total other charges	<u>-</u>	<u>7,394</u>	<u>11,015</u>	67%
Total expenditures	<u>29,169</u>	<u>146,634</u>	<u>529,724</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	(29,105)	223,408	-	
Fund balances - beginning	<u>1,810,342</u>	<u>1,557,829</u>	<u>1,486,134</u>	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	100,000	100,000	100,000	
Road project 2022	300,000	300,000	300,000	
Storm system upgrades	200,000	200,000	200,000	
Assigned				
3 months working capital	181,636	138,056	138,056	
Unassigned	749,601	793,181	498,078	
Fund balances - ending	<u>\$1,781,237</u>	<u>\$1,781,237</u>	<u>\$1,486,134</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 JANUARY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 300,690	\$ 430,016	70%
Interest	1	8	-	N/A
Total revenues	<u>1</u>	<u>300,698</u>	<u>430,016</u>	70%
<b>Debt service</b>				
Principal	-	200,000	200,000	100%
Interest	-	98,162	191,075	51%
Total debt service	<u>-</u>	<u>298,162</u>	<u>391,075</u>	76%
<b>Other charges</b>				
Tax collector	-	6,014	8,959	67%
Total other charges	<u>-</u>	<u>6,014</u>	<u>8,959</u>	67%
Total expenditures	-	304,176	400,034	76%
Excess/(deficiency) of revenues over/(under) expenditures	1	(3,478)	29,982	
Fund balance - beginning	539,956	543,435	536,051	
Fund balance - ending	<u>\$ 539,957</u>	<u>\$ 539,957</u>	<u>\$ 566,033</u>	

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

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2020	210,000.00	5.250%	98,162.50	308,162.50
05/01/2021	-	-	92,912.50	92,912.50
11/01/2021	215,000.00	5.250%	92,912.50	307,912.50
05/01/2022	-	-	87,268.75	87,268.75
11/01/2022	225,000.00	5.250%	87,268.75	312,268.75
05/01/2023	-	-	81,362.50	81,362.50
11/01/2023	235,000.00	5.750%	81,362.50	316,362.50
05/01/2024	-	-	74,606.25	74,606.25
11/01/2024	250,000.00	5.750%	74,606.25	324,606.25
05/01/2025	-	-	67,418.75	67,418.75
11/01/2025	265,000.00	5.750%	67,418.75	332,418.75
05/01/2026	-	-	59,800.00	59,800.00
11/01/2026	280,000.00	5.750%	59,800.00	339,800.00
05/01/2027	-	-	51,750.00	51,750.00
11/01/2027	300,000.00	5.750%	51,750.00	351,750.00
05/01/2028	-	-	43,125.00	43,125.00
11/01/2028	315,000.00	5.750%	43,125.00	358,125.00
05/01/2029	-	-	34,068.75	34,068.75
11/01/2029	330,000.00	5.750%	34,068.75	364,068.75
05/01/2030	-	-	24,581.25	24,581.25
11/01/2030	355,000.00	5.750%	24,581.25	379,581.25
05/01/2031	-	-	14,375.00	14,375.00
11/01/2031	370,000.00	5.750%	14,375.00	384,375.00
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
<b>Total</b>	<b>\$ 3,480,000.00</b>		<b>\$ 1,368,175.00</b>	<b>\$ 4,848,175.00</b>

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

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

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

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

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

<b>Payment Date</b>	<b>Property Location</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>	<b>Balance Due</b>	<b>WO #</b>
	TURTLEBACK TRL, 1416	155.00	509.50	664.50		11073
	LITTLE HAWK DR, 1505	210.80	764.25	975.05		11080
	SKIMMER CT, 1707	195.30	693.49	888.79	158,634.93	11082
6/3/2014	LITTLE HAW LN, 1511	179.80	622.72	802.52		11095
	SHARKS TOOTH TRL, 1601	195.30	693.49	888.79		11134
	SKIMMER CT, 1705	155.00	509.50	664.50	156,279.12	11135
8/5/2014	LOST COVE LN, 1723	195.30	693.49	888.79		11189
	LOST COVE LN, 1732	204.60	735.95	940.55	154,449.79	11223
10/24/2014	LITTLE HAWK LN, 1501	204.60	735.95	940.55		11259
	EGRET LN, 1408	204.60	735.95	940.55		11260
	MEADOWLARK WAY, 1618	266.60	905.78	1,172.38		11277
	LITTLE HAWK LBM 1507	195.31	693.49	888.80		11304
	TURTLE BACK TRL, 22703	285.20	1,019.00	1,304.20		11315
	W WATEROAK BEND, 1214	241.80	905.78	1,147.58		11362
	SALAMANDER TRL, 1520	229.40	849.17	1,078.57	146,977.18	11370
2/12/2015	LITTLE HAWK LN, 1512	210.80	764.25	975.05		11422
	EGRET CT, 1406	210.80	764.25	975.05	145,027.08	11423
6/15/2015	FOX GLEN TRACE, 22207	241.80	905.78	1,147.58		11584
	LITTLE HAWK LN, 1503	235.60	877.47	1,113.07		11587
	LITTLE HAWK LN, 1509	285.20	1,103.92	1,389.12		11622
	SALAMANDER TRL, 1301	155.00	509.50	664.50		11632
	SKIMMER CT, 1708	176.70	608.57	785.27		11666
	SHARKS TOOTH TRL, 1607	193.38	724.45	917.82	139,009.73	11696
03/23/16	CITY OF PANAMA CITY	0.00	0.00	865.60	138,144.13	11698
05/30/16	CITY OF PANAMA CITY	0.00	0.00	743.49	137,400.64	
06/24/16	CITY OF PANAMA CITY	0.00	0.00	52,013.10	85,387.54	
07/28/16				1,438.72	83,948.82	
10/28/16				448.66	83,500.16	
02/28/17	CITY OF PANAMA CITY	0.00	0.00	1,643.59	81,856.57	
08/17/17	CITY OF PANAMA CITY	0.00	0.00	2,779.80	79,076.77	
01/24/18	CITY OF PANAMA CITY	0.00	0.00	3,818.94	75,257.83	
03/07/18	CITY OF PANAMA CITY	0.00	0.00	519.35	74,738.48	
05/30/18	CITY OF PANAMA CITY	0.00	0.00	2,473.61	72,264.87	
07/26/18	CITY OF PANAMA CITY	0.00	0.00	876.64	71,388.23	
03/04/19	WILD HERON WAY, 721	252.65	785.48	1,038.13	70,350.10	
	WILD HERON WAY, 717	249.55	884.55	1,134.10	69,216.00	
	WILD HERON WAY, 709	249.55	884.55	1,134.10	68,081.90	
	LOST COVE LN, 1616	98.95		98.95	67,982.95	
	TURTLE COVE CIR, 313	143.79	430.14	573.93	67,409.02	
	TURTLE COVE CIR, 304	39.46	352.87	392.32	67,016.69	
	WILD HERON WAY, 724	172.61	1,180.55	1,353.16	65,663.53	
	WILD HERON WAY, 728	172.61	1,180.55	1,353.16	64,310.37	
	WILD HERON WAY, 732	172.61	1,180.55	1,353.16	62,957.21	
05/15/19	LOST COVE LN, 1604	33.07		33.07	62,924.13	
	LOST COVE LN, 1612	174.06	1,037.85	1,211.91	61,712.22	
08/29/19	CITY OF PANAMA CITY	-	-	3,433.48	58,278.74	



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

<b>Payment Date</b>	<b>Property Location</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>	<b>Balance Due</b>	<b>WO #</b>
04/23/20	CITY OF PANAMA CITY	-	-	6,445.02	51,833.72	
08/07/20	CITY OF PANAMA CITY	-	-	5,858.60	45,975.12	

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**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 February 1, 2021, at 2:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

**Present and constituting a quorum were:**

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

**Also present were:**

Howard McGaffney	District Manager
Mike Burke	District Counsel
Bethany Womack	Ecologist/Operations Manager

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. McGaffney called the meeting to order at approximately 2:07 p.m., Central Time. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Business Items**

**A. Discussion: Survey**

Referencing a PowerPoint presentation, Mr. Robinson reviewed the Wild Heron Amenities Survey, including the Survey Summary, New Amenities Data Summary, Highest Agreement, Highest Disagreement and Favorability Rating. In comparing residents' priorities with the Board's priorities, Mr. Robinson noted that Board Members favored:

- Conveying the Road to the County
- Multi-use Community Center
- Second Access and Emergency Exit
- Bike Path

39 Mr. Robinson discussed the marginal response to the survey. There were no clear  
40 standouts from the list of amenities that residents wanted and the POA did not implement any  
41 of the desired amenities. Regarding the Board's intention to conduct a second survey, Mr.  
42 Robinson stated, although he did not see a need for one so soon after the previous survey, he  
43 would facilitate it by coordinating with the POA Communications Committee (CC) who could  
44 access a residents' contact list and a survey tool called "Survey Monkey". Conducting a second  
45 survey would be a very sensitive issue and must be approached in a very discreet fashion, given  
46 that residents took the time to complete the previous survey and nothing was enacted as a  
47 result of the findings. Mr. Robinson asked the Board to consider the following three items:

- 48 1. What does the Board wish to accomplish from this survey that was not enacted  
49 in the previous survey?
- 50 2. How should the Board differentiate the new survey from the previous survey?
- 51 3. Approximately 75 properties changed hands in the subdivision between the time  
52 that the previous survey was completed and today.

53 Discussion ensued regarding the previous survey results, whether to conduct another  
54 survey, obtaining quotes for a dock repair project, boat slips, pier expansion, pool, fitness  
55 center, Kiddie Pool area, needed road repairs, cost-sharing of the installation of eisenglass  
56 around the enclosures at the Boat House with the POA, acquiring property to construct a  
57 community center, constructing additional parking, maintenance costs, obtaining a loan and  
58 levying assessments. Mr. McGaffney suggested scheduling a town hall meeting to discuss the  
59 potential projects, engaging an architect to draft plans for a community center and that the  
60 Board direct the following action items:

- 61 ➤ Staff to coordinate with the POA regarding obtaining estimates for the Boat House  
62 enclosure.
- 63 ➤ Staff to obtain proposals from architects to draft specifications for a community center.
- 64 ➤ Staff to research potential properties to purchase for the community center.
- 65 ➤ Staff to explore funding options and prepare a budget.
- 66 ➤ Staff to include a second survey on the March agenda.

67 **B. Continued Discussion: 5-Year Plan Priorities and Funding Options**

68 Mr. McGaffney stated the road resurfacing project could be funded with reserve funds  
69 and \$15,000 could be withdrawn from the current operating budget to fund the glass  
70 enclosures. Staff could present the Board with options at a future meeting and create a basic  
71 funding structure for the improvements. Regarding working with the POA, Mr. McGaffney  
72 stated it would be best for the POA to facilitate the enclosure, to its standards and  
73 specifications, and for the CDD to then reimburse the POA. Ms. Womack could be directed to  
74 obtain proposals.

75

76 **On MOTION by Mr. Balduf and seconded by Mr. Starlin with all in favor,**  
77 **authorizing Staff to coordinate with the POA to have enclosures and infrared**  
78 **heaters installed at the Boat House, was approved.**

79

80

81 Mr. Dean stated, when the CDD transferred the landscaping to the POA, it included  
82 pond maintenance; however, in touring the ponds with two POA Landscape Committee  
83 members, it was noted that the CDD is responsible for the littorals, according to the permit,  
84 therefore, the Maintenance Agreement should be amended to reflect that the littoral plants,  
85 aquatic plants, aeration and de-mucking of the ponds are CDD responsibilities. Further, it was  
86 verbally agreed that Ms. Kierens would facilitate tree trimming and Ms. Ferris would educate  
87 the Landscapers on how to maintain the shrubs esthetically. Discussion ensued regarding the  
88 CDD taking over landscaping of the ponds, drainage, discharge boxes, maintaining the  
89 stormwater inlet, the benefits of aeration, maintenance and electrical costs, permitting,  
90 funding the aeration project and a budget amendment. The Board's consensus was to aerate  
91 half of the ponds, in a not-to-exceed amount of \$30,000, and allow Staff to identify the ponds  
92 that will be aerated, determine the ongoing maintenance costs associated with aeration and  
93 formulate the budget, including soft cost.

94

95 **On MOTION by Mr. Balduf and seconded by Mr. Holt, with all in favor,**  
96 **installation of aeration in the ponds, in a not-to-exceed amount of \$30,000,**  
97 **and authorizing Staff to identify the ponds and formulate a budget, was**  
98 **approved.**

99

100

101 Mr. Dean directed Staff to obtain proposals for aquatic plant replacement in the ponds  
102 that will be identified for aeration. Ms. Womack would obtain pricing and Mr. McGaffney would  
103 include littoral/aquatic plant replacement on the next agenda.

104 **C. Discussion: Results of Inspection of POA Maintained Sinkholes**

105 • **Repair Quotes**

106 Mr. McGaffney voiced his preference to advertise a Request for Proposals (RFP) for the  
107 road resurfacing project.

108

109 **On MOTION by Mr. Balduf and seconded by Mr. Starlin, with all in favor,**  
110 **authorizing Staff to advertise an RFP for the road resurfacing project, was**  
111 **approved.**

112

113

114 Discussion ensued regarding the project time frame, conveying the road to the County  
115 and the bridge.

116 ▪ **District Counsel: *Burke Blue***

117 • **Update: Communications with St. Joe Regarding Emergency Egress**

118 **This item, previously Item 4B, was presented out of order.**

119 Mr. Burke stated he left a message for an official from St. Joe regarding the emergency  
120 egress and a response was pending. The Board would be updated on his progress.

121 ▪ **Acceptance of Unaudited Financial Statements as of December 31, 2020**

122 **This item, previously Item 3A, was presented out of order.**

123 Mr. McGaffney presented the Unaudited Financial Statements as of December 31, 2020.  
124 Assessment revenue collections were at 70%. Referencing Page 3, Mr. McGaffney reviewed the  
125 fund balances and stated \$88,700 was available to fund littoral shelf planting and aeration,  
126 \$300,000 for road resurfacing and \$200,000 for stormwater system upgrades.

127 **D. Discussion: Amendment to Maintenance Agreement with POA**

128 Mr. Dean stated the Maintenance Agreement with the POA would be amended to  
129 reflect that the CDD would take over maintenance of the stormwater management system and  
130 landscaping. Prior to turnover, the POA would repair three sinkholes in the stormwater system.

131 **E. Discussion: CDD/POA Process for Ecologist/Engineer Review of ARB Approved House**  
132 **Plans**

133 This was addressed following Item 4A.

134 **F. Discussion: Re-Zoning/Combining Two Adjacent E Lots into One Lot**

135 This item was not addressed.

136

137 **THIRD ORDER OF BUSINESS**

**Consent Agenda Items**

138

139 **A. Acceptance of Unaudited Financial Statements as of December 31, 2020**

140 This item was presented following Item 2C.

141 **B. Approval of January 4, 2021 Regular Meeting Minutes**

142 Mr. McGaffney presented the January 4, 2021 Regular Meeting Minutes.

143

144 **On MOTION by Mr. Balduf and seconded by Mr. Robinson, with all in favor, the**  
145 **Consent Agenda Items, as presented, were approved.**

146

147

148 **FOURTH ORDER OF BUSINESS**

**Staff Reports**

149

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

151 Ms. Womack reported the following:

152 ➤ Staff conferred with the County regarding the pavement and roadway assumptions.

153 ➤ The rail repairs were made at the bridge.

154 ➤ The stormwater pipe cleanouts were in progress.

155 ➤ Several tree uplifts were out or broken; a proposal to repair and replace would be  
156 obtained.

157 ➤ Pond Encroachments: Information from the landscape architect was pending.

158 ➤ Two Conservation Easement Areas: Replacement of nine bay trees along the fence line  
159 at Lost Cove would be suggested. Vegetation on Salamander Trail was okay and could be left as  
160 is.

161 Discussion ensued regarding site plan drawings, B&B violations, easements, permitting  
162 and the need to continue the ARB application process with Ms. Womack and Mr. Carroll when a  
163 new home is constructed in Wild Heron.

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

- 165 • **Update: Communications with St. Joe Regarding Emergency Egress**

166 This item was addressed following Item 2B.

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

168 There being no report, the next item followed.

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

170 Mr. McGaffney stated the annual meeting schedule must be revised and asked for the  
 171 Board’s approval.

172

173 **On MOTION by Mr. Starlin and seconded by Mr. Dean, with all in favor,**  
 174 **rescheduling the September 13, 2021 Meeting to August 30, 2021 and**  
 175 **scheduling a Virtual Workshop on April 19, 2021, was approved.**

176

177

- 178 • **NEXT MEETING DATE: March 1, 2021 at 2:00 P.M. (Central Time)**

- 179 ○ **QUORUM CHECK**

180 The next meeting would be held on March 1, 2021 at 2:00 p.m.

181

182 **FIFTH ORDER OF BUSINESS** **Public Comments**

183

184 There being no public comments, the next item followed.

185

186 **SIXTH ORDER OF BUSINESS** **Supervisors’ Requests**

187

188 There being no Supervisors’ requests, the next item followed.

189

190 **SEVENTH ORDER OF BUSINESS** **Adjournment**

191

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

193

194 **On MOTION by Mr. Starlin and seconded by Mr. Balduf, with all in favor, the**  
 195 **meeting adjourned at approximately 3:58 p.m., Central Time.**

196

197

198 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

199



200  
201  
202  
203  
204  
205  
206

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Secretary/Assistant Secretary

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Chair/Vice Chair

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**4D**

**LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE**

**LOCATION**

*Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 5, 2020 CANCELED</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>October 19, 2020</b>	<b>Virtual Regular Meeting</b>	<b>11:30 A.M. (Central Time)</b>
Join Zoom meeting: <a href="https://zoom.us/j/2043596216">https://zoom.us/j/2043596216</a> Meeting ID: 204 359 6216 or Dial by location: 1-929-205-6099 (Eastern) or 1-312-626-6799 (Central) Meeting ID: 204 359 6216		
<b>December 7, 2020</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>January 4, 2021</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>February 1, 2021</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>March 1, 2021</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>April 5, 2021</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>May 3, 2021</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>June 14, 2021</b>	<b>Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>August 30, 2021</b>	<b>Public Hearing and Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>
<b>September 13, 2021 CANCELED</b>	<b>Public Hearing and Regular Meeting</b>	<b>2:00 P.M. (Central Time)</b>