

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

September 19, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARING AND
REGULAR MEETING
AGENDA**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Lake Powell Residential Golf Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

www.lakepowellcdd.net

September 12, 2025

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 Public Hearing and a Regular Meeting on September 19, 2025 at 10:00 a.m. (Central Time), at the POA Community Activity Room, 1110 Prospect Promenade, Panama City Beach 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Discussion:
 - A. Adopt Budget “as is”
 - Trip Generation Study (ITE)
 - District Engineer’s Operations and Maintenance Report (O&M)
 - O&M Assessment Methodology Applicable for FY27 Budget
 - B. Adopt Budget “as is”
 - Trip Generation Study (ITE)
 - District Engineer’s Report O&M
 - O&M Assessment Methodology, Issue Off-Roll Assessment(s) in FY26 to Applicable Parties with Credits Applied to Applicable Parties on FY27 Tax Roll
 - C. Adopt Budget “as amended”
 - Move O&M Assessments for FY26 to Off-Roll (Direct Collect)
 - Trip Generation Study (ITE)
 - District Engineer’s Report O&M
 - O&M Assessment Methodology
3. Public Comments
4. Consideration of Halff Associates, Inc. Agreement for the Provision of Limited Professional Services

ATTENDEES:

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

NOTE: Meeting Location

5. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-12, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Resolution 2025-13, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Update/Report: Guardhouse
8. District Engineer: Discussion/Consideration/Update/Ratification
 - A. Status of Road Resurfacing and Related Items
 - B. Easement for LiveOak Fiber at Turtle Cove
 - C. Speed Limit Sign Feedback from County on WHW
9. District Counsel: Discussion/Consideration/Update/Ratification
 - A. Update: Waterway Signage (No Wake, Speeding)
 - B. Discussion: Potential turnover of Wild Heron Way, Guard House to 98
 - C. Discussions with St. Joe
10. District Ecologist: Discussion/Consideration/Update
 - A. Discussion: Unmanaged Conservation Lands in Wild Heron
 - B. Update: Conservation Easement Swap - Survey & Legal Status
 - I. Walking Trails
 - II. Walking Trails Map
 - C. FPL Line/Tree Trimming and Other Applicable Fire Wise Protocol
 - D. Update: The Lake Doctors, Inc. Inspection Report
11. Continued Discussion: Speeding on WHW
12. Staff Reports
 - A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC*

- B. District Counsel: *Burke Blue*
- C. District Engineer: *McNeil Carroll Engineering, Inc.*
 - Discussion: City of Panama Beach Utility Work and Related Damages
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Consideration of Tire Damage Repairs
 - Joe Sweeney
 - Bryce Mullen
 - Property Insurance on Vertical Assets
 - Form 1 Submission and Ethics Training
 - NEXT MEETING DATE: October 1, 2025 at 2:00 PM (Central Time)
 - QUORUM CHECK

SEAT 1	DAVID HOLT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	DAVID DEAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	THOMAS BALDUF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOEL STEPHENS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	KEN BLACK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Member Comments
 - Discussion: Towing Rules/Agreement on CDD Roads
- 14. Public Comment
- 15. Adjournment

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

Sincerely,

Cindy Cerbone
 Cindy Cerbone

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 354 2519

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

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HALFF ASSOCIATES, INC.
AGREEMENT FOR THE PROVISION
OF LIMITED PROFESSIONAL SERVICES

Client Contact: Chris Conti, District Manager
Business Name: Lake Powell Residential Golf CDD
Address: 2300 Glades Rd, Suite 410W, Boca Raton, FL 33431
Phone: 561.571.0010
Email: contic@whhassociates.com

Agreement Date: 09/12/2025
AVO: 62875.001

Project Name: Lake Powell CDD Trip Generation Study
Project City, County, Zip Code: Panama City Beach, Bay County, Florida
Project Latitude/Longitude: 30.2751, -85.9590

Absent a fully executed form of contract to the contrary, once signed by you or your authorized representative, this form of Agreement for Professional Services ("the Agreement") shall, for all purposes, constitute a binding contract upon Lake Powell Residential Golf CDD (CLIENT) and Halff Associates, Inc. (CONSULTANT). In addition, once signed by you or your authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein.

Abbreviated Project Description:

A Trip Generation Study will be conducted to evaluate the primary components of development uses within the Lake Powell CDD. It is our understanding that the purpose of this study is to assess the percentage of traffic volume contributions generated by the internal residential lots, golf courses, tennis courts, and restaurant uses.

The Lake Powell CDD property is located along Wild Heron Way in Panama City Beach, Bay County, Florida. The overall development is served by one entrance, a gate house, located along Wild Heron Way north of US 98. There is no posted speed limit along this section of Wild Heron Way. Traffic volumes along Wild Heron Way, just south of the gate house, were measured to be approximately 2,300 per day (June 12, 2025).

At project buildout, the Lake Powell CDD consists of 597 dwelling units, two 18-hole golf courses, one restaurant, and tennis courts. Overall project buildout plans will be confirmed with the CLIENT before proceeding with the Scope described below.

Should subsequent discussions require additional tasks and/or evaluations beyond those identified within the Scope, the CONSULTANT will address this effort as additional services. Overall, this is anticipated to be a non-complicated effort.

Scope/Intent and Extent of Services:

Trip Generation Study Methodology and Documentation: In accordance with standard practice, the following tasks will be conducted:

1. Project Coordination – CONSULTANT will meet/coordinate with the CLIENT and/or Project Engineer to discuss the project and to identify/confirm base assumptions required for the traffic analyses described below. Details of the project's land use components and overall project buildout plans will be confirmed with the CLIENT before proceeding to the next task. This task includes up to four virtual meetings.
2. Trip Generation Estimation – Based on the proposed project buildout plan, trip generation will be performed for one (1) proposed conceptual buildout plan, provided by the CLIENT. The land use types and sizes (in units or

square footage) will be confirmed with the CLIENT prior to initializing analyses. This analysis will take into consideration the project location and described use(s).

The latest applicable Institute of Transportation Engineers (ITE) land use descriptions, codes, and trip rates/formulas will be applied. The analysis period will consist of 24 hours, assumed to be on a typical weekday. Once this work commences, any subsequent changes to the proposed conceptual site layout, land use types, and/or project sizes may require additional services to update the traffic analyses.

3. Trip Generation Analyses – Estimated daily traffic volumes will be identified as the basis for calculating the estimated percentage of traffic generated by each of the internal land use components at project buildout: (a) residential lots (597), (b) Golf course No. 1, (c) Golf course No. 2, (d) tennis courts, and (e) restaurant. Depending on a further understanding of the restaurant operation, the restaurant may be evaluated as an amenity on the Golf Course No. 1 property.
4. Report Documentation – All data, research and analyses generated by the tasks described above will be compiled in memorandum or report format, as necessary to include project description, maps, tables, and supporting appendices. The report will be signed and sealed by a licensed Professional Engineer and submitted to the CLIENT for review and comment, followed by up to two (2) virtual meetings to present study results.

Schedule:

Upon receipt of a fully executed copy of this Agreement, CONSULTANT shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

Excluded Services:

- A. Traffic volume/field data collection

Fee Arrangement:

Our fees for the described services shall be provided at the Lump Sum Fee of \$6,300. Lump Sum Fees include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Services authorized in writing by the CLIENT other than those specifically listed above shall be considered Hourly Services. Hourly Services will be invoiced based on the individual's salary costs times 2.3 to cover overhead and profit (salary costs include the individual's raw labor cost and fringe benefit costs). The Hourly fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). See attached Exhibit A for additional information.

Prepared by: David Muntean, Jr. PE
HALFF ASSOCIATES, INC.
2255 Killearn Center Boulevard, Suite 200
Tallahassee FL, 32309
850-224-4400

This Agreement along with the attached EXHIBIT A Standard Form of Agreement for Professional Services constitutes our understanding of the work and our relationship under this project, and may only be modified in writing, signed by both parties. The signature below authorizes the work herein described to proceed and does so on behalf of the Signatory and on behalf of Lake Powell Residential Golf CDD, the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land. The signature below further authorizes ENGINEER to serve notice to Owner of the



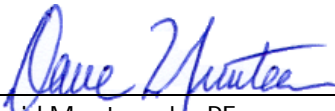
land under this Agreement in accordance with Section 713.06, Florida Statutes. This Agreement is only valid if signed by both parties within thirty (30) days from the date of transmittal.

Approved:

HALFF ASSOCIATES, INC.

Approved:

LAKE POWELL RESIDENTIAL GOLF COMMUNITY
DEVELOPMENT DISTRICT

Signature: 
Name: David Muntean Jr., PE
Title: Associate Vice President
Date: 09/12/2025

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
LAKE POWELL RESIDENTIAL GOLF CDD AND HALFF ASSOCIATES, INC.

I. **ENGAGEMENT.** Halff Associates, Inc. ("Halff") agrees to perform the professional services (the "Services") described in the attached proposal/scope of services (the "Scope of Services") in connection with the project known as Lake Powell CDD Trip Generation Study (the "Project"). Unless modified in writing signed by both Halff and Client (each a "Party" and, collectively, the "Parties"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (collectively the "Agreement"), when executed by Lake Powell Residential Golf CDD ("Client"), shall constitute a binding agreement on both Parties. Halff shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of Client or any other party.

II. **COMPENSATION AND PAYMENT TERMS.**

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement. Notwithstanding anything to the contrary contained herein, Client shall pay all costs of collection, including reasonable attorneys' fees and court costs incurred by Halff if legal action is instituted against Client related to client's payment responsibilities hereunder (a "Payment Recovery Action").
- b. **Retainer.** In addition to the payment terms set forth above, Client shall make an initial payment of N/A (the "Retainer") promptly upon execution of this Agreement. The Retainer shall be held by Halff and applied against the final invoice.
- c. **Suspension of Services due to Nonpayment.** Client agrees that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the Services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- d. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- e. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or any portion thereof not disputed within said thirty (30) day period.
- f. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

III. **STANDARD OF CARE AND RESPONSIBILITY.**

- a. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such

statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

- b. **Timeliness of Performance.** Halff shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project.
- c. **Halff's Review of Client or Third-Party Work.** Halff's review or supervision of work prepared or performed by Client, Client's employees or by other individuals or legal entities (including such legal entity's employees, agents, consultants, officers and directors) employed by Client (collectively "Third-Party(ies)") shall not relieve Client or any Third-Party of complete responsibility for the adequacy of their work. It is understood that any Project site visits, resident engineering or, if specifically required in the Scope of Services, inspection or observation services provided or performed by Halff shall be for the sole and exclusive purpose of observing the progress and quality of work completed and reviewing the general compliance of such activities with respect to the technical provisions of the Project specifications. Such Project site visits and observation services by Halff are not intended to be an exhaustive check or detailed inspection of any Third-Party's work, and shall not constitute any form of guarantee with respect to the performance of any Third-Party. Halff shall not supervise, direct or have control over any Third-Party. Halff does not assume responsibility for means, methods, techniques, sequences, procedures, or appliances used by any Third-Party, for safety precautions, programs or conditions, or for compliance by any Third-Party with applicable laws, rules, and regulations. Halff shall not be responsible for any acts or omissions of any Third-Party or any employee or agent of such Third-Party.
- d. **Client and Third-Party Responsibilities.** Neither the professional services of Halff, nor the presence of Halff or its subcontractors at the Project site, shall impose any duty on Halff, or relieve any Third-Party of its obligations, duties, and responsibilities including, without limitation, for the means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Halff has no authority to exercise any control over any Third-Party, including, without limitation, the Contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that each Third-Party shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with each Third-Party. Client also agrees that Client, Halff, and Halff's subcontractors shall be made additional insureds under the Contractor's and other Third-Party policies of general liability insurance. As used herein, "Contractor" means the person or legal entity that has entered into a contractual agreement with Client or others to construct, rehabilitate, alter and/or repair all or part of the Project.
- e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
- f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do not include construction observation or review of any Third-Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.
- g. **Client Indemnification of Third-Party Acts and Omissions.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Halff, its officers, directors, employees, and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of services by Client and any Third-Party and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Deliverables without Halff's express, written consent.
- h. **Additional Services and Change Orders.** Any service(s) not listed in Halff's Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of

the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Scope of Services (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Scope of Services. If a revised Scope of Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement in accordance with Section VIII below.

- i. Subcontractors. Halff shall be entitled to subcontract any portion of the Services described in the Scope of Services.

IV. CLIENT OBLIGATIONS.

- a. Client shall furnish, at Client's expense, all required or necessary information, requirements, reports, data, access, surveys, and instructions necessary for Halff to perform the services. Halff may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Halff shall not be held responsible for any errors or omissions that arise as a result of erroneous or incomplete information provided by Client and/or Client's Third Parties.
- b. Client shall secure safe access to and make all provisions for Halff to enter upon public and private property as required to perform the Scope of Services.

V. OWNERSHIP OF DOCUMENTS.

- a. License to Client. Upon completion of Halff's services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced by Halff in connection with Halff's performance of the Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff.
- b. Prohibition Against the Reuse of Deliverables. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third-party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. Indemnification for Reuse of Deliverables. Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. Electronic Files. Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VI. INSURANCE. Halff agrees to maintain during the life of this Agreement the following minimum insurance:

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

VII. SUSPENSION OF SERVICES. If services performed under this Agreement are suspended for more than thirty (30) calendar days in the aggregate, Halff shall be compensated for services performed and charges incurred prior to receipt of a written notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the Project schedule based on the delay caused by the suspension. If services under this Agreement are suspended for more than ninety (90) calendar days in the aggregate, Halff may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Halff may request suspension of the services by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the services. If Client fails to make timely payments to Halff or is otherwise in breach of this Agreement, Halff may suspend performance of services upon five (5) calendar days' notice to Client. Halff shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

VIII. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third-party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement of any kind by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including, without limitation, the interpretation, performance or non-performance, or the exercise of rights under any provision of this Agreement.
- b. Negotiation. In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific requirement. Reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. Mediation. Excluding a Payment Recovery Action which shall not be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- d. Litigation. If a Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. Governing Law and Jurisdiction. This Agreement shall be administered under the substantive laws of the State of Florida (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Leon County, Florida.

X. PROJECT ENHANCEMENTS/BETTERMENTS.

- a. Betterments. If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. Component Enhancements. If it is necessary to replace a component of the Project due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. If the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. Betterment/Component Enhancement Exclusion. IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XI. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII are and shall remain the Parties' sole and exclusive remedies with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XII. AGREED REMEDIES.

- a. No Individual Liability. In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

FOR SERVICES PERFORMED IN THE STATE OF FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

- b. LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL

LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

- c. Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. Time Limit To Make A Claim. Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

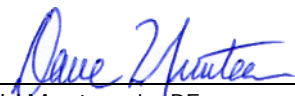
XVI. INTEGRATION. This Standard Form of Agreement, including the Scope of Services, fee, and schedule, constitutes the entire agreement between the Client and the Halff. It supersedes and replaces all prior, contemporaneous, and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether written, oral, electronic, or in any other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

ACCEPTED AND AGREED:

Halff: HALFF ASSOCIATES, INC.

Client: LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

Signature: 
 Name: David Muntean Jr., PE
 Title: Associate Vice President
 Date: 09/12/2025

Signature: _____
 Name: _____
 Title: _____
 Date: _____

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

5

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

5A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Darrin Mossing
Lake Powell Residential
2300 Glades RD
STE 410W
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Panama City News Herald, published in Bay County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Bay County, Florida, or in a newspaper by print in the issues of, on:

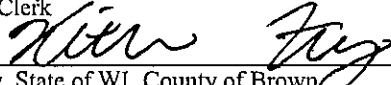
08/27/2025, 08/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/31/2025



Legal Clerk



Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost: \$285.36
Tax Amount: \$0.00
Payment Cost: \$285.36
Order No: 11608766 # of Copies:
Customer No: 536164 1
PO #: FY2026 Public Hearin

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

**LAKE POWELL RESIDENTIAL
GOLF COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF THE
FISCAL YEAR 2026 BUDGET, AND
NOTICE OF REGULAR BOARD OF
SUPERVISORS' MEETING.**
Notice is hereby given that the Board of Supervisors ("Board") of the Lake Powell Residential Golf Community Development District ("District") will hold a public hearing on September 19, 2025 at 10:00 a.m., Central Time, at the office of the POA, 1110 Prospect Promenade, Panama City Beach, Florida 32413 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <http://www.lakelowellcdd.net>. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.
District Manager
Pub 08/27/25 08/31/25 #11608766

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

5B

RESOLUTION 2025-12

THE ANNUAL APPROPRIATION RESOLUTION OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Lake Powell Residential Golf Community Development District a proposed budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Lake Powell Residential Golf Community Development District for the Fiscal Year Ending September 30, 2026”.
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of \$1,411,776 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 972,483
TOTAL DEBT SERVICES FUND – SERIES 2012	<u>\$ 439,293</u>
TOTAL ALL FUNDS	\$1,411,776

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budgets under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 2025.

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A: Fiscal Year 2025/2026 Budget

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

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

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 692,622				\$ 1,011,961
Allowable discounts (4%)	(27,705)				(40,478)
Assessment levy - net	664,917	\$ 582,565	\$ 82,352	\$ 664,917	971,483
Interest and miscellaneous	1,000	13,716	-	13,716	1,000
Total revenues	665,917	596,281	82,352	678,633	972,483
EXPENDITURES					
Professional & admin					
Supervisors	9,689	4,306	5,383	9,689	12,918
Management services	31,153	15,576	15,577	31,153	31,153
Accounting services	11,012	5,506	5,506	11,012	11,012
Assessment roll preparation	14,510	7,255	7,255	14,510	14,510
Audit	7,800	1,500	6,300	7,800	7,800
Legal	12,000	2,700	9,300	12,000	12,000
Engineering	13,280	-	13,280	13,280	13,280
Postage	1,775	772	1,003	1,775	1,775
Telephone	1,050	525	525	1,050	1,050
Meeting room rental	4,500	600	3,900	4,500	-
Meeting Room - Lease Agreement	-	-	50,000	50,000	-
Website maintenance	750	-	750	750	750
ADA website compliance	210	-	210	210	210
Insurance	8,542	8,481	-	8,481	9,768
Printing and binding	1,500	750	750	1,500	1,500
Legal advertising	2,500	281	2,219	2,500	2,500
Other current charges	1,200	712	1,038	1,750	1,750
Office supplies	500	500	-	500	500
Special district annual fee	175	-	175	175	175
Trustee	7,431	-	7,431	7,431	7,431
EMMA software service	-	-	-	-	500
Arbitrage rebate calculation	1,200	-	1,200	1,200	1,200
Dissemination agent	1,000	-	1,000	1,000	1,000
Total professional & admin	131,777	49,464	132,802	182,266	132,782
Security					
Security management services	244,608	114,817	110,000	224,817	220,932
Total security	244,608	114,817	110,000	224,817	220,932

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

	Fiscal Year 2025			Total Actual & Projected	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
EXPENDITURES (continued)					
Lake & wetlands monitoring					
Mitigation and monitoring					
Mitigation-prescribed burns/gyro	46,050	4,070	41,980	46,050	46,050
Ecologist and operations management	57,980	11,010	46,970	57,980	57,980
Upland mitigation area maintenance	-	849	-	849	-
Total wetland & upland monitoring	<u>104,030</u>	<u>15,929</u>	<u>88,950</u>	<u>104,879</u>	<u>104,030</u>
Roadway and landscape services					
Bridge repairs and maintenance	50,000	43,650	6,350	50,000	50,000
Roadway repairs and maintenance	50,000	2,850	47,150	50,000	50,000
Roadway resurfacing 98 to guard house	700,000	-	534,277	534,277	-
Road restriping, painting, other projects	30,000	1,530	28,470	30,000	-
Wild Heron Way landscape contract services	-	-	22,500	22,500	300,000
Landscape irrigation agreement with POA/ St. Joe	-	-	-	-	17,850
Total roadway services	<u>830,000</u>	<u>48,030</u>	<u>638,747</u>	<u>686,777</u>	<u>417,850</u>
Stormwater management					
Operations	17,250	-	17,250	17,250	17,250
Electric-lift stations	900	-	900	900	900
Pond aeration	5,000	4,822	4,000	8,822	10,000
Stormwater system repairs	18,000	5,700	12,300	18,000	48,000
Total stormwater management	<u>41,150</u>	<u>10,522</u>	<u>34,450</u>	<u>44,972</u>	<u>76,150</u>

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

	Fiscal Year 2025			Total Actual & Projected	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
EXPENDITURES (continued)					
Other fees & charges					
Feral swine removal	500	-	500	500	500
Tax collector	13,852	11,651	2,201	13,852	20,239
Total other fees & charges	<u>14,352</u>	<u>11,651</u>	<u>2,701</u>	<u>14,352</u>	<u>20,739</u>
Total expenditures	<u>1,365,917</u>	<u>250,413</u>	<u>1,007,650</u>	<u>1,258,063</u>	<u>972,483</u>
Excess/(deficiency) of revenues over/(under) expenditures	(700,000)	345,868	(925,298)	(579,430)	-
Fund balance - beginning	1,515,887	1,805,602	2,151,470	1,805,602	1,226,172
Fund balance - ending					
Committed					
Disaster ¹	250,000	250,000	250,000	250,000	250,000
District bridge projects ²	25,000	25,000	25,000	25,000	75,000
Road projects ³	100,000	100,000	100,000	100,000	200,000
Stormwater system upgrades ⁴	50,000	50,000	50,000	50,000	50,000
Assigned					
3 Months Working Capital ⁵	347,886	260,646	260,646	260,646	250,447
Unassigned	43,001	1,465,824	540,526	540,526	400,725
Fund balance- ending	<u>\$ 815,887</u>	<u>\$ 2,151,470</u>	<u>\$ 1,226,172</u>	<u>\$ 1,226,172</u>	<u>\$ 1,226,172</u>

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

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

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

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

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

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

Expenditures

Professional Services

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

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

Expenditures (continued)

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

Security

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

Expenditures (continued)

Field operations

Lake & wetlands monitoring

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

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

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

Expenditures (continued)

Roadway and landscape services

Bridge repairs and maintenance	50,000
Roadway repairs and maintenance	50,000
Operations and maintenance activities for District-owned roads. These expenditures include minor repairs and modifications, and future construction projects.	
Roadway resurfacing 98 to guard house	-
Road restriping, painting, other projects	-
Wild Heron Way landscape contract services	300,000
POA has bifurcated costs associated with Wild Heron Way. This includes current landscape contract service items.	
Landscape irrigation agreement with POA/ St. Joe	17,850
Based on the annual expense for the shared water agreement between the POA and CDD with St. Joe for landscape irrigation.	

Stormwater management

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

Other fees & charges

Feral swine removal	500
Tax collector	20,239
Total expenditures	\$ 972,483

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

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

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

Debt Service Schedule

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

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

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

Lake Powell
Community Development District
Series 2025 Refunding

Debt Service Schedule

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

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

BOND-PAYING UNITS

	Units	Assessments Per Unit			Revenue Per Fund		
		General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
Resident							
Unit type: SF 120' Reduced							
FY 2026 (proposed)	73	\$ 1,674.32	\$ 769.01	\$ 2,443.33	\$ 122,225.36	\$ 56,137.73	\$ 178,363.09
FY 2025 (actual)	73	\$ 1,145.97	\$ 1,069.62	\$ 2,215.59	\$ 83,655.81	\$ 78,082.26	\$ 161,738.07
\$ Variance		\$ 528.35	\$ (300.61)	\$ 227.74	\$ 38,569.55	\$ (21,944.53)	\$ 16,625.02
% Variance		46.1%	-28.1%	10.3%	46.1%	-28.1%	10.3%
Unit type: SF 85' Full							
FY 2026 (proposed)	52	\$ 1,674.32	\$ 1,089.37	\$ 2,763.69	\$ 87,064.64	\$ 56,647.24	\$ 143,711.88
FY 2025 (actual)	52	\$ 1,145.97	\$ 1,515.21	\$ 2,661.18	\$ 59,590.44	\$ 78,790.92	\$ 138,381.36
\$ Variance		\$ 528.35	\$ (425.84)	\$ 102.51	\$ 27,474.20	\$ (22,143.68)	\$ 5,330.52
% Variance		46.1%	-28.1%	3.9%	46.1%	-28.1%	3.9%
Unit type: SF 85' Reduced							
FY 2026 (proposed)	106	\$ 1,674.32	\$ 544.69	\$ 2,219.01	\$ 177,477.92	\$ 57,737.14	\$ 235,215.06
FY 2025 (actual)	106	\$ 1,145.97	\$ 757.61	\$ 1,903.58	\$ 121,472.82	\$ 80,306.66	\$ 201,779.48
\$ Variance		\$ 528.35	\$ (212.92)	\$ 315.43	\$ 56,005.10	\$ (22,569.52)	\$ 33,435.58
% Variance		46.1%	-28.1%	16.6%	46.1%	-28.1%	16.6%
Unit type: SF 65' Reduced							
FY 2026 (proposed)	74	\$ 1,674.32	\$ 417.04	\$ 2,091.36	\$ 123,899.68	\$ 30,860.96	\$ 154,760.64
FY 2025 (actual)	74	\$ 1,145.97	\$ 580.06	\$ 1,726.03	\$ 84,801.78	\$ 42,924.44	\$ 127,726.22
\$ Variance		\$ 528.35	\$ (163.02)	\$ 365.33	\$ 39,097.90	\$ (12,063.48)	\$ 27,034.42
% Variance		46.1%	-28.1%	21.2%	46.1%	-28.1%	21.2%
Unit type: SF 55' Full							
FY 2026 (proposed)	31	\$ 1,674.32	\$ 640.73	\$ 2,315.05	\$ 51,903.92	\$ 19,862.63	\$ 71,766.55
FY 2025 (actual)	31	\$ 1,145.97	\$ 891.20	\$ 2,037.17	\$ 35,525.07	\$ 27,627.20	\$ 63,152.27
\$ Variance		\$ 528.35	\$ (250.47)	\$ 277.88	\$ 16,378.85	\$ (7,764.57)	\$ 8,614.28
% Variance		46.1%	-28.1%	13.6%	46.1%	-28.1%	13.6%
Unit type: SF 45' Full							
FY 2026 (proposed)	34	\$ 1,674.32	\$ 640.73	\$ 2,315.05	\$ 56,926.88	\$ 21,784.82	\$ 78,711.70
FY 2025 (actual)	34	\$ 1,145.97	\$ 891.20	\$ 2,037.17	\$ 38,962.98	\$ 30,300.80	\$ 69,263.78
\$ Variance		\$ 528.35	\$ (250.47)	\$ 277.88	\$ 17,963.90	\$ (8,515.98)	\$ 9,447.92
% Variance		46.1%	-28.1%	13.6%	46.1%	-28.1%	13.6%
Unit type: SF 45' Reduced							
FY 2026 (proposed)	49	\$ 1,674.32	\$ 320.37	\$ 1,994.69	\$ 82,041.68	\$ 15,698.13	\$ 97,739.81
FY 2025 (actual)	49	\$ 1,145.97	\$ 445.60	\$ 1,591.57	\$ 56,152.53	\$ 21,834.40	\$ 77,986.93
\$ Variance		\$ 528.35	\$ (125.23)	\$ 403.12	\$ 25,889.15	\$ (6,136.27)	\$ 19,752.88
% Variance		46.1%	-28.1%	25.3%	46.1%	-28.1%	25.3%
Unit type: Condo Full							
FY 2026 (proposed)	76	\$ 1,674.32	\$ 512.47	\$ 2,186.79	\$ 127,248.32	\$ 38,947.72	\$ 166,196.04
FY 2025 (actual)	76	\$ 1,145.97	\$ 712.79	\$ 1,858.76	\$ 87,093.72	\$ 54,172.04	\$ 141,265.76
\$ Variance		\$ 528.35	\$ (200.32)	\$ 328.03	\$ 40,154.60	\$ (15,224.32)	\$ 24,930.28
% Variance		46.1%	-28.1%	17.6%	46.1%	-28.1%	17.6%
Unit type: Condo Reduced							
FY 2026 (proposed)	78	\$ 1,674.32	\$ 256.54	\$ 1,930.86	\$ 130,596.96	\$ 20,010.12	\$ 150,607.08
FY 2025 (actual)	78	\$ 1,145.97	\$ 356.82	\$ 1,502.79	\$ 89,385.66	\$ 27,831.96	\$ 117,217.62
\$ Variance		\$ 528.35	\$ (100.28)	\$ 428.07	\$ 41,211.30	\$ (7,821.84)	\$ 33,389.46
% Variance		46.1%	-28.1%	28.5%	46.1%	-28.1%	28.5%
Golf							
FY 2026 (proposed)	-	\$ 12,389.97	\$ -	\$ 12,389.97	\$ -	\$ -	\$ -
FY 2025 (actual)	-	\$ 8,480.18	\$ 8,914.59	\$ 17,394.77	\$ -	\$ -	\$ -
\$ Variance		\$ 3,909.79	\$ (8,914.59)	\$ (5,004.80)	\$ -	\$ -	\$ -
% Variance		46.1%	-100.0%	-28.8%	n/a	n/a	n/a

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

PRE-PAID UNITS

	Units	Assessments Per Unit			Revenue Per Fund		
		General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
Resident							
FY 2026 (proposed)	24	\$ 1,674.32	\$ -	\$ 1,674.32	\$ 40,183.68	\$ -	\$ 40,183.68
FY 2025 (actual)	24	\$ 1,145.97	\$ -	\$ 1,145.97	\$ 27,503.28	\$ -	\$ 27,503.28
\$ Variance		\$ 528.35	\$ -	\$ 528.35	\$ 12,680.40	\$ -	\$ 12,680.40
% Variance		46.1%	n/a	46.1%	46.1%	n/a	46.1%
Golf							
FY 2026 (proposed)	1	\$ 12,389.97	\$ -	\$ 12,389.97	\$ 12,389.97	\$ -	\$ 12,389.97
FY 2025 (actual)	1	\$ 8,480.18	\$ -	\$ 8,480.18	\$ 8,480.18	\$ -	\$ 8,480.18
\$ Variance		\$ 3,909.79	\$ -	\$ 3,909.79	\$ 3,909.79	\$ -	\$ 3,909.79
% Variance		46.1%	n/a	46.1%	46.1%	n/a	46.1%

**TOTAL REVENUE PER FUND
ALL UNIT TYPES**

	Revenue Per Fund		
	General Fund	Debt Service Fund	Total
FY 2026 (proposed)	\$ 1,011,959	\$ 317,686	\$ 1,329,646
FY 2025 (actual)	\$ 692,622	\$ 443,119	\$ 1,135,741
\$ Variance	\$ 319,337	\$ (125,433)	\$ 193,905
% Variance	46.1%	-28.3%	17.1%

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2025-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lake Powell Residential Golf Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Bay County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2025/2026; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit B**, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefits exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments.** The operation and maintenance special assessments and previously levied debt service special assessments shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.
- B. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Lake Powell Residential Golf Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Lake Powell Residential Golf Community Development District.

PASSED AND ADOPTED this 19th day of September, 2025.

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

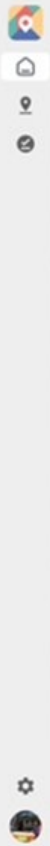
**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

10

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

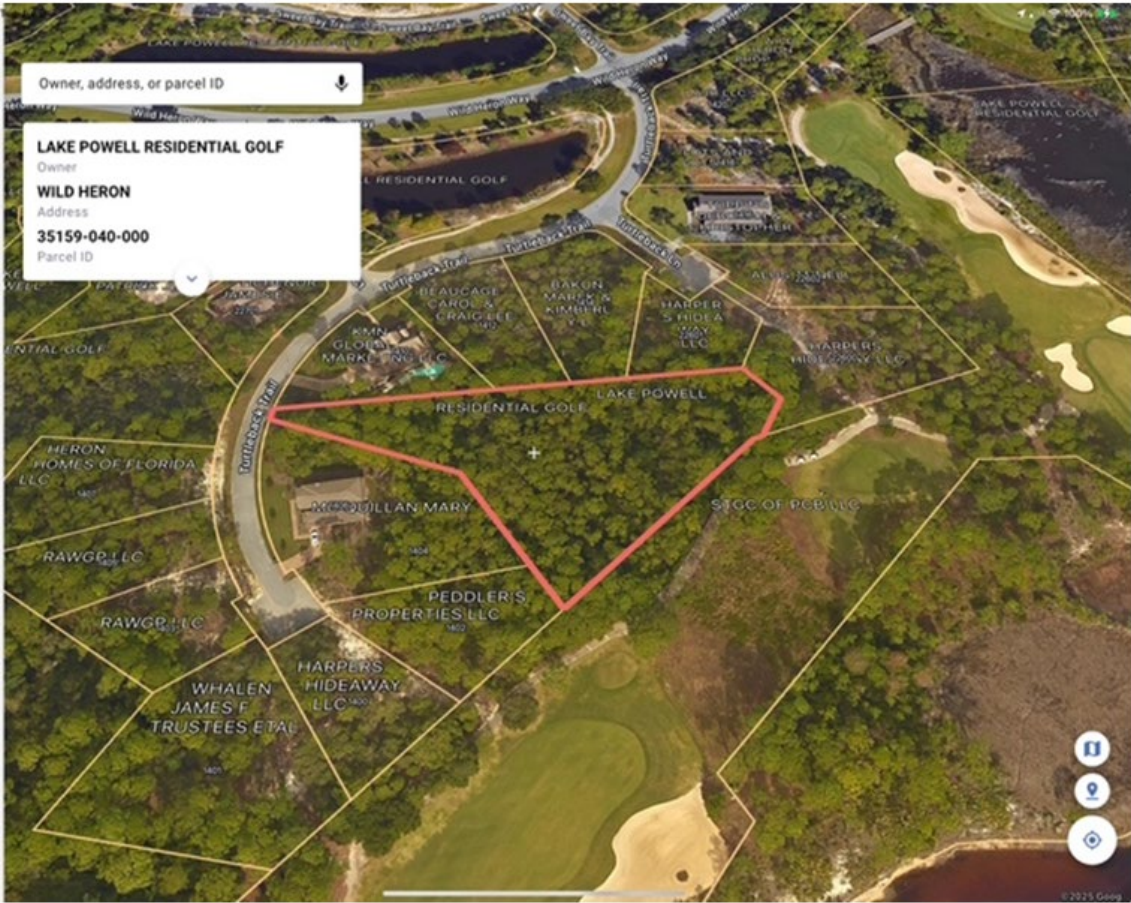
10A

9:37 AM



Owner, address, or parcel ID

LAKE POWELL RESIDENTIAL GOLF
Owner
WILD HERON
Address
35159-040-000
Parcel ID



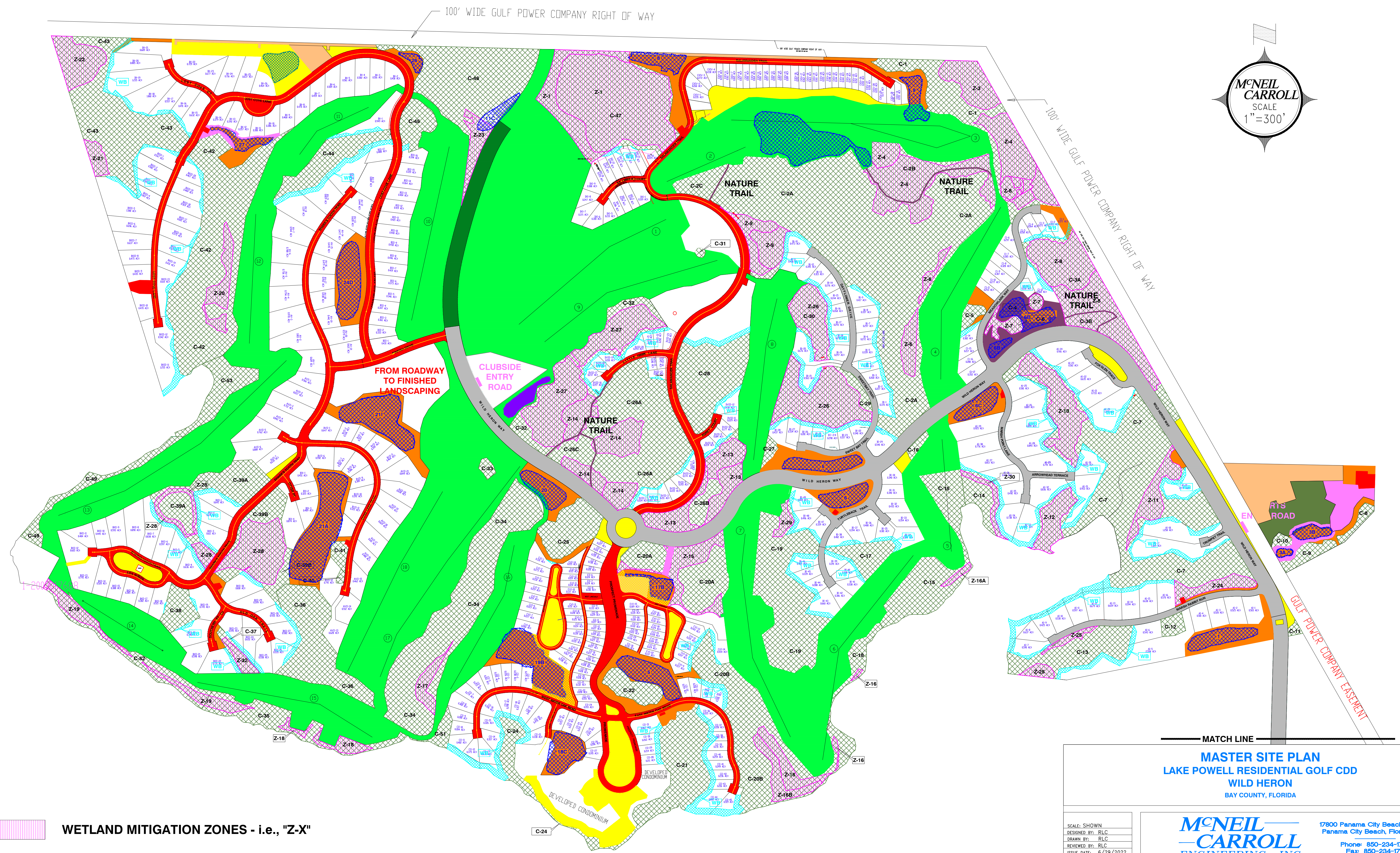
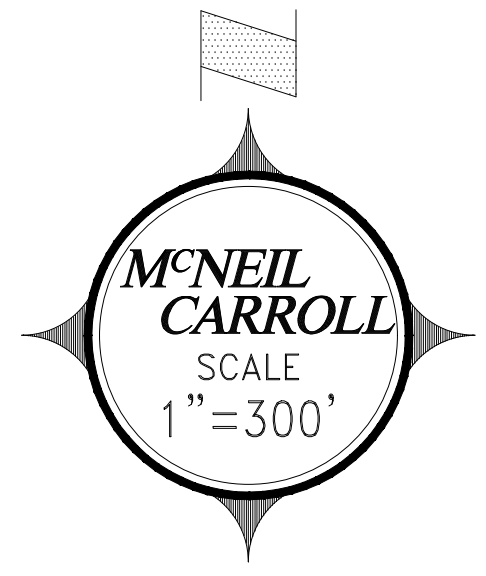
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**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

10B

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

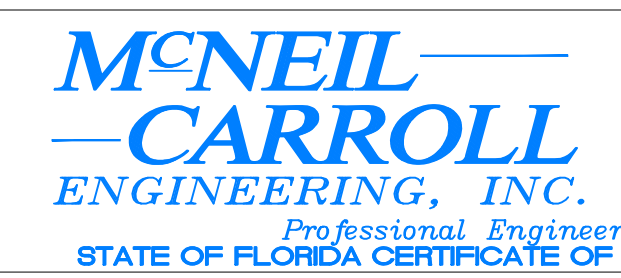
10B11



- WETLAND MITIGATION ZONES - i.e., "Z-X"
- WETLAND CONSERVATION - i.e., "C-X"
- WETLAND BUFFER - i.e., "WB"
- GOLF COURSE LIMITS
- POA ROADWAY
- CDD ROADWAY
- POA OWNERSHIP
- GOLF COURSE ROADWAY
- CDD OWNERSHIP

MASTER SITE PLAN
LAKE POWELL RESIDENTIAL GOLF CDD
WILD HERON
 BAY COUNTY, FLORIDA

SCALE: SHOWN
 DESIGNED BY: RLC
 DRAWN BY: RLC
 REVIEWED BY: RLC
 ISSUE DATE: 6/29/2022
 CF/D: 111801E01
 NOT RELEASED FOR CONSTRUCTION
 BY: _____
 DATE: _____



17800 Panama City Beach Parkway
 Panama City Beach, Florida 32413
 Phone: 850-234-1730
 Fax: 850-234-1731

Professional Engineering Consultants
 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7288

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
 PROFESSIONAL ENGINEER
 FL LC # 49303

Robert L. Carroll, P.E.
 PROFESSIONAL ENGINEER
 FL LC # 67988

2/2/2022 11:18:18 AM - LAKE POWELL RESIDENTIAL GOLF CDD
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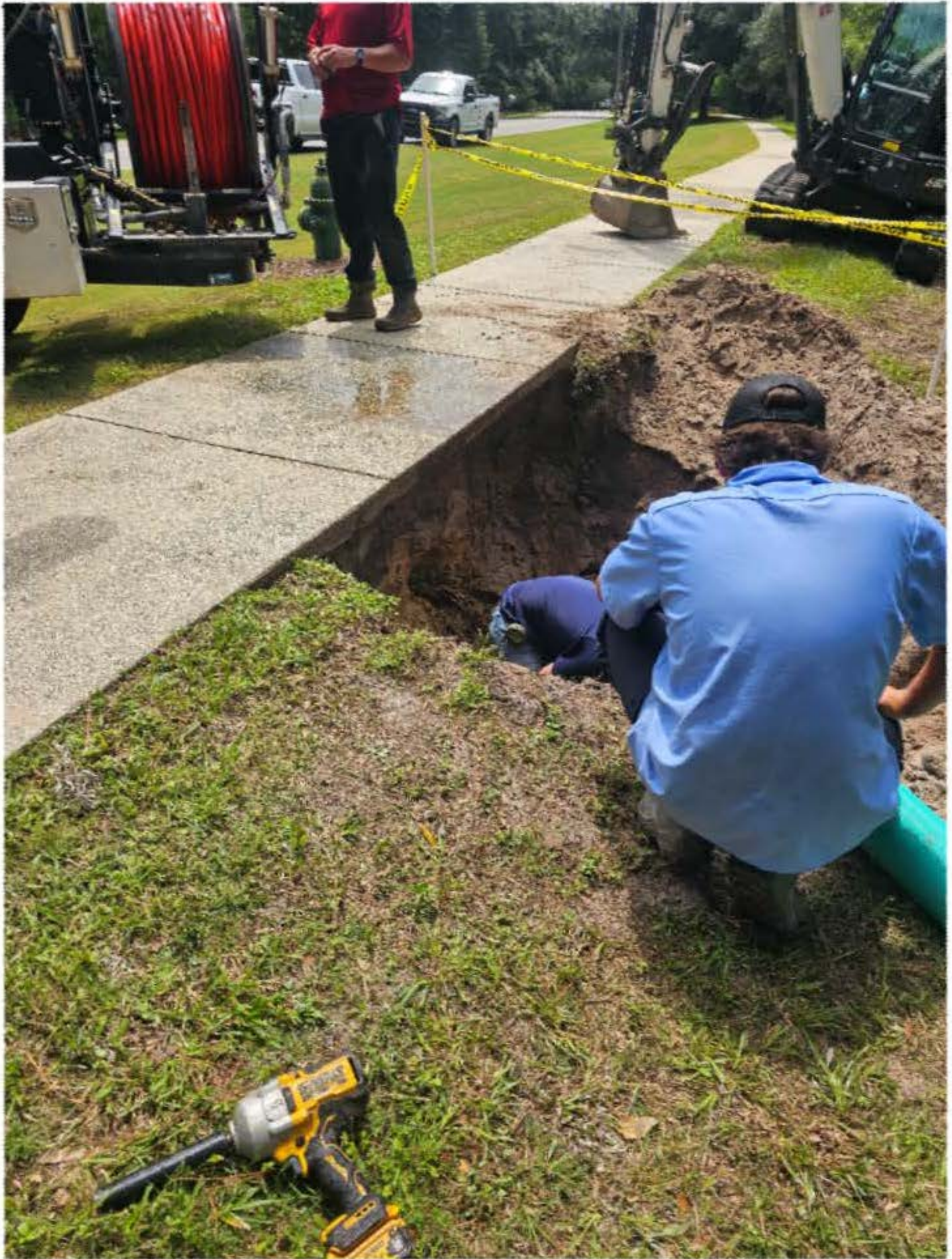
**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**







**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**



Joe Sweeney Properties <joesweeneyproperties@gmail.com>

Tire Damage from Front Gate Traffic Counting Device

1 message

Joe Sweeney Properties <joesweeneyproperties@gmail.com>
To: Joe Sweeney Properties <joesweeneyproperties@gmail.com>

Thu, Aug 7, 2025 at 2:02 PM

To whom it may concern:

Please see attached documentation being submitted for reimbursement for damage received to my vehicle on Wednesday July 30th at approximately 1:00 PM. Upon entering Wild Heron and approaching the security gate, I crossed over the recently installed traffic counting device. The device was improperly installed and/or damaged and the large spikes used to secure the device to the roadway punctured my right front tire and right rear tire. The counting device wrapped around the front tire and as I drove to the gate and was still attached to my vehicle, breaking off shooting down the side of my truck (see tar mark picture attached) hitting and puncturing the right rear tire as well. There were 3-4 cars behind me that may have been impacted by this device that was on the roadway.

At the time of the incident I contacted the front gate security and they advised me to the POA office. I contacted Courtney at the POA office, as well as sent pictures of the damage to her for documentation purposes. After speaking with Courtney, she advised me this was a CDD issue between the CDD and the installer of the device and that I needed to contact David Holt. I spoke to David Holt and he was very gracious in his response and informed me to take the corrective measures to fix my vehicle. I discussed at that time that the tires would need to be replaced, I would need a tow to the repair shop and that I would also need to rent a vehicle during the down time. David assured me that I would be covered and that the installers insurance company would reimburse me for the expenses. I was informed to do what I needed to do to resolve the issue by David Holt. Shortly after my conversation with David, I also spoke with Bryce Mullen, who is also a Wild Heron resident and he informed me that the exact thing happened to his vehicle on the evening of July 29th and that he also spoke to David Holt regarding the issue. There may have been additional vehicles damaged.

Later in the day of July 30th, I received a follow-up call from David Holt. David informed that he had driven down to the security gate to review the security footage of the incident. He informed me that he was able to review the video and was able to see what happened. He confirmed that my vehicle was damaged by the counting device. He also informed me that seven minutes prior to me crossing the counting device, the landscape contractor was mowing the parkways along Wild Heron Way and that the lawn mower hit and damaged the device causing it not to be securely installed. David stated all of this was documented on security video. At the end of our conversation, David Holt informed me that since the landscape contractor is hired by the POA, that I needed to go back to Courtney and this was now a POA issue and that the landscape contractor's insurance will be responsible for the issues caused.

Please see attached receipts. The entire process has been time consuming and very inconvenient. I am asking to be reimbursed for my out of pocket costs. I also spent a lot of time resolving this issue. I was able to remove the tar damage from the vehicle myself and there is no expense incurred. I made a reservation for a rental car online and was given a confirmation number. I took a Lyft to ECP to pick up the rental car. Upon arriving at ECP, Enterprise Rental Car informed me that they would not be able to honor a same day reservation even though I had made one. They simply had no cars available. I had to take a Lyft home and incurred \$107.58 for this inconvenience. I was able to borrow a vehicle from a neighbor for the time needed to order new tires and make the repair. This saved the process in excess of \$600 in rental car fees. My vehicle was not operable from July 30th until August 6th.

I am requesting reimbursement for the expenses incurred for the Lyft, Tow Truck and Tire replacement. These expenses have already been incurred and I am out of pocket. I needed to replace all four tires based on the damage being on the right side front and rear. In order to maintain proper wear and balance of the vehicle, you can not cross-rotate tires left to right, only front to back. The repair shop also conducted a wheel alignment to put the truck back to proper working order from all the damage incurred. There was an additional brake repair done on the auto repair invoice that I have removed. I have pro-rated the amount requested accordingly. See attached documentation. I have pictures and video as well.

I am requesting the following reimbursement to resolve this issue:

Pro-rated Cost Adjustment from GC Auto Invoice J011409 attached:

Description	Cost
New Goodyear LS-2 Tires	\$770.28
Mount and Balance	\$120.00
Wheel Alignment	\$119.99
Pro-rated Tax on Tires only 7%	\$53.92
Pro-rated Credit Card Fee 3.95%	\$39.90
GC Auto Adjusted Balance:	\$1,104.09
CS Towing	\$75.00
Lyft to rental car at ECP	\$56.12
Lyft back home due to no cars available	\$51.46
Total Amount Requested:	\$1,286.67

Please let me know the next steps and how I can receive payment.

Thank you!

Joe Sweeney
1222 W Lakewalk Cir
(850) 890 - 8212

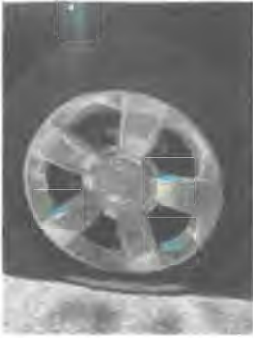
6 attachments



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2277K



IMG_7092.jpeg
2280K



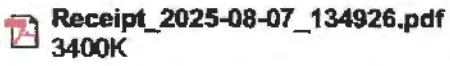
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2770K



IMG_7106.jpeg
3370K



IMG_7109.jpeg
1106K



Receipt_2025-08-07_134926.pdf
3400K

G C AUTO LLC

17325 Panama City Beach Pkwy
Unit C
Panama City Beach, FL 32413
Tel: 850-249-1981
barefoot4sales@gmail.com

Repair Order J011409

Technician: Doug Magnus
Date: 08-06-2025 07:47 AM
Estimate: Q010992

Customer Joe Sweeney (SWE001)
1222 W Lakewalk Circle
Panama City Beach FL 32413

Cell: 850-890-8212

Vehicle 2014 Chevrolet Silverado 1500 LT
5.3 FLEX - Silver
3GCUKSEC2EG263796

Miles In: 213,881
Miles Out: 213,881
License Plate: XB99N FL

Customer Issues and Advisories

Work Description

Mount & balance tires

Work to be Performed

Parts

Labor	Tech	Hrs	Price	Total
Mount & balance tires (20" & up)	DM	4.00	30.00	120.00
Wheel Alignment	DM	1.00	119.99	119.99

Parts	Part No	Qty	Price	Total
Goodyear Eagle LS-2 Tire	AAAP275-55R20	4.00	192.57	770.28

Parts SubTotal \$1,010.27

Parts

Labor	Tech	Hrs	Price	Total
Replace RH rear brake caliper <i>N/A</i>	DM	0.60	130.00	78.00

Parts	Part No	Qty	Price	Total
RH rear brake caliper <i>N/A</i>	AAA18B5031	1.00	127.58	127.58

Parts SubTotal \$205.58

Part

Part	Part No	Qty	Price	Total
Credit Card Fee	CCFCCF	1.00	49.64	49.64

Part SubTotal \$49.64

Total Proposed Completed Date
08-06-2025 5:00 PM

Labor 317.99
Parts 947.50
Hazmat* 14.00
Supplies* 28.43
Taxes 83.70

Repair Order Total \$1,391.62

* Shop Supply & Hazmat Fees: This charge represents costs and profits (where applicable) to the motor vehicle repair facility for miscellaneous shop supplies and/or waste disposal

Adjusted amount

\$1104.09

Reply Reply to all Forward Delete Move ...

Sales Receipt 24223 from C & S TOWING

Jul 31, 2025, 7:09 PM

C & S TOWING <quickbooks@notification.intuit.com>

To: joesweeneyproperties@mailfence.com

POA

Dear Valued Customer,

Please review the sales receipt below.
We appreciate it very much.

Have a great day!
C & S TOWING

Sweeney
1222 W Lakemont/C
Blow Tires

----- Sales Receipt -----

114 Oak Ridge Pl
Panama City, FL 32408-5200 US
8508966619

Sale #: 24223
Date: 07/31/2025
\$0.00

Sold To:

Payment Method: Credit Card - xxxxxxxxxxxx7652

Date	Activity	Description	Amount
07/31/2025	Custom Amo		75.00T

SubTotal:	\$75.00
Tax:	\$0.00
Total:	\$75.00
Amount Received:	\$75.00
Balance Due:	\$0.00

Card Transaction Details:
Card Holder Name : Edwin J. Sweeney
Entry Method : Keyed
SIGNED
Transaction ID : MQ0282684920
Auth ID : 679925

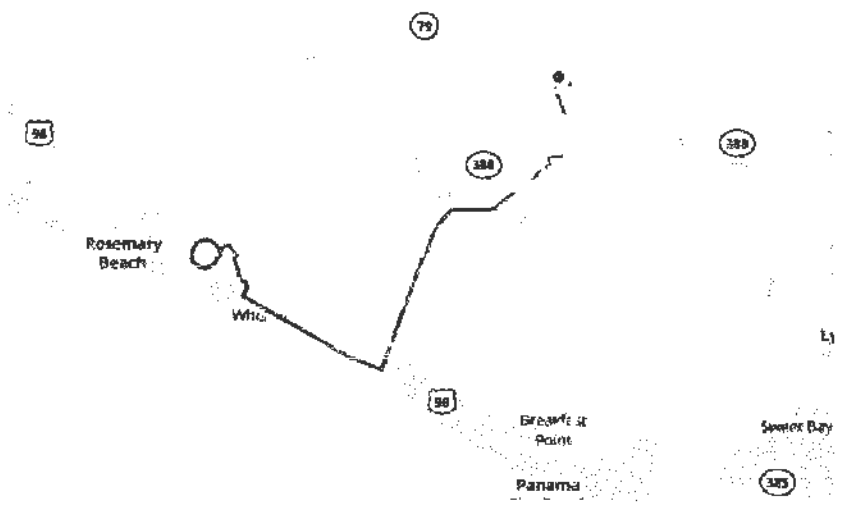


Trip



Jul 30, 2025, 4:19 PM • 19.4 miles • 30 min

© OpenStreetMap



○	1222 W Lakewalk Cir Panama City Beach, FL 32413	Pickup 4:19 PM
○	American Panama City, FL 32409	Drop-off 4:50 PM

Payment

Lyft Standard fare (19.4 mi, 30m)	\$48.80
Tip	\$7.32

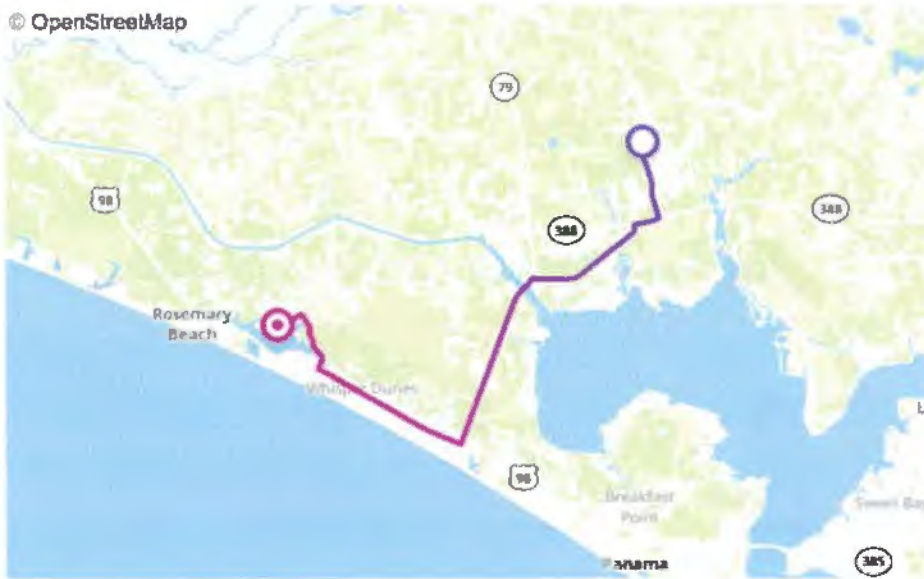
\$56.12

♥ **Marilin says "thanks for the tip!"**



Trip

X Jul 30, 2025, 5:05 PM • 19.3 miles • 29 min



	Rideshare Zone	Pickup
	Panama City, FL 32409	5:05 PM
	1222 W Lakewalk Cir	Drop-off
	Panama City Beach, FL 32413	5:35 PM

Payment

Lyft Standard fare (19.3 mi, 29m)	\$42.88
Tip	\$8.58

\$51.46

♥ Jeremy says "thanks for the tip!"

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

POA Community Activity Room, 1110 Prospect Promenade, Panama City Beach, Florida 32413

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2025	Regular Meeting	2:00 PM (Central Time)
December 3, 2025	Regular Meeting	2:00 PM (Central Time)
February 4, 2026	Regular Meeting	2:00 PM (Central Time)
March 4, 2026	Regular Meeting	2:00 PM (Central Time)
April 1, 2026	Regular Meeting	2:00 PM (Central Time)
May 6, 2026	Regular Meeting	2:00 PM (Central Time)
June 3, 2026	Regular Meeting	2:00 PM (Central Time)
August 5, 2026	Public Hearing and Regular Meeting	2:00 PM (Central Time)