

JPWard and Associates, LLC

**MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
AGENDA**

May 9, 2013

Board of Supervisor's

**Michael Hendershot, Chairman
Dr. David Herring, Vice Chairman
Burnett W. Donoho, Assistant Secretary
Alan Refkin, Assistant Secretary
Doug Ballinger, Assistant Secretary**

James P. Ward
District Manager
513 Northeast 13th Avenue
Fort Lauderdale, Florida 33301

Phone: 954-658-4900
E-mail: ward9490@comcast.net



**Prepared by:
JPWard and Associates, LLC
TOTAL Commitment to Excellence**

MIROMAR LAKES

COMMUNITY DEVELOPMENT DISTRICT

May 1, 2013

Board of Supervisors
Miromar Lakes
Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Thursday, May 9, 2013, at 2:00 P.M.** at the **offices of Miromar Development, Inc., 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.**

1. Call to Order & Roll Call
2. Consideration of Minutes
 - a) April 11, 2013 Regular Meeting
3. Consideration of Agreement with Calvin, Giordano and Associates, Inc. to provide field/asset management services for the District.
4. Staff Reports
 - a) Attorney
 - b) Development Manager
 - c) Engineer
 - d) Manager
 - I. Report on Number of Registered Voters as of April 15, 2013.
 - II. Updated Board Agenda Schedule for balance of FY 2013.
 - III. Financial Statements for the period ending March 31, 2013.
5. Supervisor's Requests and Audience Comments
6. Adjournment

The second order of business is consideration of the minutes of the April 11, 2013.

The third order of business is consideration of the Agreement with Calvin Giordano & Associates, Inc. to provide field/asset management services to the District. The Agreement is in draft form and will be reviewed with the Board during the meeting.



James P. Ward
District Manager

513 NORTHEAST 13TH AVENUE
FORT LAUDERDALE, FL 33301
PHONE (954) 658-4900
E-MAIL ward9490@comcast.net

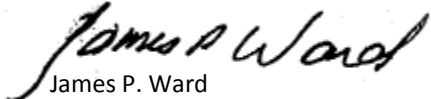
Miromar Lakes Community Development District

Under my report, is the statutory requirement that the District determine as of April 15th of each year the number of registered voter's residing with the District. The Statute provides that the Supervisor of Elections in the County where the District is located (Lee County) provides that information from the voter rolls of the County. The significance of the report is based on the transition date and number of qualified electors residing in the District which are enumerated in the Statute for the District to begin the transition from a landowner's election to a qualified elector based election. The two thresholds are six years from the date of establishment and 250 qualified electors residing in the District. Although the District has met both thresholds and elections for all Board seats are by qualified electors, the reporting is essentially not relevant anymore, however, the Stature still requires the report each year. There is no required action of the Board for this item, it is provided as a matter of law and placed into the District's records.

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,

**Miromar Lakes
Community Development District**



James P. Ward
District Manager
Enclosures



James P. Ward
District Manager

513 NORTHEAST 13TH AVENUE
FORT LAUDERDALE, FL 33301

PHONE (954) 658-4900

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**MINUTES OF MEETING
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, April 11, 2013, at 2:00 p.m., at the offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.

Present and constituting a quorum were:

Mike Hendershot	Chairman
David Herring	Vice Chairman
Doug Ballinger	Assistant Secretary
Burnett Donoho	Assistant Secretary

Also present were:

James Ward	District Manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer
Mike Elgin	Miromar Development Corporation
Tim Byal	Miromar Development Corporation
George Keller	Calvin Giordano & Associates
Abe Aealy	Calvin Giordano & Associates
Matt Morris	Morris-Riley Development Management
Bill Riley	Morris-Riley Development Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m. and the record reflected all members of the Board were present at roll call with the exception of Supervisor Refkin.

SECOND ORDER OF BUSINESS

Consideration of Minutes

a) March 13, 2013 Regular Meeting

Mr. Ward asked if there were any additions, corrections or deletions and received none.

On MOTION made by Mr. Hendershot and seconded by Mr. Donoho, with all in favor, the regular meeting minutes of March 13, 2013, were approved as presented.

THIRD ORDER OF BUSINESS

Discussion and Presentation by Vendors to Provide Field Asset Management Services for Fiscal Year 2014

Mr. Ward stated the main purpose of the meeting was to listen to the presentations of the two companies providing proposals for providing asset management services to the District for Fiscal Year (FY) 2014 and beyond.

Mr. Keller with Calvin Giordano & Associates (CGA) presented his company's credentials as noted in the backup, highlighting the following:

- Company going into its 76th Year, headquartered in the South Florid area
- Niche/expertise of company in private government contract services arena in the last two to three decades
- Wide range of services excluding public services: engineering, code enforcement, capital project management emergency management, etc.
- District Clients include Bonaventure, Maple Ridge and Cobblestone
- Contract administration and project management of services and contractors key in terms of desired services for the District
- Local onsite manager available to the District daily
- They understood the need for their organization to tailor their services to the needs of the District.

Mr. Hendershot asked if CGA currently had a representative in the area.

Mr. Keller answered no, the closest being their office in the Tampa Bay area, but they would be hiring someone local should they be awarded the contract.

Dr. Herring asked if the District would have any input.

Mr. Keller replied absolutely, as their general policy was to present their client with three possible key personnel from which they could select the one they felt they were most comfortable working with.

Mr. Donoho asked who that local representative report to.

Mr. Keller stated, on a day-to-day operational basis, everyone would take direction for the District Manager. It was very important to them that the District's expectations were met.

Mr. Donoho mentioned at the previous meeting the GIS was discussed and the fact that it would require vendors to revise their pricing.

Mr. Ward noted the GIS was a part of the current pricing, so the pricing information in the backup could be looked at minus the GIS portion.

Mr. Hendershot wished to know how Mirormar Lakes compared to the size of CGA's other district clients.

Mr. Keller believed the size fell in the middle of that of their other district clients. Though he understood the GIS was being set aside for the moment, he informed the Board their company had their own in-house data technologies department, and they created their own operating software called Inkforce, which they created, sold and serviced. They used the software themselves, so they were able to tweak it where necessary over time.

Matt Morris introduced his partner, Bill Riley, and reviewed their company's credentials highlighting:

- Formed company three years ago
- Over ten years experience in the asset management
- Based out of the Sarasota/Bradenton area
- Clients included Gateway CDD, Heritage Bay, Colonial Country Club
- Had a local presence to enable rapid response to the District's needs.

Mr. Donoho questioned the kind of staff support they had.

Mr. Morris responded they had an office staff of about ten people, as well as outside personnel not on their staff but who they brought in for specific projects with whom they would contract with directly on the District's behalf.

Mr. Donoho asked about their in-house systems by which they communicated.

Mr. Morris replied they had in-house servers that their staff could access remotely, share via email, so they had a very integrated system that ensured issues were taken care in a very timely manner.

Dr Herring asked if someone would be available from Fort Myers on an as-needed basis or would there be daily inspections.

Mr. Morris replied, based on the RFP the District sent out, they anticipated at least a once-a-week inspection of all the lakes and landscaping, and they would have their biologist come in on a monthly basis to examine the health of the wetland and the lake systems.

Mr. Hendershot inquired, as the Board positions being recently filled by only resident members, did Mr. Morris' company facilitate the education of the Board based on the information on the District gathered over the years by the developer.

Mr. Riley commented their company collected their own of data on the District, some of which they were in the process of updating as far as maps, existing field conditions, etc.

Mr. Morris concurred, stating their staff collected data, and they coordinated with the District's engineer, attorney, etc. on history, existing field conditions, permits, etc. and they hoped to do a seamless job relaying their findings to the Board.

Mr. Donoho asked if they had representatives at Gateway or Heritage Bay.

Mr. Morris replied they had representatives at Gateway every day, while at Heritage Bay they did twice-a-year inspections.

General discussion on: the District not needing daily visits from whomever was hired to do the District's field asset management; need to define parameters of responsibilities by various entities; the location of various infrastructure, such as storm water pipes, irrigation, etc.; need to put together a schedule of long and short term needs, and contract those out accordingly;

Mr. Donoho asked for the pros and cons of hiring a small, relatively new firm versus a very large, industry-experienced firm.

Mr. Ward stated the negative with the large firm was that the District was a small fish in a large pond, so the large firm would have to be pushed a bit more in terms of their representation, but their capacity was better than the smaller firm. With the small firm, the District would be considered a significant client, so they would be more responsive to the District's needs. He believed, from a quality perspective, they were both good firms, as he worked with both of them, CGA since the mid-1980's, and Morris-Riley over the last few years. Mr. Ward hoped to give the Board exposure to two range of firms he worked with and felt confident in their ability to provide quality service to the District.

Dr. Donoho asked how the numbers compared.

Mr. Ward stated the numbers not significantly different, other than the GIS piece, the key factor being how long it would take to do the job, and CGA estimated a longer time than Morris-Riley, as it was a big project.

General discussion on: the advantages/disadvantages of hiring both firms; the affordability versus the needs of the District; the need and or urgency for GIS mapping to clarify what property the CDD was responsible for and compile other data; the need for daily administration versus allowing the scheduled monitoring and maintenance evolve, possibly on a three-year plan; signing a continuing contract that would remain in place unless terminated by the Board, and with possibly a 60 or 90-day termination without cause provision; CGA, as the larger firm, having a greater ability to respond in the initial stages of the contract, that is, gathering data, giving quality presentations to the Board.

Mr. Ward reiterated he was comfortable recommending the approval of either of the two firms, noting he liked the depth CGA brought to the table and the resources to back them up, along with their many years experience in the industry. He was less focused on having a physical presence than he was on having the quality of firm to do whatever the District required, which both firms had the ability to do. Morris-Riley were great in the field, but the presentation of findings, etc. was weaker than CGA, which was some small cause for at this level. He reminded the Board, if they were dissatisfied with the service the selected firm was rendering, the other firm could be hired with proper noticing, etc.

General discussion on: the depth of resources being a significant factor and invaluable' both firms were anxious to provide the District with asset management services; existing asset management firm would turn over all mapping information, etc. to the new firm; the funds to hire the firm would be budgeted in the next fiscal year's budget and they would commence work in the fall, but in the interim could do the necessary research and other actions necessary to commence servicing the District; and both firms would have to bring other resources to the table to provide the necessary services to the District.

Mr. Ward stated the motion would be to select one of the two firms and authorize the District Manager and Attorney to negotiate a contract with the selected firm and bring it back to the Board for feedback and a possible approval.

On MOTION made by Mr. Donoho and seconded by Mr. Ballinger, with all in favor of approving the selection of Calvin Giordano & Associates (CGA) for the provision of Field Asset Management Services to the District, and authorizing the District Manager to negotiate a contract with them.

FOURTH ORDER OF BUSINESS

Staff Reports

a. Attorney

No report

b. Development Manager

No report

c. Engineer

Mr. Krebs remarked he met with Mike Elgin and the design engineer for the County utility, noting they were looking at bringing a force main and some water main improvements along Ben Hill Griffin that might require the District to provide some easements. He was to receive additional files that he would pass along to Mr. Ward, and at some point they would have to come before the CDD Board to make a presentation. They were working with Miromar and including the CDD as far as how they would cross the golf course, and regardless of the track they chose, it would have some impact on the birms of the CDD. He said at the meeting held earlier in the day, the options given included: 1) utilizing the existing 30-foot easement that crosses the golf course, which meant they needed to set up a location onsite that might impact some CDD landscaping in order to pull that line in that easement to a point where they could redirect it. 2) Pulling it completely across the golf course and a new easement to the parcel that was University owned that had its own problems. 3) A combination of the first two options.

d. Manager

I. Updated Board Agenda Schedule for Balance of FY2013

Mr. Ward reviewed the subject item as indicated in the Board's agenda backup, highlighting:

- Including the contract with CGA on the agenda for a Board vote
- The budget process would take place at the June and July 2013 meetings.

- Bidding currently in process to contract a firm to provide auditing services for Fiscal Years 2013 through 2017 in time for the budget meetings
- Adoption of FY2014 budget in September 2013.

II. Financial Statement for the Period ending February 28, 2013

No discussion

EIGHTH ORDER OF BUSINESS

**Supervisor's Requests/Audience
Comments**

General discussion on: software to create GIS mapping; Board members accessing District data for their individual review and what information was available; securing and maintaining the District's assets; bond financing of District assets and the documents on which the financing was based; the "ratty" condition of the grassed area along I-75 on the (Inaudible 1:14:39) and which entity was responsible to rectify the situation.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Dr. Herring,, seconded by Mr. Donoho, with all in favor of adjourning at 3:20 p.m.

James P. Ward, Secretary

Mike Hendershot, Chairman

**AGREEMENT FOR
FIELD MAINTENANCE OVERSIGHT SERVICES**

THIS AGREEMENT FOR FIELD MAINTENANCE OVERSIGHT SERVICES (this “Agreement”) is made and entered into this _____ day of _____, 2013, by and between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida (“District”) and **CALVIN, GIORDANO & ASSOCIATES, INC.**, a Florida corporation (“Contractor”). District and Contractor are sometimes referred to herein collectively as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, District has the responsibility for operating and/or maintaining those certain public facilities in accordance with Chapter 190 F.S. including, without limitation, a stormwater management system, landscaping, preserves, and berms within District’s boundaries and certain improvements and facilities outside the boundaries of the District (“CDD Facilities”); and

WHEREAS, District has engaged or will engage periodically certain independent contractors to perform maintenance work on the CDD Facilities (“CDD Maintenance Contractors”); and

WHEREAS, District desires to employ Contractor to provide oversight of the maintenance work of the CDD Facilities and the CDD Maintenance Contractors, and to otherwise provide consultation, advice, guidance, and management to District Manager relating to the CDD Facilities; and

WHEREAS, Contractor has employed, and otherwise has available to it, management and service personnel experienced in providing the services described in this Agreement; and

WHEREAS, Contractor has represented that it can provide such services as required by District; and

WHEREAS, District desires to employ Contractor, as an independent contractor, to provide oversight, consultation, advice, guidance, and management of the CDD Facilities and Contractor desires to provide such oversight, consultation, advice, guidance and management of the CDD Facilities, for the compensation and upon the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each Party by this Agreement, receipt of which is acknowledged by the Parties, it is mutually agreed by and between the Parties as follows:

1. **RECITALS**: The above recitals are true and correct and are incorporated by reference.
2. **TERM**: District engages Contractor as an independent contractor and Contractor accepts such engagement for the term beginning on October 1, 2013. This Agreement shall be continuing in nature unless and until terminated in accordance with Section 3 below or as otherwise provided in this Agreement.
3. **TERMINATION**: District agrees that Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to District; provided, however, that District shall be provided a reasonable opportunity to cure any breach under this Agreement by District. Contractor agrees that District may terminate this Agreement immediately with cause by

providing written notice of termination to Contractor. District shall provide ninety (90) days written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets District may have against Contractor. Contractor shall be paid for services rendered up through the date of termination. All obligations arising under this Agreement shall be null and void as of the termination date, except for Contractor's obligations to turn over all District books, records, or other property (including, without limitation, data stored electronically) in Contractor's possession which relate directly or indirectly to District.

4. DUTIES OF CONTRACTOR: In general, Contractor shall provide oversight, consultation, advice, guidance, and management of the CDD Facilities and the CDD Maintenance Contractors. Specifically, the services to be performed by Contractor are set forth on Exhibit "A", attached hereto and incorporated herein by reference (collectively, the "Services"). In addition, to the extent not already included in the scope of services set forth on Exhibit "A", the Services to be performed by Contractor shall also include:

- a. George Keller, or another representative from Contractor acceptable to District, shall attend all regular meetings of the Board of Supervisors of District in order to provide status reports on Contractor's performance of the Services.

Contractor shall engage a manager to perform certain Services as delegated to it by Contractor, who shall be located in Southwest Florida area. Prior to Contractor engaging the local manager, District Manager shall, in its sole discretion, have the right to approve or disapprove of the manager selected by Contractor. In the event District Manager disapproves of the manager selected by Contractor, Contractor shall select a different local manager for prior approval by District Manager. The District Manager shall have the right to approve any replacement of the manager by Contractor.

- b. Coordinate, oversee and monitor maintenance of any other CDD Facilities as directed by District Manager from time to time.
- c. Contractor shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the ownership, operation and maintenance of the CDD Facilities and the estimated cost of repair. Contractor shall incur no liability for failure, in good faith, to discover facts, which may have changed the outcome of a claim against or by District.
- d. Contractor shall prepare for the District a monthly report, which content shall be the responsibility of the Contractor, however any and all requests by the District Manager shall be included in the monthly report, after which the final report shall be provided to the District Manager at the beginning of each month for the preceeding month. The report shall advise District on business matters between District and CDD Maintenance Contractors maintaining CDD Facilities, and provide recommended solutions and/or options to the District. Contractor shall maintain files for all such correspondence as well as correspondence received.

5. INDEPENDENT CONTRACTOR: This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the

provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to the Services performed shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided by this Agreement. Contractor agrees that it is a separate and independent enterprise from District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Contractor and District and District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. Contractor shall not incur expenses on behalf of District, enter into any contract on behalf of District, either written or oral, or in any other way attempt to obligate or bind District except upon the express prior written approval of District, which approval may be granted, conditioned, or withheld in District's sole and absolute discretion.

6. INSURANCE: Contractor shall obtain and carry, at all times during its performance of the Services hereunder, the following insurance:

- a. Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida law and Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.
- b. Commercial General Liability insurance on comprehensive basis including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than (\$1,000,000.00) per occurrence, (\$2,000,000.00) aggregate covering all work performed under this Agreement.
- c. Contractual liability insurance covering all liability arising out of the terms of this Agreement.
- d. Automobile liability insurance for bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

District shall be named as an additional insured on the commercial general liability policy and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by District. Certificates of insurance acceptable to District shall be filed by Contractor with District prior to the commencement of the Services. Said certificate shall clearly indicate type of insurance, amount and classification in strict accordance with the foregoing requirements. These certificates shall contain a provision that coverage afforded under Contractor's policies will not be cancelled until at least thirty (30) days prior written notice has been given to District by certified mail. All insurance policies required of Contractor shall be issued by a company authorized to do business under the laws of the State of Florida, with a minimum A.M. Best Rating of "A". The acceptance by District of any Certificate of Insurance does not constitute approval or agreement by District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement. Should at any time Contractor fail for any or no reason to maintain the insurance coverage required, District may immediately terminate this Agreement. If the initial, or any subsequently-issued certificate of insurance expires prior to the completion of the Services, Contractor

shall furnish to District renewal or replacement certificate(s) of insurance not later than thirty (30) calendar days prior to the date of their expiration.

7. **INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold District and its officers, manager, Board of Supervisors, employees, and agents harmless from and against any and all losses, penalties, damages, professional fees, including attorneys' fees and all costs of litigation and judgments arising out of any willful or intentional misconduct or negligent act, error or omission of Contractor, its sub-consultants, subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement or the Services or other work performed hereunder. Contractor's obligation under this paragraph shall not be limited in any way by the agreed-upon Professional Fees (defined below) as shown in this Agreement or Contractor's limit of, or lack of, sufficient insurance protection.

8. **PROFESSIONAL FEES; ADDITIONAL SERVICES:** District agrees and covenants to pay Contractor certain professional fees ("Professional Fees") for its full and faithful performance of the Services herein. The initial schedule for Professional Fees is set forth on Exhibit "B" attached hereto and made a part hereof. The Professional Fees shall be payable in equal monthly installments at the beginning of each month, and the amount of said Professional Fees may be amended annually as evidenced by the budget adopted by District. In no event shall the total and cumulative amount of fees paid to Contractor under this Agreement exceed the amount of funds annually budgeted for the Services. For the first year of Services, the monthly amount of Professional Fees shall be \$_____. Notwithstanding the fixed monthly fee arrangement, Contractor shall maintain accurate and detailed records of the hours it has actually spent performing the Services with descriptions and categories of the related work performed. Contractor shall provide written documentation of such hours to District upon request, which documentation shall be in a form reasonably acceptable to District.

9. **OTHER SERVICES:** The District Manager of District may engage Contractor to perform necessary work which is outside the scope of the Services (as set forth on Exhibit "A" and described in Section 4 above) ("Additional Work"). The fees paid to Contractor for such Additional Work authorized by the District Manager, however in no event shall the cost of such Additional Work exceed One Thousand Dollars (\$1,000.00) without the prior approval of the Board of Supervisors. Except as expressly provided herein, the Additional Work shall be subject to all other terms and conditions of this Agreement.

10. **COSTS AND EXPENSES:** District shall pay or reimburse Contractor for all costs which may be incurred by Contractor in the performance of the Services and its obligations, duties and undertakings for District, provided such costs are approved in writing and in advance by District's Manager or District's Board of Supervisors. District shall not be required to reimburse Contractor for salaries of officers (or employees) of Contractor and general overhead of Contractor, as said mentioned items and services are included within the Professional Fees provided. Contractor will give District all discounts, rebates or commissions provided by any supplier or service contractor where applicable. If Contractor advances for and on behalf of District any costs approved by District, then Contractor shall submit a statement of such costs on or about the first of each month for the costs incurred during the prior month. District shall reimburse Contractor for approved costs prior to the twenty-fifth (25th) day of each month for the costs incurred during the prior month.

11. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

12. **SEVERABILITY**: In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be deleted and the remainder of this Agreement shall be construed to be in full force and effect.

13. **EXHIBITS**: All the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

14. **PERSONS BOUND/NO ASSIGNMENT**: The provisions of this Agreement shall be binding upon and shall inure to the benefits of all Parties and their respective successors, legal representatives and assigns. Notwithstanding the preceding, neither Party shall be permitted to assign this Agreement without the written consent of the other Party. No person or entity shall be deemed to be a third-party beneficiary of this Agreement or any portion of it.

15. **COMPLETE AGREEMENT**: This Agreement (and any exhibits or proposals expressly incorporated) constitutes the entire and complete agreement between the Parties and supersedes all prior correspondence, discussions, agreements and understandings between the Parties relating to the matters contained.

16. **MODIFICATIONS**: This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by both Parties.

17. **WAIVER**: No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the Party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

18. **CONSTRUCTION OF THIS AGREEMENT**:

(a) **TITLES**: The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect of it.

(b) **ORDER OF PARAGRAPHS**: This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear. .

(c) **PRONOUNS**: Pronouns used shall refer to every other and all genders and any word used shall refer to the singular or plural as required or appropriate to the context.

(e) **FLORIDA LAWS**: This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

(f) **NEGOTIATION OF AGREEMENT**: The Parties have participated fully in the negotiation and preparation of the Agreement and accordingly, this Agreement shall not be more strictly construed against one or the other Parties.

(g) **INTERPRET TO BIND AND TO DO JUSTICE**: This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions of this Agreement and, at the same time, to do justice to all Parties in the event of doubt or ambiguity as to any term, expression or meaning.

19. **NOTICES**: All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand-delivered, delivered by overnight

courier or express mail, or mailed through the United States Postal Service, to the Party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Miromar Lakes Community Development District
c/o JP Ward and Associates, LLC
513 Northeast 13th Avenue
Ft. Lauderdale, Florida, 33301

IF TO CONTRACTOR:

Calvin, Giordano & Associates, Inc.
Attn: Dennis J. Giordano
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the Party in accordance with the foregoing and with the proper amount of postage affixed t.

20. COUNTERPARTS: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

21. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS: In the event of litigation arising out of either Party's obligations under this Agreement, sole and exclusive venue for any action shall lie in Lee County, Florida and the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party, including, but not limited to, trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank---Signatures Begin on Next Page)

The Parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

Attest:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

By: _____
Michael Hendershot, Chairman

Dated: _____

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.,
a Florida corporation

By: _____

Print Name: _____

Title: _____

Dated: _____

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

FIELD ASSET MANAGEMENT – SCOPE OF SERVICES EXHIBIT A

The scope of services under this section shall include oversight, consultation, and contract management services and for the CDD's Maintenance Contractors tasked with maintaining these areas. Specific services include:

1. Procurement and Bidding Scope of Services

A. General Outline:

The scope of services under this section includes establishing procurement guidelines and bidding services. The procurement guidelines will establish rules and regulations for purchasing requirements based on total purchase cost. The goal is to develop a procurement procedure that does not hinder day to day activities, but ensure cost effective purchasing and bidding for all services.

- I. Establish Procurement Procedures & Guidelines.
- II. Establish limits of authority for services.
- III. Establish threshold requirements for formal bidding.
- IV. Define procedure for each threshold
- V. Produce Purchasing Guideline Manual & training for all departments.

B. Prepare Base Contract for all Services

- I. Establish base contract tailored for Miromar Lakes which can be utilized for all services purchased.

C. Prepare Specifications and Exhibits for Specific Services

- I. Create specifications utilizing industry standards (ASTM, ASCE, etc) for each specific service being procured.
- II. Create exhibits GIS maps, engineering reports and takeoffs to ensure full disclosure and minimize potential for change orders.
- III. Produce Complete Bid Package (Contract, Specifications, , Reports, Plans, Exhibits)
- IV. Exhibits will be prepared in GIS format (see Scope Below)

D. Bidding Services

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

- I. In the event that the service being purchased requires formal bidding (per the established Procurement Procedures), prepare the Bid Notification/Advertisement.
- II. Distribute complete bid packages to all interested, qualified service providers.
- III. Advertise and coordinate Pre-Bid Meeting to allow for site visits and any last inquiries from service providers.
- IV. Respond to all service providers in writing and issue bid document addenda as necessary.
- V. Review submitted bid packages to establish the lowest responsive service provider.
- VI. Matrix of value, experience, references and insurance requirements
- VII. Provide recommendation for award to the provider which poses the best value to the CDD.

E. Negotiation and Contract Execution

- I. Provide final negotiations to establish unit rates and Not To Exceed Contractual amounts.
- II. Obtain required Certificates of Insurance listing CDD as additional insured.
- III. Obtain fully executed contract documents.
- IV. Retain files of all bid packages submitted, contracts executed, insurance certificates, etc both hard copy and electronically.

2. Operations and Maintenance Services.

A. Programs subject to the operations and maintenance Field Asset Management.

I. Stormwater Management System.

1. Lakes and Ponds, including aerators.
2. Wetlands
3. Littoral Shelves Monitoring and Plantings
4. Grass Carp Program.

II. Landscaping Program, including but not limited to turf, shrub, tree and palm tree maintenance program.

III. Street Lighting (if applicable)

IV. District Roadways (if applicable)

B. Reading and becoming familiar with the CDD's permits and any governing documents for the purposes of delivery of the services described herein.

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

- C. Coordinate, oversee and monitor the programs to include:
 - I. Participate in weekly walk-throughs and on-site inspections of the systems with the CDD Maintenance Contractor(s).
 - II. Review Weekly/Monthly Reports provided by the CDD Maintenance Contractor(s).
 - III. Coordination with outside vendors for regular maintenance and emergency repairs to damaged components on an as-need basis, with 2 hour emergency response team, and 24 hour emergency response via coordination with outside Vendors to repair damaged facilities.
 - IV. Review Maintenance contractor pay applications against purchase order/contract quantities and requirements and provide recommended payment due.
 - V. Properly coded and submitted pay applications to District Accounting for timely payment.
 - VI. Respond and coordinate CDD Maintenance Contractor(s) responses to emergency situations.

3. Asset Monitoring:

- A. Observe and document necessary repairs to the District's Stormwater Management System Components via regular inspections, including lake aerators.
- B. Obtain quotes from Qualified Contractors and Vendors to perform additional maintenance and repairs to the District's Stormwater Management System, as necessary based on the observations and inspections, above.
- C. Oversee and monitor the additional maintenance and repairs above, and report to the District Manager providing recommendations for issuance of purchase orders and other coordination as necessary with the District Manager.
- D. Coordinate with District's Aquatic Maintenance Vendor for yearly "Fixed Structures Inspection", which shall include review of the Vendor's report, field confirmation of any items needing repair and coordination of quotes and overseeing of work, pursuant to items b and c, above.
- E. Observe and document necessary repairs to the Districts.
- F. Coordinate with Johnson Engineering, Miromar Development Corporation and Hole, Montes the requirements for the NPDES requirements.

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

4. Administrative Matters:

- A. Maintain electronic files for all correspondence, reports, contracts, purchase orders and documents relating to these services and upload all documents to the District's electronic filing system and have a representative attend meetings of the CDD's Board of Supervisors as deemed reasonably necessary by the District Manager in his sole and absolute discretion to present reports to the District's Board of Supervisors.
- B. Prepare and advise the District Manager on business matters between the CDD and the Maintenance Contractor(s) maintaining the systems and services provided by the District.

**Miromar Lakes Community Development District
Exhibit B**

Description of Service	Calvin, Giordano & Associates		
	Hourly Rate	Hours	Total Fee
WATER MANAGEMENT SERVICES			
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00
Negotiation and Contract Execution	\$ 100.00	6	\$ 600.00
Operations and Maintenance Services	\$ 80.00	125	\$ 10,000.00
Sub-Total			<u>\$ 16,100.00</u>
LANDSCAPING SERVICES			
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00
Negotiation and Contract Execution	\$ 100.00	12	\$ 1,200.00
Operations and Maintenance Services	\$ 80.00	250	\$ 20,000.00
Sub-Total:			<u>\$ 26,700.00</u>
ASSET MONITORING			
Procurement and Bidding Services	\$ 100.00	12	\$ 1,200.00
Prepare Scope of Service for Contract	\$ 100.00	12	\$ 1,200.00
Prepare Specifications and Exhibits	\$ 100.00	25	\$ 2,500.00
Negotiation and Contract Execution	\$ 100.00	25	\$ 2,500.00
Operations and Maintenance Services	\$ 80.00	100	\$ 8,000.00
Sub-Total:			<u>\$ 15,400.00</u>
ADMINISTRATIVE MATTERS			
Maintain electronic files, attendance at Board Meeting, general matters (all)	\$ 70.00	100	\$ 7,000.00
Total:			\$ 65,200.00

JPWARD AND ASSOCIATES, LLC.

513 Northeast 13th Ave.
Fort Lauderdale, FL 33301

Lee County – Community Development Districts
FLORIDA

04/22/2013

2013 PCT.	NAME OF CDD	# REG. VOTERS
066-2	Miromar Lakes CDD	937
066-3	Miromar Lakes South CDD	-00-
060-2	University Square CDD	-00-
037-1	Palermo CDD	-00-

Paper copy will follow via US Mail.

Nancy Tighe – Voice: 239/533-6302
email: ntighe@leeelections.com

Send to: ward9490@comcast.net Phone: (954) 658-4900
cc: bfeliciano@leeelections.com

Miromar Lakes Community Development District

Financial Statements

March 31, 2013



Prepared by:

JPWARD AND ASSOCIATES LLC

513 NE 13TH AVENUE

FORT LAUDERDALE, FLORIDA 33301

E-MAIL: WARD9490@COMCAST.NET

PHONE: (954) 658-4900

Miromar Lakes Community Development District

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**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending March 31, 2013**

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	Debt Service Funds					General Long Term Debt	General Fixed Assets	
	General Fund	Series 2000	Series 2003	Series 2012	Capital Project Fund			
Assets								
Cash and Investments								
General Fund - Invested Cash	\$ 573,891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 573,891
Debt Service Fund								
Interest Account	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-
Reserve Account	-	-	2,046,096	484,190	-	-	-	2,530,285
Revenue	-	-	58,860	839,564	-	-	-	898,424
Prepayment Account	-	-	2,315	10,612	-	-	-	12,927
Deferred Cost Account	-	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	4,050	-	-	4,050
Escrow Deposit Fund	-	-	-	-	-	-	-	-
Due from Other Funds								
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	42	-	-	-	-	-	-	42
Market Valuation Adjustments								
Accrued Interest Receivable	-	-	(0)	-	-	-	-	(0)
Assessments Receivable	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	3,441,636	-	3,441,636
Amount to be Provided by Debt Service Funds	-	-	-	-	-	36,059,068	-	36,059,068
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	40,376,020	40,376,020
Total Assets	\$ 573,933	\$ -	\$ 2,107,270	\$ 1,334,366	\$ 4,050	\$ 39,500,704	\$ 40,376,020	\$ 83,896,342

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending March 31, 2013**

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	Debt Service Funds					General Long	General Fixed	
	General Fund	Series 2000	Series 2003	Series 2012	Capital Project Fund	Term Debt	Assets	
Liabilities								
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds	28							28
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	21	-	-	-	-	-	-	21
Bonds Payable								-
Current Portion	-	-	-	-	-	-	-	-
Long Term	-	-	-	-	-	37,440,000	-	37,440,000
Notes Payable - Miromar Development Corp	-	-	-	-	-	2,060,704	-	2,060,704
Total Liabilities	<u>\$ 49</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 39,500,704</u>	<u>\$ -</u>	<u>\$ 39,500,753</u>
Fund Equity and Other Credits								
Investment in General Fixed Assets	-	-				-	40,376,020	40,376,020
Fund Balance								
Restricted								
Beginning: October 1, 2012 (Unaudited)	-	13,023,863	2,883,437	-	-	-	-	15,907,300
Results from Current Operations	-	(13,023,863)	(776,167)	1,334,366	4,050	-	-	(12,461,614)
Unassigned								
Beginning: October 1, 2012 (Unaudited)	490,260	-				-	-	490,260
Results from Current Operations	83,624	-				-	-	83,624
Total Fund Equity and Other Credits	<u>\$ 573,884</u>	<u>\$ -</u>	<u>\$ 2,107,270</u>	<u>\$ 1,334,366</u>	<u>\$ 4,050</u>	<u>\$ -</u>	<u>\$ 40,376,020</u>	<u>\$ 44,395,590</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 573,933</u>	<u>\$ -</u>	<u>\$ 2,107,270</u>	<u>\$ 1,334,366</u>	<u>\$ 4,050</u>	<u>\$ 39,500,704</u>	<u>\$ 40,376,020</u>	<u>\$ 83,896,342</u>

**Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest									
Interest - General Checking	36	31	47	46	40	39	239	500	48%
Special Assessment Revenue									
Special Assessments - On-Roll	308	58,630	232,867	12,134	12,564	6,736	323,239	377,734	86%
Special Assessments - Off-Roll	-	89,288	-	89,288	-	-	178,577	357,153	50%
Note Payable - Miromar Lakes LLC	-	-	-	-	-	-	-	-	-
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-
Total Revenue and Other Sources:	\$ 344	\$ 147,949	\$ 232,914	\$ 101,468	\$ 12,604	\$ 6,775	502,054	\$ 735,387	68%
Expenditures and Other Uses									
Legislative									
Board of Supervisor's - Fees	600	-	600	-	1,600	1,400	4,200	8,000	53%
Board of Supervisor's - Taxes	46	-	46	-	122	107	321	612	52%
Executive									
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	20,000	40,000	50%
Financial and Administrative									
Audit Services	-	-	-	5,000	-	-	5,000	7,500	67%
Accounting Services	-	-	-	-	-	-	-	-	N/A
Assessment Roll Services	-	-	18,000	-	-	-	18,000	18,000	100%
Arbitrage Rebate Services	-	-	-	-	1,000	-	1,000	2,000	50%
Other Contractual Services									
Legal Advertising	-	-	-	547	-	41	588	1,200	49%
Trustee Services	-	-	2,500	-	-	5,375	7,875	10,000	79%
Property Appraiser/Tax Collector Fees	-	-	-	-	-	-	-	2,400	0%
Bank Services	43	29	86	29	43	73	304	500	61%
Travel and Per Diem	-	-	-	-	-	-	-	-	N/A

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Communications & Freight Services									
Postage, Freight & Messenger	-	-	26	33	-	66	125	500	25%
Insurance	5,500	-	-	-	-	-	5,500	5,500	100%
Printing & Binding	-	-	-	-	85	43	127	500	25%
Office Supplies	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships	175	-	-	-	-	-	175	175	100%
Legal Services									
Legal - General Counsel	1,719	-	3,603	-	-	3,084	8,405	15,000	56%
Debt Service - Miromar Lakes LLC Note	-	-	-	-	-	-	-	-	N/A
Other General Government Services									
Engineering Services - General Fund	-	630	-	-	-	3,435	4,065	12,500	33%
NPDES	-	-	-	-	-	-	-	5,000	0%
Other Current Charges	-	-	-	-	-	-	-	-	N/A
Sub-Total:	11,416	3,992	28,194	8,942	6,184	16,957	75,686	129,387	58%
Stormwater Management Services									
Professional Management									
Asset Management	313	313	313	313	313	313	1,875	3,750	50%
Mitigation Monitoring	-	-	-	220	-	-	220	-	N/A
Utility Services									
Electric - Aeration Systems	-	49	85	-	56	48	238	1,500	16%
Lake System									
Aquatic Weed Control	5,464	5,464	5,464	5,464	-	10,928	32,784	124,000	26%
Lake Bank Maintenance	-	-	-	-	-	4,250	4,250	2,500	170%
Water Quality Testing	-	-	-	-	-	-	-	2,000	0%
Water Control Structures	-	-	-	-	-	-	-	-	N/A
Grass Carp Installation	-	-	-	-	-	-	-	-	-
Wetland System									
Routine Maintenance	3,133	3,133	-	3,133	-	6,267	15,667	-	N/A
Other Current Charges	-	-	53,841	-	-	-	53,841	2,500	2154%
Operating Supplies	-	-	-	-	-	-	-	-	N/A
Capital Outlay									
Aerator's	-	-	-	-	-	-	-	-	#DIV/0!
Sub-Total:	8,910	8,959	59,703	9,130	368	21,805	108,875	136,250	80%

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Landscaping Services									
Professional Management									
Asset Management	938	938	938	938	938	938	5,625	11,250	50%
Utility Services									
Electric	-	-	-	-	-	-	-	-	N/A
Irrigation Water	-	-	-	1,777	-	-	1,777	7,500	24%
Repairs & Maintenance									
Public Area Landscaping	-	-	116,951	10,653	3,218	29,104	159,926	300,000	53%
Landscape Lighting	-	-	-	-	-	-	-	-	N/A
Irrigation System	-	-	202	-	-	-	202	7,500	3%
Well System	-	-	-	-	-	-	-	3,500	0%
Plant Replacement	-	-	-	-	-	-	-	25,000	0%
Other Current Charges									
Lee County - Ben Hill Griffin Landscape	-	40,553	-	-	-	-	40,553	55,000	74%
Charlotte County - Panther Habitat, Fire	-	466	-	-	-	-	466	-	
Operating Supplies									
Mulch	-	-	6,195	-	-	19,125	25,320	60,000	42%
Sub-Total:	938	41,956	124,286	13,368	4,155	49,167	233,869	469,750	50%
Total Expenditures and Other Uses:	\$ 21,263	\$ 54,908	\$ 212,183	\$ 31,440	\$ 10,707	\$ 87,929	418,430	\$ 735,387	57%
Net Increase/ (Decrease) in Fund Balance	(20,920)	93,042	20,731	70,028	1,896	(81,154)	83,624	-	
Fund Balance - Beginning	490,260	469,341	562,382	583,114	653,141	655,038	490,260	348,426	
Fund Balance - Ending	\$ 469,341	\$ 562,382	\$ 583,114	\$ 653,141	\$ 655,038	\$ 573,884	573,884	\$ 348,426	

Miromar Lakes Community Development District
Debt Service Fund - Series 2000 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Special Assessment Revenue									
Special Assessments - On-Roll	-	-	-	-	-	-	-	-	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments									
Debt Proceeds									
Special Assessments - Prepayments	-						-	-	N/A
Series 2012 Refinance	-						-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Expenditures and Other Uses									
Debt Service									
Principal Debt Service - Mandatory									
Series 2000 A Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Series 2000 B Bonds	-	-	-	-	-	-	-	-	N/A
Principal Debt Service - Early Redemptions									
Series 2000 A Bonds	12,365,000	-	-	-	-	-	12,365,000	-	N/A
Series 2000 B Bonds	-	-	-	-	-	-	-	-	N/A
Principal Note Repayment - Miromar Development Note									
Series 2000 A/B Bonds	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2000 A Bonds	425,562	-	-	-	-	-	425,562	-	N/A
Series 2000 B Bonds	-	-	-	-	-	-	-	-	N/A
Early Redemption Premium	123,650	-	-	-	-	-	123,650	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	109,650	-	-	109,650	-	N/A
Total Expenditures and Other Uses:	12,914,212	\$ -	\$ -	\$ 109,650	\$ -	\$ -	13,023,863	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	(12,914,212)	-	-	(109,650)	-	-	(13,023,863)	-	
Fund Balance - Beginning	13,023,863	109,650	109,650	109,650	(0)	(0)	13,023,863	3,986,887	
Fund Balance - Ending	\$ 109,650	\$ 109,650	\$ 109,650	\$ (0)	\$ (0)	\$ (0)	-	\$ 3,986,887	

Miromar Lakes Community Development District
Debt Service Fund - Series 2003 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	-	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	-	-	N/A
Reserve Account	-	42,693	2	2	1	1	42,698	35,800	119%
Prepayment Account	-	0	0	0	0	0	1	-	N/A
Revenue Account	-	73	1	3	3	2	82	-	N/A
Special Assessment Revenue									
Special Assessments - On-Roll	42	7,925	31,477	1,640	1,698	911	43,693	50,717	86%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	2,098,764	0%
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 42	\$ 50,691	\$ 31,480	\$ 1,645	\$ 1,702	\$ 914	86,474	\$ 2,185,281	4%
Expenditures and Other Uses									
Debt Service									
Principal Debt Service - Mandatory									
Series 2003 Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 460,000	0%
Principal Debt Service - Early Redemptions									
Series 2003 Bonds	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2003 Bonds	-	862,641	-	-	-	-	862,641	1,725,281	50%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 862,641	\$ -	\$ -	\$ -	\$ -	862,641	\$ 2,185,281	39%
Net Increase/ (Decrease) in Fund Balance	42	(811,949)	31,480	1,645	1,702	914	(776,167)	-	
Fund Balance - Beginning	2,883,437	2,883,479	2,071,529	2,103,009	2,104,655	2,106,357	2,883,437	2,883,529	
Fund Balance - Ending	\$ 2,883,479	\$ 2,071,529	\$ 2,103,009	\$ 2,104,655	\$ 2,106,357	\$ 2,107,270	2,107,270	\$ 2,883,529	

Miromar Lakes Community Development District
Debt Service Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	-	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	-	-	N/A
Reserve Account	-	9,917	0	0	0	0	9,918	7,100	140%
Prepayment Account	-	0	0	0	0	0	1	-	N/A
Revenue Account	-	1	0	3	10	10	24	2,000	1%
Special Assessment Revenue									
Special Assessments - On-Roll	706	130,587	518,665	27,026	27,983	15,004	719,972	836,042	86%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	167,052	0%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-
Debt Proceeds									
Series 2012 Refinance	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	109,650	-	-	109,650	-	N/A
Total Revenue and Other Sources:	\$ 706	\$ 140,505	\$ 518,666	\$ 136,681	\$ 27,993	\$ 15,014	839,565	\$ 1,012,194	N/A
Expenditures and Other Uses									
Debt Service									
Principal Debt Service - Mandatory									
Series 2012 Bonds	-	-	-	-	-	-	-	\$ 365,000	0%
Principal Debt Service - Early Redemptions									
Series 2012 Bonds	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2012 Bonds	-	76,491	-	-	-	-	76,491	396,688	19%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 76,491	\$ -	\$ -	\$ -	\$ -	76,491	\$ 761,688	N/A
Net Increase/ (Decrease) in Fund Balance	706	64,014	518,666	136,681	27,993	15,014	763,073	250,506	
Fund Balance - Beginning	571,293	571,999	636,013	1,154,679	1,291,359	1,319,352	571,293	477,729	
Fund Balance - Ending	\$ 571,999	\$ 636,013	\$ 1,154,679	\$ 1,291,359	\$ 1,319,352	\$ 1,334,366	1,334,366	\$ 728,235	

**Miromar Lakes Community Development District
Capital Project Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2013**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Construction Account	-	-	-	-	-	-	-	-	N/A
Cost of Issuance	0	0	0	0	0	0	1	-	N/A
Debt Proceeds									
Series 2012 Refinance	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	1	\$ -	N/A
Expenditures and Other Uses									
Capital Outlay									
Cost of Issuance									
Series 2012 Bonds	21,398	-	5,500	-	-	-	26,898	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 5,500	\$ -	\$ -	\$ -	26,898	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	0	0	(5,500)	0	0	0	(26,897)	-	
Fund Balance - Beginning	30,947	30,947	30,948	25,448	25,448	25,448	30,947	-	
Fund Balance - Ending	\$ 30,947	\$ 30,948	\$ 25,448	\$ 25,448	\$ 25,448	\$ 25,448	4,050	\$ -	