

**JPWard and Associates, LLC**

**MIROMAR LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS**

**AGENDA**

**February 14, 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

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

# MIROMAR LAKES

## COMMUNITY DEVELOPMENT DISTRICT

February 5, 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, February 14, 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) January 10, 2013 Regular Meeting
3. Review and Consideration of Scope of Services for Field Asset Management Services.
4. Review and Consideration of the Business Plan for the evaluation of the Developer owned Irrigation System.
5. Consideration of extension of Lake Master's Agreement to provide Aquatic Weed Services to the District.
6. Staff Reports
  - a) Attorney
  - b) Development Manager
    - I. Update on Grass Carp Program.
  - c) Engineer
  - d) Manager
    - I. Updated Board Agenda Schedule for balance of FY 2013.
    - II. Financial Statements for the period ending December 31, 2012.
7. Supervisor's Requests and Audience Comments
8. Adjournment



James P. Ward  
District Manager

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

The second order of business is consideration of the minutes of the January 10, 2013 Meeting.

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The third order of business is to review and consider the scope of services for the field management asset services.

The scope of services outlines the assets of the District that are currently being maintained, and the intent that over the months of February and March, 2013 the Board can review this scope of services, after which we can obtain quotes for this service to be presented at the April, 2013 Board Meeting. I am going to suggest that once the District receives proposals, we discuss having vendors make a presentation on their proposals.

This completion of this evaluation by April, 2013 (no later than May, 2013) will permit the pricing for this service to be added to the Fiscal Year 2014 Budget.

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The fourth order of business is to begin the review of the business and legal parameters that the District must go through in order to acquire the irrigation system from Miromar Development Corporation. During the discussion, we should focus on charting the next steps to take to move this process forward.

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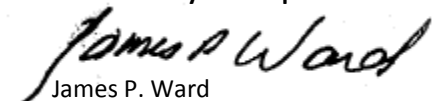
The fifth order of business is consideration of extending the Lake Master's contract through June 30, 2014 at the same price of \$103,168.00/year. The company has performed very well during the term of the contract, has been responsive to the needs of the community and contractually has been professional in dealings with the firm.

Also, enclosed is a map of the District's water management system that is under contract with Lake Master's, along with the current Scope of Services for the Lake Master's Contract.

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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

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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, January 10, 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
Alan Refkin	Assistant Secretary
Doug Ballinger	Assistant Secretary

**Also present were:**

James Ward	District Manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Ward called the meeting to order at 2:00 p.m. and the record will reflect that all members of the Board are present at roll call with the exception of Supervisor Donoho, who extends to all of you his regrets for not being able to attend today's meeting, he has a long standing prior commitment in Texas.

**SECOND ORDER OF BUSINESS**

**Consideration of Replacement Supervisor for the Balance of the Unexpired Term of Office of the Position Previously Held by Mr. Byal.**

Mr. Ward stated item two is basically the continued discussion of a replacement member of the Board. At your last meeting, you had talked about Mr. Ballinger as a replacement. He is with us today. If you choose to replace him, it's by simple motion, a second, and affirmative vote of the three of you, and then after that, I'll take the time and swear him in on the Board.

**On MOTION made by Mr. Herring and seconded by Mr. Refkin, with all in favor, accepting Mr. Ballinger as Replacement Supervisor for the Balance of the Unexpired Term of Office of the Position Previously Held by Mr. Byal was approved.**

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office for the Newly elected Supervisor**

- a) **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- b) **Membership Obligations and Responsibilities**
- c) **Form 1-Statement of Financial Interests**

Mr. Ward stated Mr. Ballinger, what I'm going to do is I'm going to take a minute, and I'm going to swear you in. For the record, I'm a notary of the state of Florida and authorized to administer this oath, and I'll ask that you repeat after me. Mr. Doug Ballinger was duly sworn. I'll ask that you sign, put your name in the spot just below your signature and at the top of the oath, return it to me. I will notarize it and make it a part of the public records for you. I don't know if you sit on any other boards, but I'm going to assume no for a second. What I'll do is after today's meeting, I will transmit to you two pieces of paper. One is a Form 1, statement of financial interests. You will be required to file that with the Supervisor of Elections here in Lee County within 30 days of today's date.

If you have any questions with respect to it, either Mr. Urbancic or myself will be available to help you through it. It's a relatively simple form; however, here in Florida, the Legislature passed a law a number of years ago that supervisors can fine you for not doing so, so I would encourage you to do that. Then Greg and I will just take a minute and go over the Sunshine Law with you, and that is a law here in Florida which indicates that elected public officials, which is now what you are, must do all of your business at one of these open, noticed public meetings.

You can't talk to other Board members outside of these meetings about a matter which may foreseeably appear before the Board itself. You're welcome to have lunch with them, you can talk about your golf game or your tennis game or your dogs or your kids, but

not on a matter which may foreseeably appear before the Board. If you have a question, the best thing to do is pick up the phone and call either Greg or myself, and we'll help you through it. If you are uncomfortable with that, we suggest that you also bring that up at the next Board meeting that we have.

In these days and times, e-mailed communications are also considered public record, so try to refrain from e-mailing your Board members on any matter which may foreseeably appear before the Board also. Any questions.

Mr. Ward continued, I'll also email to you the Guide to the Sunshine Amendment. It's kind of a cliff notes version of the law itself, so it's a good guide for you to use if you have any questions with respect to it. Frankly, the easiest thing to do is just pick up the phone and call Greg or I. Greg, did you have anything you'd like to add?

Mr. Urbancic stated I think that's a good summary. The only thing I would add is public records, if you think you received anything in connection with District business, then that's a public record. For instance, if a member of the public were to send you an email communication, then that's a public record that you have to preserve. One of the easiest ways is to give a copy to the Manager, but just so you keep your records and District records separately. Keep your things separately. If you're using an email address for District business, you might want to create a separate email address or email account that you just use for District functions. That's always a good thing to do, just keep yourself separate.

Other than that, I'm available for any questions you might have.

Mr. Hendershot asked there is no obligation on Board members to keep records, though, as long as the Manager keeps complete files, is that correct?

Mr. Urbancic stated yes, if he has a copy of all the records, then you don't have to keep records.

Mr. Refkin asked you keep records?

Mr. Ward stated a document that comes to any Board member from my office or from Greg's office.

A male speaker stated I only keep it for a quarter and then I get rid of it.

Mr. Ward stated are all public records anyway.

Mr. Ballinger stated I think I've got your phone number, but your contact information I don't have.

Mr. Urbancic stated I'll give it to you, I'll give you my card.

Dr. Herring stated a question. I read this thing, I don't know how many times last night, and never found the part that says we can't discuss matters outside of this room. Am I missing something?

Mr. Urbancic stated it's in the Sunshine Law.

Dr. Herring stated I thought that that's what this was supposed to be, a synopsis of them.

Mr. Urbancic stated you just can't. Anything that might come before you for action. For example, lake maintenance contract. If there's a lake maintenance contract coming before you guys. Alan and David can't, over lunch at the golf club, talk about how they're going to vote or, hey I went through the proposals, this is what I'm seeing, This is the way I'm leaning. You can't have that discussion. You have to have the discussion here.

Dr. Herring asked but we can have the discussion with you or we could have it with Jim.

Mr. Urbancic stated you can have it with us.

Dr. Herring stated in much the same that Tim would speak to you about things outside meetings?

Mr. Ward stated correct.

Mr. Urbancic stated you just can't use us a liaison. In other words, you can't say, hey, go talk to Mr. Hendershot.

A male speaker stated right.

Mr. Hendershot stated with the litigations that are on-going, do we need a formal record retention policy?

Mr. Ward stated the state actually has a formal record retention policy that we actually go beyond what the law says. But there is a formal records retention policy.

Mr. Hendershot asked we meet all those requirements by letting you keep the complete file. There's no obligation on any of the Board members to retain any records?

Mr. Wards stated no, there's no obligation on your behalf to retain records. That's done by my office. My office actually retains in excess of what the law actually requires, so we have everything. The only thing that I will tell you, is if you get an e-mail communication

that I don't know about, you might want to just forward that to me for the record, but that's about the only thing I can think of.

Dr. Herring stated that would be an email from one of the constituents of Miromar.

Mr. Urbancic stated about public business.

Dr. Herring stated right. I mean if somebody solicits us for any other reason, some outside entity, we don't have to pass that?

Mr. Urbancic stated no, I wouldn't do that as a public record, unless it's specific to our business that we're doing.

Dr. Herring stated one last thing. Have you informed Doug about his obligation to bring lunch for the next six months.

Mr. Ward stated that was the first thing I told him.

Dr. Herring stated I've had food provided by Doug before, and it would be a blessing.

Mr. Ward asked any other questions on the Sunshine Law?

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2013-2 designating an Assistant Secretary of the Board of Supervisors of the Miromar Lakes Community Development District**

Mr. Ward stated the resolution is intended to just add Mr. Ballinger as an Assistant Secretary of the Board, so we'll insert his name in section one and, with that, that resolution is in order and recommended.

**On MOTION made by Mr. Hendershot and seconded by Mr. Refkin, with all in favor, Resolution 2013-2 was approved.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes**

**a) December 13, 2012, Regular Meeting**

Mr. Ward stated you've all been previously distributed a copy. If there are any additions, corrections or deletions, it would be appropriate at this time to so indicate, otherwise, a motion for their approval would be in order.



Dr. Herring stated I have a question. What is your obligation to transcribe the minutes? Do you transcribe every single sound that's uttered?

Mr. Hendershot stated he tries.

Mr. Ward stated if it's inaudible, we don't transcribe it. I kind of try to get as close to a verbatim transcript as we possibly can. Some sounds are completely inaudible, some things are extraneous, which I'll exclude. But, generally speaking, if the transcriptionist, we have an outside company that does this, they kind of do it as if they were a court reporter. So it comes back to me in that format.

Dr. Herring asked is there any time during the course of a meeting that we can say, "This is off the record or that is off the record,"?

Mr. Urbancic stated you really can't, but with that said, legally, you're not required to have a full transcript if you don't want it. You're required to keep minutes, and those minutes have to be a record of the main actions that are taken. But if you want something less than that, you can direct that to be done.

Dr. Herring stated I tried to transcribe this.

Mr. Ward stated well, if you wanted this meeting, you can just say I would like that stricken from this record.

Mr. Hendershot stated the current Manager's style is to inhibit our opening our mouths during the meeting.

Dr. Herring stated and, obviously, it achieved that purpose, because I didn't just say what I just said, did I.

Mr. Ward stated well you can strike. If you want we can strike that from the record.

Mr. Urbancic stated that's not an action. If you want to have that section removed from the minutes, we can do that.

Dr. Herring stated okay, I was just curious.

Mr. Urbancic stated it doesn't pick up contact.

Mr. Ward stated it doesn't pick up that.

Mr. Urbancic stated facial expressions, those kinds of things.

Mr. Ward stated I tend to do a more verbatim transcript, because, I hindsight, when you need it for litigation purposes or need to know something, it just provides; I don't have to

go back and have a bunch of audio files transcribed. This is a really good record for you. But we'll go ahead, if you'd like, we can approve these minutes with those works stricken.

Dr. Herring stated, please, thank you, appreciate it.

Mr. Ward asked is that your motion?

Dr. Herring stated that's my motion.

Mr. Hendershot stated I've got one correct. Page eight, at the next to last paragraph which says, "We are in fact looking out ..." it should be for their interests, it says of their interests. It's probably my West Virginia drawl.

**On MOTION made by Mr. Herring and seconded by Mr. Refkin, with all in favor, the Minutes of December 13, 2012, was approved as corrected.**

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**a. Attorney**

Mr. Urbancic stated the only thing I wanted to report is I'm trying to monitor some of the new legislation that's been filed, periodically we look at this. There was some crazy legislation that was filed, I guess it depends on your perspective. The proposed law would allow a member of the public to comment on any action that a board takes. The thought process was anything you put on your agenda would have the right to be commented on, and you couldn't take action on anything else that wasn't on your agenda unless you gave people a chance to comment on it. Hopefully this doesn't get any traction, because I think it's going to make it quite complicated for governments to do business, but you never know. It was one of the first bills that was entered in.

Mr. Ward stated there is one board I have I would love that one to be in place. But that's another subject.

Mr. Hendershot asked each of our meetings are considered public meetings?

Mr. Ward stated yes.

Mr. Urbancic stated yes.

Mr. Ward stated they're advertised and noticed and, as you can see, recorded, and the public is entitled to attend them.

Dr. Herring asked is the agenda published anywhere?

Mr. Ward stated the agenda is not published anywhere. Last year, just to add a little bit to what Greg had said. There is a new state law that requires certain documents to be published in electronic format on websites. The laws says you give them to the County and they do that, which we've done. But I think in next year's budget what I'm going to add a little bit of money to next year is to develop a website that we can actually have our public records on, so I don't have to worry about transmitting that stuff to the to the County and them not doing it or doing it as the case may be. I'm sure that will be in next year's budget when I propose that to you in May.

Mr. Refkin stated that's a good idea, Jim.

Mr. Ward stated so that will give you your public records there, as well as your agenda packages, and that will provide the residents in the community an opportunity to look at all your records if you want.

Dr. Herring asked so that's proposed legislation.

Mr. Urbancic stated just proposed at this point; it hasn't passed, so we'll monitor it and see what happens. I'll let you know if there's anything else, but I thought it was interesting.

Dr. Herring stated I mean the way you just presented it, it seems like that would really cripple us. I mean we couldn't talk about anything unless it was on an agenda.

Mr. Hendershot stated we would have to do more homework.

Mr. Urbancic stated it seems like a trial lawyer's dream, because really it's designed for attorneys' fees, that if you fail to give somebody the right to speak on items, they can sue you and gain their fees. But what do they really get out of it? You don't get anything, so it's an attorney's fee generator, is what it looks like. Other than that, I don't have anything else, unless anyone has any questions for me.

**b. Development Manager**

**c. Engineer**

Mr. Krebs stated back a month I met with Mike Elgin and another engineering firm who was working with the County utilities; they're going to be doing some utilities expansion work by (Inaudible) and some other proposed location across from the CDD owned items. This is just kind of like a heads up of what they're planning. I think somewhere in the future,

if this moves forward, you're going to have a presentation by Lee County Utilities and their engineers before the Board to go over those proposals and where they're going to need access and where they're going to need (Inaudible).

A male speaker asked (Inaudible).

Mr. Krebs stated there's already existing a Lee County utility easement that goes almost straight across from the north access road through the golf course. But they're looking at possibly asking for a wider easement, because they want to put in, I believe (Inaudible). They were talking about an open cut versus a directional bore, and because the berm and the landscaping, they were kind of, "Well, you guys really don't know what you're getting into. We better go with a directional bore."

Mr. Refkin stated (Inaudible) because they screwed so badly last time.

Mr. Krebs stated and they're also looking at possibly running down the north access road, so they were just kind of heading us up that these are the locations, who are the parties involved, and I made the comment that you really need to come before the Board and give a presentation, because you're going to be going through CDD-owned lands.

Dr. Herring asked so this isn't going to be one of those things that's done, and then we're asked to approve it after it's done. They're going to wait for us to approve it.

Mr. Krebs stated no, they're in the planning right now. They're in the design and review of all the areas that they're going to be happening, so I would expect them before this even gets on the CIP list to have all of the easements secured, and they're going to work prior. With the exception of possibly the golf course, they already have that easement, but if they want a wider easement, and if they're going to possibly do an open cut, which I think (Inaudible), because if they're going through the golf course and tearing up all his infrastructure, they're going to have come and get approval from us.

Mr. Ballinger asked and the purpose of this?

Mr. Krebs stated just to improve the service to the University and the surrounding University (Inaudible).

Mr. Ballinger (Inaudible) cut back through the first fairway? Is that what they're proposing?

Mr. Krebs stated it is that area between the clubhouse and the driving range or that green area that almost goes straight across from one side to I-75 (Inaudible), it's in that area.

Mr. Hendershot stated it's closer to 9.

Mr. Krebs stated I don't think it affects any real tees, fairways or greens, but it's going to be an obstruction to car paths, (Inaudible) impacted by what they're proposing.

Mr. Hendershot asked can we get them to run a bigger water line at the same time?

Mr. Krebs stated I asked them that question if they were going to be doing any improvements to the water, and they said, no, they have a transition line, they want to (Inaudible), and they've got sufficient from the area. (Inaudible), so they need to upgrade the force main, and this is the way they decided that they're going to do it.

Mr. Hendershot asked they're going to upgrade.

Mr. Krebs stated the plan is to put in a parallel 18-inch force main within that easement or a slightly larger easement, and then they're going to run the 16-inch force main from the north access road all the way down to the main entrance of the University. But they believe that would be in the roadway for existing easements, and then they're going to run utilities north on Ben Hill but, again, they think they will be within existing roadway or easements, so they wouldn't have to impact CDD landscaping. They have to determine all that and then find out what infrastructure they're going to impact in case they park on the easement and get all of that worked out. That will all be done before they (Inaudible).

Mr. Hendershot asked can you get for Doug the CDD map that we did, you know the small one, for reference purposes?

Mr. Krebs asked just to show him the boundaries?

Mr. Hendershot stated showing the boundaries of our CDD in the community.

Mr. Krebs stated yes. If you'll e-mail me, and then I can respond.

Mr. Ward asked anything else, Charlie?

Mr. Krebs stated no, that's it.

Mr. Ward asked questions for Charlie?

**d. Manager**

**I. Discussion of Schedule for Balance of FY 2013**

Mr. Ward stated the only one item that I had for today, and I put in your agenda package, is to continue our discussion on the agenda items and what we have coming up, and then kind of take a few moments and do some of the long-range planning issues.

Mr. Hendershot stated the memo is very helpful on this.

Mr. Ward stated good. I'll just go through this by month, and then we'll do the long-range items. In February, we just have a couple of issues that we'll talk to you; one is your audited financial statements should be finished by then. I noticed that the Lake Masters contract we have has conflicting termination dates in it when I was looking at those contracts. I'm sure what we'll do at this point is just bring back to you and extension of that contract for another year or maybe a year and a half, whatever it is, and we can bid it at that point.

We'll get into the field asset management and irrigation system when we do the long-range planning in a few moments, but those are just two items that I'm going to carry on your agenda for whatever number of months it takes to get through them. I think the field assets will take not long, the irrigation system will take some time. Then in March, we'll continue those two items. I do have a personal request for your March date, since I have scheduled a trip out of the state on March 14<sup>th</sup>, if you all would not mind, if we could move that date back just one day to the 13<sup>th</sup>, that would be much help to me.

In May and June, we will start the proposed Fiscal Year (FY) 2014 Budget process. 2014 runs from October 1 of this coming year to September 30<sup>th</sup> of 2014. Our District year is a fiscal year basis, so we will start that process with you at that point. Then in September is when we'll do the public hearing. Then in July and August, we'll continue and finish the final review of the proposed budget, such that when we do the public hearing in September, we'll have all the assessment rates ready to go and in place for the residential community. Contemplating that we would like to try to finish your field operations management either in May or June, because that will affect the budget that we do for 2014.

In September we'll do the public hearing on your budget and the irrigation system acquisition issue. That will then be the end of our fiscal year, and I'll go ahead and then do a new schedule for you for FY 2014 at that point. The unscheduled legal matters are open items that staff knows we have on the table at the moment, but there is nothing ready to come in front of the Board yet for discussion. There is litigation between the developer and

PNC Bank on a parcel of property. Staff has been subpoenaed in the matter, and I think Alice Carlson, who is one of the staff members, has been deposed.

Mr. Hendershot asked developer's staff?

Mr. Ward stated I don't know if developer's staff has or not.

Mr. Urbancic stated a few of them have been deposed already, yes.

Mr. Ward stated I know I've been requested to give a deposition, but it hasn't been scheduled yet, and think Greg has been subpoenaed for a deposition also.

Mr. Urbancic stated yes.

Mr. Ward stated we'll keep you up to speed as we move through that process. The NPDES is mostly in Charlie's ball court, but there is an agreement that we'll transcend both engineering and legal, and that will be brought to you at some point, at least once we're comfortable with making sure that some of the parameters in it are reasonable for you to consider, and once Charlie feels comfortable with whatever discussions they have at that level.

Mr. Ballinger stated I have one question. The NPDES, what is it?

Mr. Ward stated National Pollution Discharge Elimination System. It's a federal requirement that in certain communities throughout the country, when you discharge waters into federal waters, that there have to be a certain cleanliness, for lack of a better term. So there is this laborious process here in Lee County, specifically, that we have to go through to ensure that we meet the requirements of federal law.

Mr. Hendershot asked (Inaudible 25:07) in that area?

Mr. Krebs stated no, I think the communication I had on it with Johnson, a responsive bid has been submitted. I haven't heard anything back from them on their ruling as far as the what with the County to see if we have to get any more additional information. But I think they're still (Inaudible 25:31) working through the system. This is supposed to be Phase II permit, but they haven't really determined what they're going to be doing in Phase II. It kind of crept upon them, so they're basically doing an extension of Phase I.

Mr. Ward stated those are the two matters. Then what we call an open item, which is the dedication of systems and properties from the developer. The developer is developing property. There are certain things that need to be eventually dedicated to the District, so that's always an open item on our project list until the developer finishes development. You

will see this for many years to come. Then on the very back page, we have a couple of major contracts that we have ongoing that eventually they either terminate or can be terminated. With Estate Landscaping, Miromar Development Corporation for the asset management, Lake Masters, our auditors, AJC & Associates, and Johnson Engineering.

Estate Landscaping, its contract termination date is June of 2014, so January or February we'll start the process to bid that project out again. I think we extended it for three years, but we'll either extend it or bid that project out, whatever you want to do at that point. For all of the public road right-of-way landscaping in the District, it's about a \$342,000 a year contract, so that's one of your biggest ones.

For Miromar Development, in the recent years, Miromar has taken over the responsibility of handling what we call the asset management for the District. As a part of your program for February, what I was going to propose to you is that we take a look at outlining what is being done under that contract, and then we'll try to get a couple of proposals from a couple of different firms that provide those kinds of services that are local to this area once we all agree on the scope. Then we'll go ahead and price that out for you, and then bring that back to you, so we can make decision in time to put that in your FY 2014 Budget.

I have had some discussion with the developer. They are certainly fine with doing that and on board with doing that. It will provide to you a little stronger control over the operation and maintenance, as we now have five full Board members that are now elected by residents within the District itself. That separation from the developer, it's been separated a little bit with Tim's leaving the Board itself at this point. We'll handle that that way.

Carl Riggs & Ingram are your auditors; their audit contract expires at the end of the completion of the FY 2012 audit. Once we finish this year and they do that audit, their contract terminates, so kind of the end of this year, we can't extend the auditing contracts; they have to be rebid, pursuant to law, so we'll go through a process of rebidding that and bring that back to you. I have a very strong feeling that number will come down dramatically from what is currently once we go through this rebidding.

AJC & Associates, Alice Carlson provides what we call the maintenance of your assessment rolls here in the District, and she prepares your assessment rolls, certifies them



to the County, does prepayments when people want them. A lot of different ongoing things. That contract is what we call an ongoing contract unless otherwise terminated, so that just stays in place, and her fee is determined pursuant to the budget process on a yearly basis.

Mr. Hendershot stated she was kind enough four years ago or so to come in and make a presentation to the Board about how the whole assessment operation works. I don't know if it's worthwhile having that again.

Mr. Hendershot stated she did an excellent job explaining.

Mr. Hendershot stated yes.

Mr. Ward asked do you want to do that in March?

Mr. Hendershot stated yes, we could do that or part of her contract down here, whatever we want her to do.

Mr. Ward stated well, her contract doesn't actually terminate, so we can just do at any one of the upcoming Board meetings, and I'll go ahead and schedule her either for February or March, depending upon the schedule. Then Johnson Engineering, the District has retained to do some of the coordination of the NPDES work; that's an on-going contract also unless otherwise terminated. I don't see any reason why we would actually change that at this point, especially since they're probably doing 99, if not 100 percent of all the NPDES work here in the County.

Mr. Krebs stated yes, they do all the CDDs, and they've been working on that process as well, and they work with the County on some of their solutions. They really are kind of in the know of everything as far as the NPDES goes.

Dr. Herring asked they're helpful to you?

Mr. Krebs stated yes. I mean I do work with them on other CDDs. Basically, they call us up, they tell us what they need as far as the inventory, how the system works, and we coordinate that with them..

Mr. Ward stated they seem to be very responsive. I've worked with them in years past, and they always seem to be a responsive firm for NPDES work. Then that's pretty much it as far as your major contracts that we have.

Dr. Herring asked did I miss something. Did you skip over Lake Masters? I know you mentioned the fact that it's an open-ended contract, but it might be helpful, especially with a new member, with Doug coming on, to explain what some of these groups actually provide.

Now that we have the carp in the lake, etc., etc., it would be nice to review exactly what they're doing for us for \$103,000 a year.

Mr. Ward stated we'll try to do that probably at an upcoming meeting, where I can kind of layout. Since I know this is a conflicting date contract, and it has to come up at your next meeting anyway, I think what I'll do is I'll put that on the agenda. I'm sure we'll do an extension at this point. But I'll outline their scope of services and the we'll try to get from Charlie and Matt all of the areas that are being maintained, so we have that as part of that discussion also.

Dr. Herring stated yes, I think it will be really helpful, especially with Doug coming on.

Mr. Hendershot stated we were paying separately for the spraying; that wasn't part of the regular contract was it?

Mr. Ward stated yes, it was. The only thing we paid separately for was this grass carp issue, the installation of the grass carp itself. I think they did it, but we paid separately for it, outside of the context of this \$103,000 contract. That was kind of a one-shot deal that we did with the Board's \$50 or \$75,000; it sticks in my head for that. This is the on-going lake spraying that they do. I think, David, since you mentioned that for Lake Masters, since the Estate is probably as big, obviously a much bigger contract, we'll go ahead and do that for that same contract.

Dr. Herring stated sure. That's much more visible; we can see the fruits of their labors. With the lake management, sometimes its invisible. I mean I'm going to bring that up when it comes to our Supervisor's comments. But I don't know that I see them out there, like I see Estate out there every day. I think it will be helpful and healthy to review it.

Mr. Ward stated okay, we can do that. It's a big contract; it's a little under \$9,000 a month, so it's a big contract, and we'll do the scope and the map. This is where the field asset manager really can get into that, because that's the firm or individual that you really look to handle the day-to-day operating responsibilities for those two big contracts.

Mr. Refkin stated he came in here, Lake Masters, and explained what he did that one time.

Mr. Hendershot stated that one time, yes.

Mr. Refkin stated and did a good job. But he couldn't explain the difference as to how much we're spending in chemicals, remember.

Mr. Hendershot stated right, that's why I thought we were paying extra for some of that spraying.

Mr. Ward stated I think he did that before I got here on the grass carp issue.

Mr. Refkin stated yes, it was right before you got here.

Mr. Hendershot stated that's when we were trying to determine what the most economical method was.

Dr. Herring stated I guess I was not as impressed with him as you were.

Mr. Refkin stated it's not that I was impressed with him, it's just that it was sort of interesting to see what he had to say.

Mr. Hendershot stated the alternatives.

Mr. Refkin stated it's so starkly obvious once it's presented.

Mr. Ward stated that's pretty much all I had for you on these issues. We'll go ahead and start to schedule these things for you: February, field asset manager is kind of at the top of my list of things that need to get done. I do want to spend a couple of minutes on this irrigation system issue.

Mr. Hendershot stated yes, that's what I was going to come back to. You used the word acquisition as opposed to donation.

Mr. Ward stated that's the word the statute uses, so that's why I did that. In February, what I'll do is I have a memo that I'm in the process of preparing for you that will outline what the statute says we have to do in the event that this system has to be either donated or acquired, whichever the case may be. It's a kind of a laborious provision.

Mr. Hendershot asked is this a NPDES?

Mr. Ward stated no, I'm talking about your irrigation system, acquisition, donation, whatever we want to call it. The statute is pretty clear on what has to be done. I suspect the statute, if I'm reading that statute, it looks like it's written from a very old statute here in Florida that was just incorporated into our enabling legislation. We'll outline that process for you in February, and then we'll have a discussion on where to go, and who needs to do what once we get into the process of taking a look at that. It's a long process that will take months and months to go through the process of that acquisition or donation, whatever the case may be.

That's pretty much all I had for you on your meeting outline for the balance of this year. It looks like you're pretty full up through the balance of this fiscal year and, as I said, what we'll go ahead and do is redo this schedule in October for you of next year when we get to FY 2013.

Mr. Refkin stated this is well done, Jim, by the way. This is very well done. This tells us what's in front of us, what we're going to discuss, and I think it's well done.

Mr. Ward stated thank you.

Mr. Urbancic asked is there any way that I can convince you guys, since we're going to move that meeting date, can we slide the time a little earlier; I have a conflict that day. I don't know.

Mr. Ward stated sure.

Mr. Refkin stated yes.

A male speaker asked is that the 13<sup>th</sup>?

Mr. Urbancic stated yes. I have to be somewhere at 2:30, so slightly a little earlier.

Mr. Ward asked do you want to try 12:00 or 1:00?

Mr. Krebs stated I have a conflict up until noon, but if it starts here at noon, I will be available.

Mr. Urbancic stated I don't want to mess up everybody's plan, so even if it's just an hour.

Mr. Ward asked do you want to try one o'clock?

Mr. Urbancic stated or 12:00.

Dr. Herring stated you name it.

Mr. Ward stated let's try 12:00.

Mr. Urbancic stated thank you, I appreciate it.

Mr. Ward stated that's all I actually had for you, unless you had some other questions on the your financial statements.

**I. Financial Statement for the Period ending November 30, 2012**

Mr. Hendershot asked do you talk to Byal on a regular basis?

Mr. Ward stated yes.

Mr. Hendershot stated to the extent that the developer has any issues or whatever, they would surface through you.

Mr. Ward stated right, it comes either from Tim or from Mike Elgin. I talk to them on a frequent basis. I think Charlie does too, especially when it comes to Mike Elgin and some of the field issues that come up. The discussions I have with Mike are more operations related on how to do something in a CDD versus how to cut grass or whatever that may be. Tim's discussions are a lot higher level, more financial related, more long-range planning, so that's how you kind of how you see the difference within the developer's organization.

Mr. Refkin stated Jim, I have a questions, in the latest Miromar sheet that was mailed to all the residents here, and they're developing the area next to Morano out there, the marina and bocce ball court and all that. To the extent that they're doing that, what's the CDD's involvement in that going out there? Will we have some involvement, will we have.

Mr. Ward asked is this in this CDD, do you know?

Mr. Urbancic stated I don't know if it is.

Mr. Refkin stated I don't know if we have any responsibilities or if something is going to come up there.

Mr. Ward stated I can tell you as soon as I figure out where it is.

Mr. Krebs stated this is Morano where he's talking about, and they're developing this area right here, it's residential, and I can't remember which parcel is the marina, but yes.

Mr. Ward asked one of them is in the CDD?

Mr. Krebs stated it's within the boundaries of the CDD; it's an allowed use in the DRI.

Mr. Ward stated so, generally speaking, if it's within the boundaries of the CDD, Districts generally don't have any responsibility or authority to get into any land use matters or zoning matters or things of that nature. Our responsibility lies simply with the provision of the public infrastructure that might be required for that community.

Mr. Hendershot asked does it pay into that existing bond already?

Mr. Krebs stated no, there are no more construction bonds.

Mr. Ward asked what's the name of it?

Mr. Krebs asked I mean for Miromar Lakes, the construction bonds are gone, right?

A male speaker stated yes, they retired them.

Mr. Ward stated I think, my guess, it's a different question. Let me finish this one first and then I'll get to you. To the extent that there needs to be any financings done for public infrastructure in that community, generally, the developer will come and ask us to

initiate that. If not, then that will fall under this donations and contributions line item that I have here in the agenda. If it's within the CDD, then they are subject to the existing bond issues, the debt service we have on the existing bond issues.

Mr. Hendershot stated the individual lots or whatever, at some point, will be assessed their pro ratta share.

Mr. Ward stated well they are now, they always get assessed now..

Mr. Hendershot stated it's just a move from the developer to the homeowner.

Mr. Ward stated so you'll see that out there, and if they want to do another financing on top of that for specific infrastructure for that community, that could be done through a CDD, but that would be up to their developer to come to us and ask us to do that.

Mr. Hendershot for them to do that, they would make a presentation as to what the infrastructure was going to be that would support the bond.

Mr. Ward stated exactly. From an operational perspective, I'll end up getting a phone call from Tim, this is what we want to do. They'll put the numbers together, and then we'll start that review with you, and we'll put the plan in place on how to assess that community for doing that level of infrastructure. I doubt this developer will want to do that, but that's the way it would work if they wanted it.

Mr. Krebs stated I guess, Jim, you can answer this. We just did this before on some of the lakes that were turned over. If Miromar decided to turn over the new lakes, they will come before the Board with an appraisal and no money was dished out, because all the bond money, they donated that last series of lakes.

Mr. Ward stated if the developer wanted to dedicate a piece of property to the District, generally all you will get is a warranty deed and a legal description, and the Board accepts the warranty deed for the purposes of taking ownership of that property. It comes to you free and clear of all of the encumbrances and taxes that go with it, and it's a pretty simple process. If there's an acquisition associated with it, that's a different story. As Charlie had indicated to you, we don't have any existing bond funds for that, but if there is some desire for the developer to do financings over that particular piece of property for public infrastructure, that's when the financing plan, they'll come to us with: here's what we want to do on a financing plan, and ask for the Board's concurrence to move forward with that process.

Mr. Hendershot stated so if the developer creates a new lake within the CDD, it doesn't come to us automatically with the deed. I mean it's just a perfunctory execution of the deed to confirm property rights we already have, as opposed to any consideration.

Mr. Ward stated right, payment by the District, yes, correct.

Mr. Hendershot stated and it appears an acquisition, that's something above and beyond the water itself or the lake.

Mr. Ward stated right, it could be the acquisition of the lake itself with the underlying fee title to the lake, whatever it may be. But that just comes as a whole financing plan, which might be roads or utilities or lighting.

Mr. Hendershot stated yes, that would be part of a new bond, possibly.

Dr. Herring stated so, I'm going to assume that discussions like that are the things that take place between you and Miromar.

Mr. Ward stated yes.

Dr. Herring asked what is your obligation to bring those discussions to us, so that we know that there's pending projects?

Mr. Ward stated what I would do now is, to the extent that I know something like that is going to appear before you at some point, I'm just going to add it to this memo, and tell you what it is, and it will probably just be as an unscheduled item. With anybody that's coming with an outside item, it might be important, it might not be important, it might end up this month, it might end up six months from now. I'll just schedule it, I'll just put it on here and then I'll know about it. If it's generally just a donation, I don't even know about it till a couple weeks. It's always an emergency. It's always like: oh, we've got to do this now, for whatever reason, so Greg and I, we get our feet wet real quick with that one.

But if they're going to do a financing, if they want to do a financing then, frankly, tend to know about it six months in advance. That's when we would start to tell you about it if we find out about it in the financing but, operationally, we don't find out about them until the last minutes ourselves.

Dr. Herring stated I mean I don't want to give the impression that I'm saying that Miromar has been duplicitous with us or that they've not been our friend; I think they are our friend. But just like what happened with the lighting over there at the FGCA they need to know that that's not going to happen again as well.

Mr. Ward stated I think they clearly know that at this point in time. I don't see any reason why they wouldn't. I think the purpose of trying to change the structure of the District and how we operate it with an asset manager and getting a little more involved, we'll be more privy to knowing that level of detail much sooner than we would normally do that. The FGCA thing, I'll tell you Greg and I didn't know about it until we got asked to stick it on the agenda. It's not to say anything against the developer, that's kind of typical with all developers, because they're so busy, and they just do their thing. But I think we're trying to get information a little more in advance of when that needs to occur, so we can schedule it properly and keep you better informed of it. That's the idea of going through this process.

Mr. Urbancic stated and I can say that I know that they read the minutes, so I can say I'm going to have a talk with the attorney, and he knows that when we have something that's going to come up, we need to have some lead time, so you guys have a chance to review it and digest it. I think that message has been received by them, they understand that.

Mr. Ward stated that's where we are with all of these issues. Any other questions for me?

**SEVENTH ORDER OF BUSINESS**

**Supervisor's Requests/Audience  
Comments**

Dr. Herring asked Supervisor's comment is that what we're up to?

Mr. Ward stated yes, if you're done with that, we're up to Supervisor's requests, yes, sir, Dr. Herring.

Dr. Herring stated well I was going to bring up the thing about the liaison between Miromar, and I think that's been answered. That's the most important thing. My question, it's a two-fold question, having been out on the lake recently, I haven't seen an appreciable improvement since the grass carp were out there. I mean there's still a ton of vegetation growing up. Is Mike keeping up with that?

Mr. Ward stated Mike, yes.

Dr. Herring asked is he ever planning on coming and talking to us about it?

Mr. Ward stated I think we can ask him to come to do that. My personal opinion is I think on a long-range basis, that's one of the issues that I think we need an asset manager to deal with. Grass Carp, I know you're kind of not in growing season at the moment, and those are tiny, little fish, so I suspect it's going to take a year plus before you see results,



just based upon what I've seen in the past from my other Districts. But I think that's something an asset manager will bring to the table when we can get to that point. But, at the moment, I know he keeps on it, because I do get operating questions about it on a regular basis.

Dr. Herring stated so it's my observation that nothing really substantial has taken place.

Mr. Ward stated right, your observation is correct.

Mr. Krebs stated if I remember, Mike said that for like the first six or eight months, you won't see any improvement, because the fish will be, basically, keeping up with what's growing, so it will almost look like (Inaudible).

Mr. Ward stated if you think about it, you have a six-inch fish eating their weight each day, so their ability to eat gets better as the fish get bigger, and they take eight to 12 months to grow to an adult size, so that's when you really start to see them getting ahead of the game versus just keeping up with the game.

Dr. Herring asked can we chemically spray with the fish in the lake?

Mr. Ward stated yes.

Dr. Herring stated since Lake Masters doesn't charge us extra for the chemical spray, can we not ask them to spray to help control (Inaudible) growth?

Mr. Ward stated we can ask them that. I have a feeling they will tell me that's not in their contract, which it isn't by the way, but we can try that. Maybe what would be a better idea, because I think we're all sitting at the table kind of shooting from the hip on this thing, maybe what we'll do is just reschedule that for next month, and I'll ask Mike to attend and talk to you about it personally at this point.

Dr. Herring stated just give us an update, because I was out there when they started putting the fish out, and they are small right now, but I was out in my boat the other day, and in the middle of the big lake, you still have to be really careful where you go.

Mr. Ward stated it doesn't surprise me with grass carp at this point.

Dr. Herring stated you have to really, not maybe quite (Inaudible 50:57), but still you have to watch. Have you been out recently?

Mr. Ballnger stated yes, it seemed to me it was a little better than the times I've been out before. I mean you get your prop caught up in that stuff, you're in a mess. Of course it

wraps around there, and then you've got a real problem getting it off; that's some tough stuff, really tough. I mean it's not like that other grass at all. What is that grass?

Mr. Ward stated Hydrilla.

Mr. Ward stated it's Hydrilla; it's called Hydrilla. I mean the chemicals that are on the market, they're very, very expensive and they have limited success.

Mr. Ballinger stated that's the way that we chose to go is the grass carp.

Mr. Ward stated it was the most cost effective and long term.

Mr. Ballinger stated they've got a lot of feed.

Mr. Ward asked any other Board member's request?

Dr. Herring stated again, I wanted to thank you for the memo. I think it's really helpful for us to be able to plan long term and see the light at the end of the tunnel.

Mr. Ward stated you're welcome.

Mr. Ballinger stated I've not seen this before, but I was very impressed with this.

Mr. Ward asked the agenda package?

Mr. Ballinger stated yes.

Mr. Ward stated thank you; that's the standard we put out. Any other Board members' questions, comments?

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward stated that's all I had for you, so a motion to adjourn if you have nothing else would be in order.

**On MOTION by Mr. Herring,,seconded by Mr. Refkin, with all in favor of adjourning at 3:00 p.m.**

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James P. Ward, Secretary

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Mike Hendershot, Chairman

## MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

### FIELD ASSET MANAGEMENT – SCOPE OF SERVICES

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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

- I. In the event that the service being purchased requires formal bidding (per the established Procurement Procedures), prepare the Bid Notification/Advertisement.

## **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

- 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.

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### **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.
- C. Coordinate, oversee and monitor the programs to include:

## **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

- 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.

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### **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.

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### **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

## MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

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.

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### 5. GIS and Mapping Scope of Services

- A. General Outline:

The scope of services under this section includes creating GIS data layers for use in reporting, mapping requests / exhibits, maintenance schedules and data visualization of specific trends, as directed. The goal is to develop high-quality digital GIS data and associated layers, integrate other County and local GIS data that may be available, and make the information available on a GIS web portal as an interactive online application.

The implementation process for this project will be completed in three phases. Phase 1 will include Primary layers required for use as the base mapping files. Phase 2 will include Secondary layers used for asset inventory. Phase 3 will compile all GIS data layers into an intuitive GIS web portal.

- B. PHASE 1 - Needs Assessment

- I. Conduct needs assessment to gather requirements and expectations by interviewing Miromar CDD stakeholders.
- II. Develop recommendations for a GIS including software, hardware, network requirements (including maintenance) with costs.
- III. Develop a strategy to guide recommendations, priorities, and actions for GIS development within the CDD that addresses.
  - 1. Possible GIS applications, including but not limited to an inventory of the maps and spatial data
  - 2. Existing resources and needs (hardware, software, data);
  - 3. Areas for process improvements, data sharing, common fields, and data security needs
  - 4. CDD's information technology structure to ensure GIS will work effectively with other software and hardware tools
- IV. Acquisition or conversion of existing County assessor maps for use as a seamless parcel base map

## MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

- V. Creation of datasets that are not readily available. EX: zoning, water systems, sewer systems, storm water/drainage systems, etc.
  - VI. Integration of recent digital aerials
  - VII. Integration of road centerlines, edge of roads, road ROW, and attributed data including ownership, street names, zoning, etc.
  - VIII. Location of wetland soils, surface water features and environmental characteristics
  - IX. Recommendation and possible integration of available Federal and State data and other mapping that would be determined to be beneficial to the Miromar CDD.
  - X. Development of an underlying database to provide descriptive information of each parcel and feature shown. EX: Tax Roll Data and Assessments
  - XI. Integration of key interest point
  - XII. Developing, hosting and maintaining GIS web portal
- C. PHASE II –Identification of Primary GIS Data Layers (such as)
- I. Parcel Base Map
  - II. Subdivision / Plat Boundaries
  - III. Streets / Roadways
  - IV. Common Areas
  - V. Open Space / Environmental Preservation Areas
  - VI. Golf Course & Other
- D. PHASE III – Identification of Secondary GIS Data Layers (such as)
- I. CDD Property Ownership
  - II. Easements
  - III. Buried Networks
  - IV. Utilities
    - 1. Water and Wastewater (if needed)
    - 2. Water Management System (lakes and wetlands separated)
    - 3. Signage and Lighting
    - 4. Irrigation
  - V. Roadways

# MEMO

**To: Miromar Lakes CDD – Board of Supervisors**  
**From: James P. Ward, District Manager**  
**Date: February 4, 2013**  
**Re: Irrigation System**

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The primary asset that is currently in the ownership and control of the Developer is the system that supplies the irrigation water to the community. As such, in order to better evaluate if the District is in the position to purchase, own and operate this system, I would recommend that we undertake the necessary studies/reports that would permit the Board to make a definitive decision.

In this context, there are a number of legal requirements that the CDD must follow for the acquisition of this system – which primarily relate to the District holding a public hearing on the acquisition. Generally speaking, the District must hold a public hearing on the purchase and the Board must make a determination that the purchase is in the public interest, and the District shall consider, at a minimum, the following:

- a. The most recent available income and expense statement for the utility.
- b. The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid of construction and the accumulated depreciation thereon.
- c. A statement of the existing rate base of the utility for regulatory purposes.
- d. The physical condition of the utility facilities being purchases.
- e. The reasonableness of the purchase and terms.



- f. The impacts of the purchase on customers, both positive and negative.
- g. Any additional investment required and the ability and willingness of the purchaser to make that investment.
- h. The alternatives to the purchase and the potential impact on utility customers if the purchase is not made.
- i. The ability of the purchaser to provide and maintain high quality and cost effective utility service.
- j. The District shall prepare a statement showing that the purchase is in the public interest, including a summary of the purchaser's experience and a showing of financial ability to provide the service.

In order to be prepared for such a procedure, substantive due diligence would need to be performed for the Board to conduct the hearing and make appropriate decisions. The due diligence would include, without limitation, analysis of the financial aspects of the acquisition, physical aspects of the acquisition and any legal considerations in relation to the operation of the system and the physical locations of facilities and associated property rights. As such, a number of qualified consultants would need to be retained to work with your manager and general counsel to evaluate the system and follow the requirements of the law.

Although very difficult at this point in time to estimate the cost of going through this process – I would suggest that we engage a firm to perform a simple business evaluation to get some idea of what the system is valued at, and see if both the Board and the Developer are willing to have more discussions on the purchase/sale of this system. In addition to this valuation, we will need to discuss with the District's Underwriter (FMS Bonds, Mr. Bill Reagan) the parameter's for the issuance of any financing's for the acquisition of this facility.

**SECTION 6  
DETAILED SPECIFICATIONS**

6.01 **SCOPE OF WORK** - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of water management areas as detailed below.

Each bidder shall submit one bid encompassing all proposal areas.

**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

**EXISTING FACILITIES**

Exhibit "B" is a map showing the locations to be maintained by this contract.

6.02. **DETAILED SPECIFICATIONS**

1. **General.**

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds, as depicted within Exhibits "A" and "B", the size and locations of which shall be independently verified by Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit "B" accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses, torpedograss, hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem and will be treated accordingly to District satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.
- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body, either on the surface or below it.
- The Contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.

- The Contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program and to perform routine inspection of lake aerators to insure continued operation. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System and perform repairs, as needed, by proposal only. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.
- Additionally, the operations shall include the removal of such exotic plants as malaleuca, brazzilian pepper, australian pines, downy rose myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time. (See Exhibit "A" attached)
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a minimum of every six months and/or as maybe required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.

**2. Pond Bank, Prairies and Littoral Zone Maintenance.**

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands and wetland prairies within the Exhibit "A". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed and which should be retained.

**3. Aeration Maintenance.**

The Contractor will perform inspection and cleaning maintenance in accordance with the terms and conditions of this agreement

- Semiannual (2) maintenance visits, as required (approximately once every 180 days). Additional cleanings will be billed at time and materials.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
  - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
  - Adjust air manifold and pressure relief valves to insure optimal performance.
  - Replace external air filters twice per year.
  - Replace internal air filters once per year.
  - Clean muffler assembly and filter.
  - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
  - Inspect and lubricate cooling fan.
  - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
  - Apply fire ant bait around cabinet, when necessary.

- Clean cabinet interior.
  - Lubricate cabinet hinges and barrel lock.
  - Test and reset GFI circuitry.
- Diffuser Services
    - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
  - Air Line Services
    - Inspect and repair, airline supply tubing and fittings.
  - Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

**3. Fixed Structures Inspection and Reporting.**

The Contractor shall review and report, annually, on the condition of the fixed structures within the storm water ponds, wetlands, prairies, conservation areas and flow ways. The fixed structures shall include control structures, culverts, and headwalls as identified on the exhibit map and may be updated from time to time. The annual inspection shall be completed in May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form. Forms shall be completed and submitted to the District no later than June 1<sup>st</sup> of each year.

**4. Miscellaneous Requirements.**

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the top of the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.
- Spraying of beaches and rocks shall be completed once per month. There is 11,520 feet of beach front and 15,320 feet of rocks. Areas have been identified on the exhibit map with a highlighter.

- **Lake #5 – Maintenance of this area will include maintaining the immediate perimeter along Miromar property only (bank and first 30 feet).**

**5. Reports.**

The Contractor shall fax to the District, after each treatment, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas.

**6. Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

**7. Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

**8. Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve the character, to augment their number or substitute new equipment, as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract and to the satisfaction of the District.

**9. Inspection.**

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings at a time and date to be mutually determined (at a frequency of not less than once a month). A ride through of the maintenance areas will be done at this time to check progress and correct problem areas.

**10. Acceptance of Finished Work.**

As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

11. **Contract Drawings and Specifications**

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

12. **Qualifications.**

The Contractor shall be insured, licensed and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.

**Miromar Lakes Community Development District**  
**Amendment #1**  
**Lake and Wetland Maintenance**  
**Lake Masters Aquatic Weed Control, Inc.**

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**THIS AMENDMENT**, made and entered into this \_\_\_\_ day of February, 2013 by and between:

Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“District”);

and

Lake Masters Aquatic Weed Control, Inc., a Florida corporation, hereinafter referred to as (“Contractor”);

**WITNESSETH:**

**WHEREAS**, the District and Contractor entered into an Agreement for Lake and Wetland Maintenance Services dated June 10, 2010 (the “Contract”); and

**WHEREAS**, the District and Contractor entered into Change Order #1 dated October 1, 2010 (the “Contract”); and

**WHEREAS**, the District previously selected the Contractor to provide the required services for two (2) years commencing on July 1, 2010; and

**WHEREAS**, the District and Contractor desire to amend Article II of the Contract to provide for the additional pricing for the period July 1, 2012 through June 30, 2014; and

**WHEREAS**, the District and Contractor desire to correct the inconsistent termination dates within the Contract and simultaneously extend the term of the Contract for an additional two (2) year period.

**NOW, THEREFORE, BASED UPON GOOD AND VALUABLE CONSIDERATION AND  
MUTUAL COVENANTS OF THE PARTIES HEREINAFTER RECITED, IT IS AGREED AS  
FOLLOWS;**

**Miromar Lakes Community Development District**  
**Amendment #1**  
**Lake and Wetland Maintenance**  
**Lake Masters Aquatic Weed Control, Inc.**

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1. The above recitals are true and correct and incorporated herein.
2. Article II of the Contract is hereby amended and to provide for the payment of services for the period July 1, 2012 through June 30, 2014.

The aggregate amount of \$103,168.00 for the third (3<sup>rd</sup>) - twelve (12) month period, commencing July 1, 2012.

The aggregate amount of \$103,168.00 for the fourth (4<sup>th</sup>) - twelve (12) month period, commencing July 1, 2013.

3. Any provision in the Contract referencing the termination date is hereby repealed and replaced by this amended and restated Article III of the Contract in its entirety as follows:

The contractor shall commence work on July 1, 2010 or as set forth in Section 3.36 of the General Conditions, as applicable, and the work shall be performed in accordance with these contract documents.

Termination – The contract shall terminate on June 30, 2013. The District reserves the right to cancel this Contract in accordance with section 3.32 if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Notice shall be in writing and delivered by U.S. Mail or by express delivery services as determined by the District Manager to the Contractor.

4. The Bid Schedule 2<sup>nd</sup> Year and the pricing in Changer order #1 in the Contract is hereby extended for the additional two (2) year term of the Contract.



**Miromar Lakes Community Development District  
Amendment #1  
Lake and Wetland Maintenance  
Lake Masters Aquatic Weed Control, Inc.**

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this AMENDMENT on the respective dates under each signature and the District authorizes the execution of this AMENDMENT on the date noted herein.

**Miromar Lakes Community Development  
District**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Michael Hendershot, Chairman

Attest:

**Lake Masters Aquatic Weed Control, Inc.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
William R. Kurth, Director of Operations

# MEMO

**To:** Board of Supervisor's  
**From:** James P. Ward, District Manager  
**Date:** February 14, 2013 (Board Meeting)  
**Re:** Fiscal Year 2013 – Meeting Outline

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In continuing our efforts to improve the overall operational efficiency of the District this memorandum, outlines the tentative meeting schedule for the balance of this Fiscal Year. Each meeting, staff will update this memorandum and we can continually review/discuss the upcoming meeting schedule.

**1. February 14, 2013 (Thursday at 2:00 P.M.)**

- a. Extension of Lake Masters Contract, and Scope of Services and Map of areas serviced by Lake Masters.
- b. Initial Review of Scope of Services of Field Asset Management (FY 2014).
- c. Initial Review of business and legal requirements off Irrigation System Acquisition.

**2. March 13, 2013 (Wednesday at 12:00 P.M.)**

- a. Audited Financial Statements.
- b. Final Review of Scope of Services of Field Asset Management (FY 2014).
- c. Continued Review of business and legal requirements of Irrigation System Acquisition.
- d. Presentation by AJC & Associates, LLC (Alice Carlson) of scope of services for assessment roll preparation.
- e. Request by WCI Communities to encroach into CDD easements in the Porto Romano neighborhood and which run between certain houses to permit a roof overhangs. There is no construction of the homes

under review and the request is currently in engineering/legal for review and will be scheduled for the March, 2013 meeting for Board consideration.

**3. April 10, 2013 (Thursday at 2:00 P.M.)**

- a. Review and presentation by vendors of proposals for Field Asset Management (FY 2014) – Possible selection of vendor.

**4. May 9, 2013 and June 13, 2013**

- a. Complete selection of Field Operations Asset Management. (May, 2013 - if needed).
- b. Presentation of Fiscal Year 2014 Proposed Budget. (June, 2013).
- c. Continued Discussion of Irrigation System Acquisition.

**5. July 11, 2013 & August, 2013**

- a. Continued and/or Final review of Fiscal year 2014 Proposed Budget.
- b. Continued Discussion of Irrigation System Acquisition.

**6. September 12, 2013**

- a. Public Hearing on the Adoption of the Fiscal Year 2014 Proposed Budget.
- b. Continued Discussion of Irrigation System Acquisition.

**Unscheduled Open Items:**

**1. Legal Matters:**

- a. Litigation between the Developer and PNC Bank – The CDD is not a party to this litigation, however staff members have been subpoenaed in this matter.
- b. NPDES Agreement with Lee County.
- c. Continuing Item – dedication of systems/properties from Developer to CDD.

**2. Field Operation Matters:**

- a. Review of any capital expenditures that are required for FY 2014 – such as replacement landscaping, etc.
- b. Review of Grass Carp Program

**Contract Termination Dates:**

<b>Company</b>	<b>Termination Date</b>	<b>Services Provided</b>	<b>Contract Amount</b>
Estate Landscaping	June 1, 2014	Landscaping Maintenance	\$342,189.80/year
Miromar Development	On-going (30 days notice by the CDD to terminate)	Field Asset Management	\$15,000/year
Lake Masters	Conflicting Dates	Lake/Wetland Maintenance	\$103,168.00/year
Carr, Riggs & Ingram	At the completion of the FY 2012 Audit	Auditing Services	\$9,500 (FY 2012 Audit)
AJC & Associates	On-Going (must be terminated before 04/01 each year)	Assessment Rolls	\$18,000/year
Johnson Engineering	On-Going (30 days notice by the CDD to terminate)	NPDES Coordination	Determined Yearly

There are a number of small vendors who are issued purchase orders yearly to provide maintenance services. These purchase orders are issued by the Field Asset Manager and subject to the Manager's approval.

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*Miromar Lakes Community Development District*

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*Financial Statements*

*December 31, 2012*



*Prepared by:*

*JPWARD AND ASSOCIATES LLC*

*513 NE 13TH AVENUE*

*FORT LAUDERDALE, FLORIDA 33301*

*E-MAIL: WARD9490@COMCAST.NET*

*PHONE: (954) 658-4900*

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*Miromar Lakes Community Development District*

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**Miromar Lakes Community Development District  
Balance Sheet  
for the Period Ending December 31, 2012**

	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			
<b>Assets</b>								
<b>Cash and Investments</b>								
General Fund - Invested Cash	\$ 692,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 692,713
<b>Debt Service Fund</b>								
Interest Account	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-
Reserve Account	-	-	2,046,096	484,190	-	-	-	2,530,285
Revenue	-	58	54,599	659,878	-	-	-	714,535
Prepayment Account	-	-	2,315	10,611	-	-	-	12,926
Deferred Cost Account	-	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	4,050	-	-	4,050
Escrow Deposit Fund	-	0	-	-	-	-	-	0
<b>Due from Other Funds</b>								
General Fund	-	109,592	-	-	-	-	-	109,592
Debt Service Fund(s)	42	-	-	-	-	-	-	42
<b>Market Valuation Adjustments</b>								
Accrued Interest Receivable	-	-	(0)	-	-	-	-	(0)
Assessments Receivable	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	3,367,338	-	3,367,338
Amount to be Provided by Debt Service Funds	-	-	-	-	-	36,133,365	-	36,133,365
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	40,376,020	40,376,020
<b>Total Assets</b>	<b>\$ 692,755</b>	<b>\$ 109,650</b>	<b>\$ 2,103,009</b>	<b>\$ 1,154,679</b>	<b>\$ 4,050</b>	<b>\$ 39,500,704</b>	<b>\$ 40,376,020</b>	<b>\$ 83,940,867</b>

**Miromar Lakes Community Development District  
Balance Sheet  
for the Period Ending December 31, 2012**

	Governmental Funds					Account Groups		Totals (Memorandum Only)	
	Debt Service Funds					Capital Project Fund	General Long Term Debt		General Fixed Assets
	General Fund	Series 2000	Series 2003	Series 2012					
<b>Liabilities</b>									
<b>Accounts Payable &amp; Payroll Liabilities</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Due to Other Funds</b>	28							28	
General Fund	-	-	-	-	-	-	-	-	
Debt Service Fund(s)	109,613	-	-	-	-	-	-	109,613	
<b>Bonds Payable</b>								-	
Current Portion	-	-	-	-	-	-	-	-	
Long Term	-	-	-	-	-	37,440,000	-	37,440,000	
<b>Notes Payable - Miromar Development Corp</b>	-	-	-	-	-	2,060,704	-	2,060,704	
<b>Total Liabilities</b>	<b>\$ 109,641</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,500,704</b>	<b>\$ -</b>	<b>\$ 39,610,345</b>	
<b>Fund Equity and Other Credits</b>									
<b>Investment in General Fixed Assets</b>	-	-				-	40,376,020	40,376,020	
<b>Fund Balance</b>									
<b>Restricted</b>									
Beginning: October 1, 2012 (Unaudited)	-	13,023,863	2,883,437	-	-	-	-	15,907,300	
Results from Current Operations	-	(12,914,212)	(780,428)	1,154,679	4,050	-	-	(12,535,912)	
<b>Unassigned</b>									
Beginning: October 1, 2012 (Unaudited)	490,260	-				-	-	490,260	
Results from Current Operations	92,854	-				-	-	92,854	
<b>Total Fund Equity and Other Credits</b>	<b>\$ 583,114</b>	<b>\$ 109,650</b>	<b>\$ 2,103,009</b>	<b>\$ 1,154,679</b>	<b>\$ 4,050</b>	<b>\$ -</b>	<b>\$ 40,376,020</b>	<b>\$ 44,330,522</b>	
<b>Total Liabilities, Fund Equity and Other Credits</b>	<b>\$ 692,755</b>	<b>\$ 109,650</b>	<b>\$ 2,103,009</b>	<b>\$ 1,154,679</b>	<b>\$ 4,050</b>	<b>\$ 39,500,704</b>	<b>\$ 40,376,020</b>	<b>\$ 83,940,867</b>	



**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2012**

Description	October	November	December	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>						
Carryforward	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest</b>						
Interest - General Checking	36	31	47	115	500	23%
<b>Special Assessment Revenue</b>						
Special Assessments - On-Roll	308	58,630	232,867	291,805	377,734	77%
Special Assessments - Off-Roll	-	89,288	-	89,288	357,153	25%
Note Payable - Miromar Lakes LLC	-	-	-	-		
Intragovernmental Transfer In	-	-	-	-		
<b>Total Revenue and Other Sources:</b>	<b>\$ 344</b>	<b>\$ 147,949</b>	<b>\$ 232,914</b>	<b>381,208</b>	<b>\$ 735,387</b>	<b>52%</b>
<b>Expenditures and Other Uses</b>						
<b>Legislative</b>						
Board of Supervisor's - Fees	600	-	600	1,200	8,000	15%
Board of Supervisor's - Taxes	46	-	46	92	612	15%
<b>Executive</b>						
Professional Management	3,333	3,333	3,333	10,000	40,000	25%
<b>Financial and Administrative</b>						
Audit Services	-	-	-	-	7,500	0%
Accounting Services	-	-	-	-	-	N/A
Assessment Roll Services	-	-	18,000	18,000	18,000	100%
Arbitrage Rebate Services	-	-	-	-	2,000	0%
<b>Other Contractual Services</b>						
Legal Advertising	-	-	-	-	1,200	0%
Trustee Services	-	-	2,500	2,500	10,000	25%
Property Appraiser/Tax Collector Fees	-	-	-	-	2,400	0%
Bank Services	43	29	86	159	500	32%
Travel and Per Diem	-	-	-	-	-	N/A
<b>Communications &amp; Freight Services</b>						
Postage, Freight & Messenger	-	-	26	26	500	5%
Insurance	5,500	-	-	5,500	5,500	100%
Printing & Binding	-	-	-	-	500	0%
Office Supplies	-	-	-	-	-	N/A
Subscription & Memberships	175	-	-	175	175	100%
<b>Legal Services</b>						
Legal - General Counsel	1,719	-	3,603	5,321	15,000	35%
Debt Service - Miromar Lakes LLC Note	-	-	-	-	-	N/A
<b>Other General Government Services</b>						
Engineering Services - General Fund	-	630	-	630	12,500	5%
NPDES	-	-	-	-	5,000	0%
Other Current Charges	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>11,416</b>	<b>3,992</b>	<b>28,194</b>	<b>43,603</b>	<b>129,387</b>	<b>34%</b>

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2012**

Description	October	November	December	Year to Date	Total Annual Budget	% of Budget
<b>Stormwater Management Services</b>						
Professional Management						
Asset Management	313	313	313	938	3,750	25%
Mitigation Monitoring	-	-	-	-	-	N/A
Utility Services						
Electric - Aeration Systems	-	49	85	135	1,500	9%
Lake System						
Aquatic Weed Control	5,464	5,464	5,464	16,392	124,000	13%
Lake Bank Maintenance	-	-	-	-	2,500	0%
Water Quality Testing	-	-	-	-	2,000	0%
Water Control Structures	-	-	-	-	-	N/A
Grass Carp Installation	-	-	-	-	-	
Wetland System						
Routine Maintenance	3,133	3,133	-	6,267	-	N/A
Other Current Charges	-	-	53,841	53,841	2,500	2154%
Operating Supplies	-	-	-	-	-	N/A
Capital Outlay						
Aerator's	-	-	-	-	-	#DIV/0!
<b>Sub-Total:</b>	<b>8,910</b>	<b>8,959</b>	<b>59,703</b>	<b>77,572</b>	<b>136,250</b>	<b>57%</b>
<b>Landscaping Services</b>						
Professional Management						
Asset Management	938	938	938	2,813	11,250	25%
Utility Services						
Electric	-	-	-	-	-	N/A
Irrigation Water	-	-	-	-	7,500	0%
Repairs & Maintenance						
Public Area Landscaping	-	-	116,951	116,951	300,000	39%
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	6,195	60,000	10%
<b>Sub-Total:</b>	<b>938</b>	<b>41,956</b>	<b>124,286</b>	<b>167,179</b>	<b>469,750</b>	<b>36%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 21,263</b>	<b>\$ 54,908</b>	<b>\$ 212,183</b>	<b>288,354</b>	<b>\$ 735,387</b>	<b>39%</b>
Net Increase/ (Decrease) in Fund Balance	(20,920)	93,042	20,731	92,854	-	
Fund Balance - Beginning	490,260	469,341	562,382	490,260	348,426	
<b>Fund Balance - Ending</b>	<b>\$ 469,341</b>	<b>\$ 562,382</b>	<b>\$ 583,114</b>	<b>583,114</b>	<b>\$ 348,426</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2000 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2012**

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

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2003 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2012**

Description	October	November	December	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>						
<b>Carryforward</b>	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>						
Interest Account	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	N/A
Reserve Account	-	42,693	2	42,694.88	35,800	119%
Prepayment Account	-	0	0	0.36	-	N/A
Revenue Account	-	73	1	73.78	-	N/A
<b>Special Assessment Revenue</b>						
Special Assessments - On-Roll	42	7,925	31,477	39,444	50,717	78%
Special Assessments - Off-Roll	-	-	-	-	2,098,764	0%
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 42</b>	<b>\$ 50,691</b>	<b>\$ 31,480</b>	<b>\$ 82,213</b>	<b>\$ 2,185,281</b>	<b>4%</b>
<b>Expenditures and Other Uses</b>						
<b>Debt Service</b>						
<b>Principal Debt Service - Mandatory</b>						
Series 2003 Bonds	\$ -	\$ -	\$ -	-	\$ 460,000	0%
<b>Principal Debt Service - Early Redemptions</b>						
Series 2003 Bonds	-	-	-	-	-	N/A
<b>Interest Expense</b>						
Series 2003 Bonds	-	862,641	-	862,640.63	1,725,281	50%
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 862,641</b>	<b>\$ -</b>	<b>\$ 862,640.63</b>	<b>\$ 2,185,281</b>	<b>39%</b>
Net Increase/ (Decrease) in Fund Balance	42	(811,949)	31,480	(780,428)	-	
Fund Balance - Beginning	2,883,437	2,883,479	2,071,529	2,883,437.22	2,883,529	
<b>Fund Balance - Ending</b>	<b>\$ 2,883,479</b>	<b>\$ 2,071,529</b>	<b>\$ 2,103,009</b>	<b>2,103,009.30</b>	<b>\$ 2,883,529</b>	

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

Description	October	November	December	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>						
Carryforward	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>						
Interest Account	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	N/A
Reserve Account	-	9,917	0	9,917	7,100	140%
Prepayment Account	-	0	0	0	-	N/A
Revenue Account	-	1	0	1	2,000	0%
<b>Special Assessment Revenue</b>						
Special Assessments - On-Roll	706	130,587	518,665	649,959	836,042	78%
Special Assessments - Off-Roll	-	-	-	-	167,052	0%
Special Assessments - Prepayments	-	-	-	-	-	-
<b>Debt Proceeds</b>						
Series 2012 Refinance	-	-	-	-	-	N/A
<b>Operating Transfers In (From Other Funds)</b>						
	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 706</b>	<b>\$ 140,505</b>	<b>\$ 518,666</b>	<b>659,877</b>	<b>\$ 1,012,194</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>						
<b>Debt Service</b>						
<b>Principal Debt Service - Mandatory</b>						
Series 2012 Bonds	-	-	-	-	\$ 365,000	0%
<b>Principal Debt Service - Early Redemptions</b>						
Series 2012 Bonds	-	-	-	-	-	N/A
<b>Interest Expense</b>						
Series 2012 Bonds	-	76,491	-	76,491	396,688	19%
<b>Operating Transfers Out (To Other Funds)</b>						
	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 76,491</b>	<b>\$ -</b>	<b>76,491</b>	<b>\$ 761,688</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	706	64,014	518,666	583,386	250,506	
Fund Balance - Beginning	571,293	571,999	636,013	571,293	477,729	
<b>Fund Balance - Ending</b>	<b>\$ 571,999</b>	<b>\$ 636,013</b>	<b>\$ 1,154,679</b>	<b>1,154,679</b>	<b>\$ 728,235</b>	

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

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

Prepared by:

**JPWard and Associates, LLC**