
Miromar Lakes Community Development District

Regular Meeting Agenda

August 8, 2019



Visit our Web Site at: www.miromarlakescdd.org

Prepared by:

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PHONE: (954) 658-4900

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

July 31, 2019

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, August 8, 2019, at 2:00 P.M.** at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Minutes:
 - I. July 11, 2019 – Regular Meeting
3. Consideration of Resolution 2019-8 authorizing an encroachment agreement relating to Lot 2, Block “E-E” Miromar Lakes, Unit XII – Peninsula, Phase Two.
4. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Asset manager
 - I. June, 2019 Report
 - d) Manager
 - I. Financial Statements for the period ending June 30, 2019 (Unaudited)
5. Supervisor’s Requests and Audience Comments
6. Adjournment

The second order of business is the consideration of the minutes of the July 11, 2019 regular meetings.

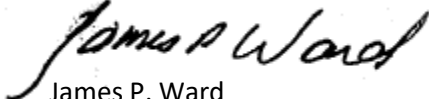
The third order of business is consideration of Resolution 2019-8 authorizing an encroachment agreement relating to Lot 2, Block "E-E" Miromar Lakes Unit XII – Peninsula, Phase Two.

The REVISED plans for the lot, removing the wall feature, from the easement have been enclosed, and the remaining encroachment are the steps leading to the dock, which are acceptable to staff for approval.

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

RESOLUTION NO. 2019-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN ENCROACHMENT AGREEMENT RELATING TO LOT 2, BLOCK "E-E", MIROMAR LAKES UNIT XII – PENINSULA, PHASE TWO; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH ENCROACHMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miromar Lakes Community Development District (the "**District**") is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes by the Board of County Commissioners of Lee County, Florida through the adoption of Ordinance No. 00-17 on September 12, 2000, as amended by that certain Ordinance No. 10-22 adopted on April 27, 2010 by the Board of County Commissioners of Lee County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, reclaimed water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting and other public improvements; and

WHEREAS, the District owns, operates and maintains the master stormwater management system within the District for the benefit of property owners and residents within the District; and

WHEREAS, the District, in connection with the operation of such master stormwater management system, is the owner of certain property rights including drainage easements and lake maintenance easements; and

WHEREAS, the owner of the real property located at 11810 Via Novelli Ct., Miromar Lakes, Florida 33913 (the "**Property**"), which real property is legally described as: Lot 2, Block "E-E", Miromar Lakes Unit XII – Peninsula, Phase Two, according to the plat thereof as recorded as Instrument Number 2006000463425 of the Public Records of Lee County, Florida, has requested the ability to construct and maintain steps, a wall and dock access walkway in a portion of a platted lake maintenance easement owned by the District; and .

WHEREAS, the District will consent to the encroachment on the Property subject to terms and conditions set forth in an Encroachment Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. FINDINGS. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. APPROVAL AND AUTHORIZATION OF ACTION. The District hereby approves and authorizes the execution of that certain Encroachment Agreement substantially in the form attached hereto and marked as **Exhibit "A"** (the "**Encroachment Agreement**"), which Encroachment Agreement is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the consent to the encroachment as shall be approved by the Chairman or the Vice Chairman (in the Chairman's absence) executing the same in consultation with the District Manager and District Counsel, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Encroachment Agreement attached hereto.

SECTION 3. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District is hereby authorized to execute the Encroachment Agreement (as approved pursuant to Section 2)

and all other documentation necessary or required in order for the District to carry out the intent of this Resolution, as determined to be necessary or required by the Chairman or the Vice Chairman (in the Chairman's absence). The Vice Chairman, Secretary, and any Assistant Secretary of the District are hereby authorized to countersign the Encroachment Agreement (as approved pursuant to Section 2) signed by the Chairman or Vice Chairman (in the Chairman's absence), if necessary or required.

SECTION 4. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Miromar Lakes Community Development District this 8th day of August, 2019.

Attest:

**MIROMAR LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

David Herring, Chairman

Exhibit "A"
Encroachment Agreement

This instrument was prepared without an opinion of title and after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

Strap No: 13-46-25-02-000EE.0020

ENCROACHMENT AGREEMENT

(Lot 2, Block E-E, Miromar Lakes Unit XII – Peninsula, Phase Two)

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2019, by and between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT** (“**District**”) and **RICHARD K. HOOD** (“**Owner**”).

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 11810 Via Novelli Ct., Miromar Lakes, Florida 33913, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 2, Block “E-E”, Miromar Lakes Unit XII – Peninsula, Phase Two, according to the plat thereof as recorded as Instrument Number 2006000463425 of the Public Records of Lee County, Florida.

B. Pursuant to the terms of the plat of Miromar Lakes Unit XII – Peninsula, Phase Two, a subdivision according to the plat thereof, as recorded as Instrument Number 2006000463425 of the Public Records of Lee County, Florida (the “**Plat**”), the north side of the Owner’s Property is subject to and encumbered by a 20’ lake maintenance easement (the “**Lake Maintenance Easement**”). District is the owner and holder of rights in the Lake Maintenance Easement.

C. Owner intends to construct and maintenance steps, a wall and dock access walkway (collectively, the “**Walkway Improvements**”) that will partially encroach into the Lake Maintenance Easement (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Walkway Improvements encroaching into the Lake Maintenance Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Walkway Improvements within the Lake Maintenance Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Walkway Improvements in the Lake Maintenance Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Lake Maintenance Easement is by consent of District and not by any claim of some other right.

3. **Additional Costs.** In the event that at any time subsequent to this Agreement the Encroachment encumbers or inconveniences District's use of the Lake Maintenance Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Lake Maintenance Easement), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Lake Maintenance Easement. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

4. **Indemnification.** In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "Indemnities"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnities arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

5. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Lake Maintenance Easement, including, without limitation, Lee County and/or Miromar Lakes Master Association, Inc.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.

7. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Lee County, Florida.

8. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

9. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

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

12. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

13. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Lee County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

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

The parties have executed this Agreement as of the date first written above.

DISTRICT:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District, on behalf of said community development district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
 (Type or Print)
My Commission Expires:

OWNER:

Richard K. Hood

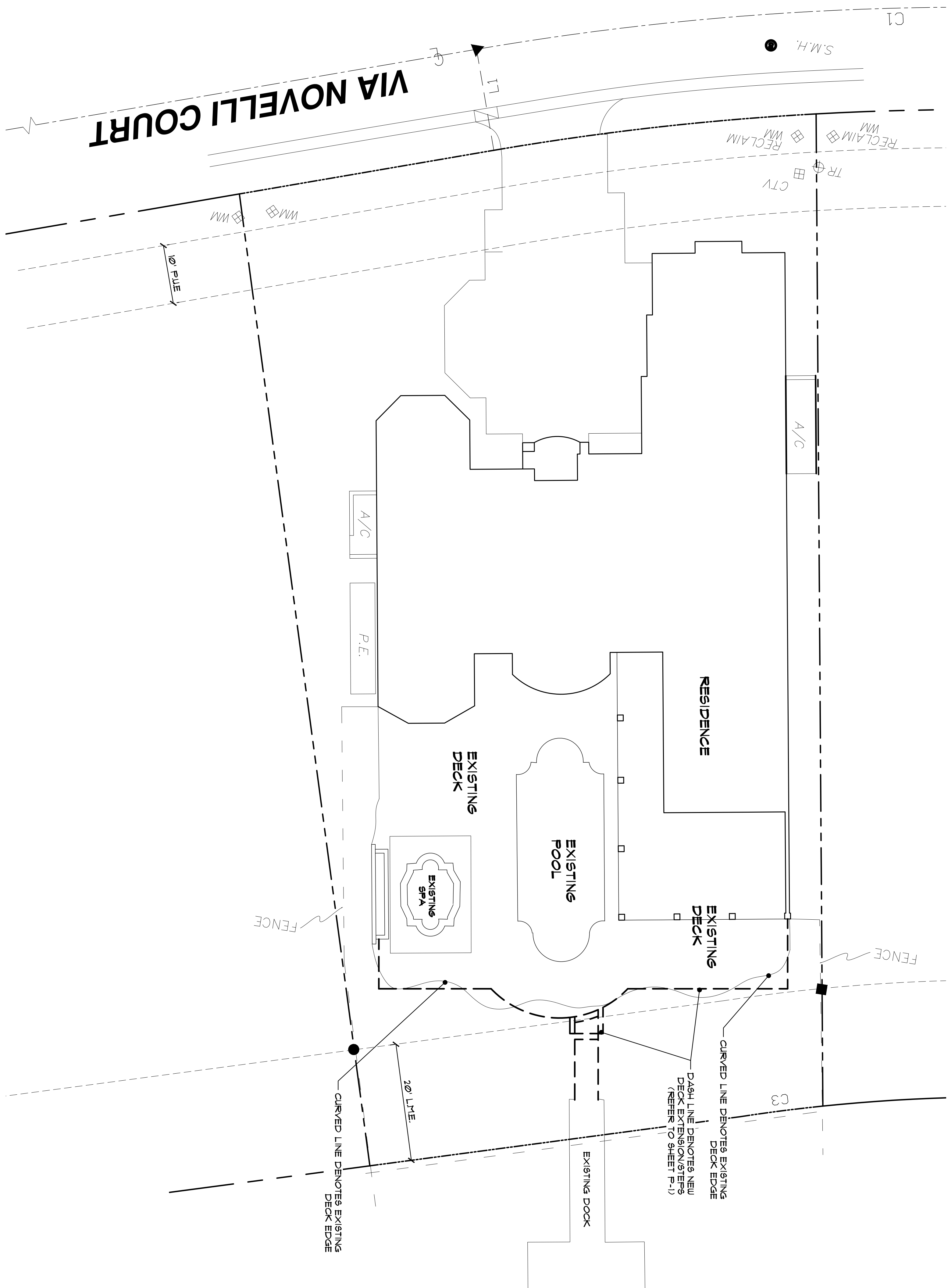
STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this _____ of _____, 2015, by Richard K. Hood, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

EXHIBIT "A"
Site Plan



SITE PLAN	
SHEET NUMBER: S-1	Date: 01-30-2018 Rev Date: 04-26-2018 (Site plan added) Rev Date: 07-02-2018 (L. Blockwell-planting) Rev Date: Rev Date:

SCALE: 1" = 10.0'

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JOB #: 046-18

PALMGREN RESIDENCE
 11810 VIA NOVELLI COURT, MIROMAR LAKES, FL
 PREPARED FOR: MR. & MRS. RICHARD HOOD

Scott Windham, ASLA
 Landscape Architect, RA 0001516
 p.o. box 1239
 bonita springs, florida 34133
 phone: 239.390.1936
 fax: 239.390.1937
 scott@windhamstudio.com

WINDHAM
 studio inc.

PALMGREN RESIDENCE

LANDSCAPE ARCHITECTURAL PLANS

MIROMAR LAKES, FLORIDA

PREPARED BY:



po box 1239
bonita springs, florida 34133
phone: 239.390.1936
fax: 239.390.1937
scott@windhamstudio.com

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LT-1	LIGHTING PLAN AND CUT SHEETS

Scott Windham, ASLA
Landscape Architect, RIA 0001516

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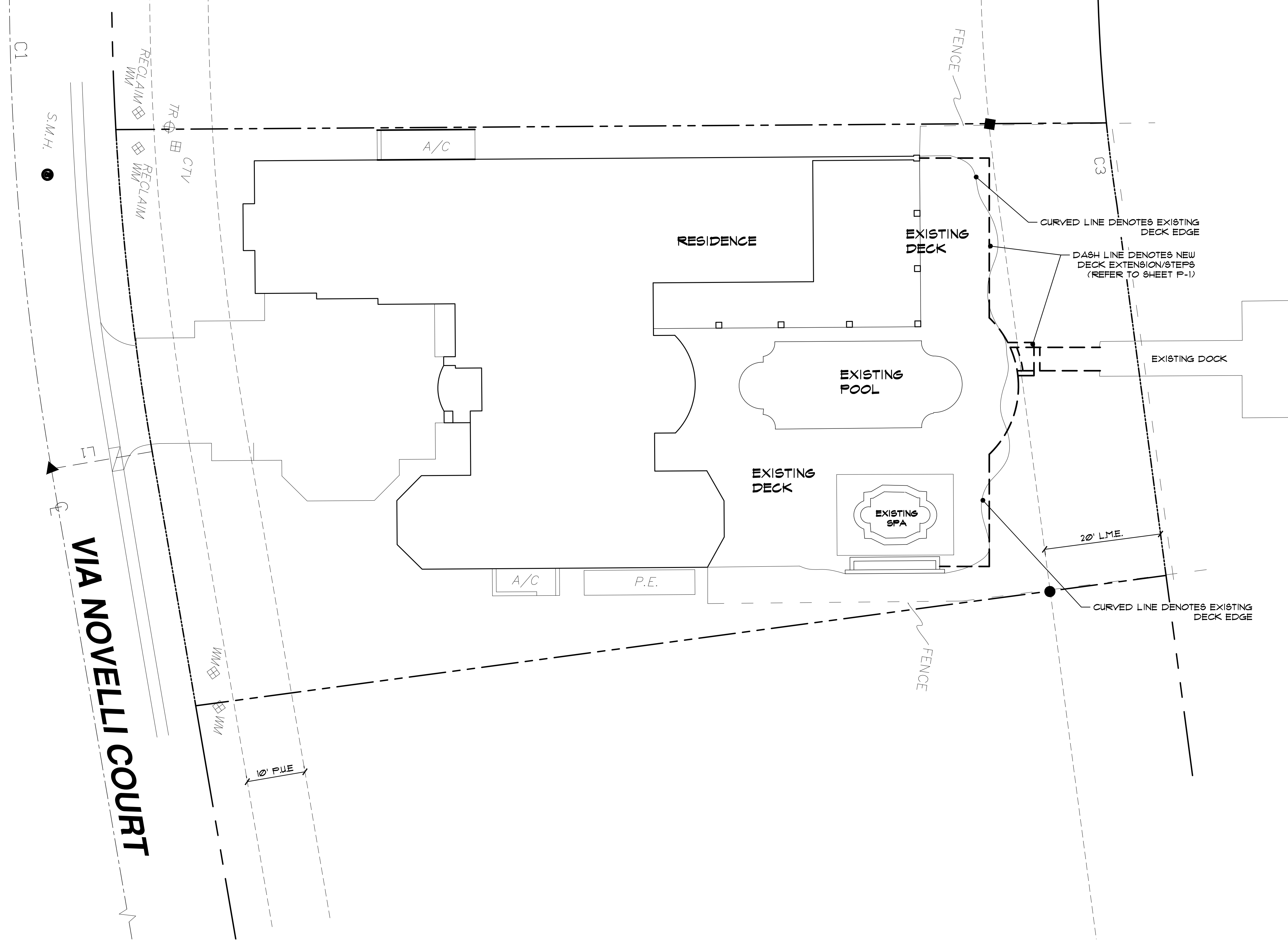
JOB #: 046-18

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TITLE SHEET

SHEET NUMBER:
T-1

Date: 01-30-2018
Rev. Date: 01-30-2018 (Site Plan added)
Rev. Date: 01-30-2018 (Landscape Planting)
Rev. Date:
Rev. Date:



Scott Windham, ASLA
Landscape Architect, RLA 0001516



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bonita springs, florida 34133
phone: 239.390.1936
fax: 239.390.1937
scott@windhamstudio.com

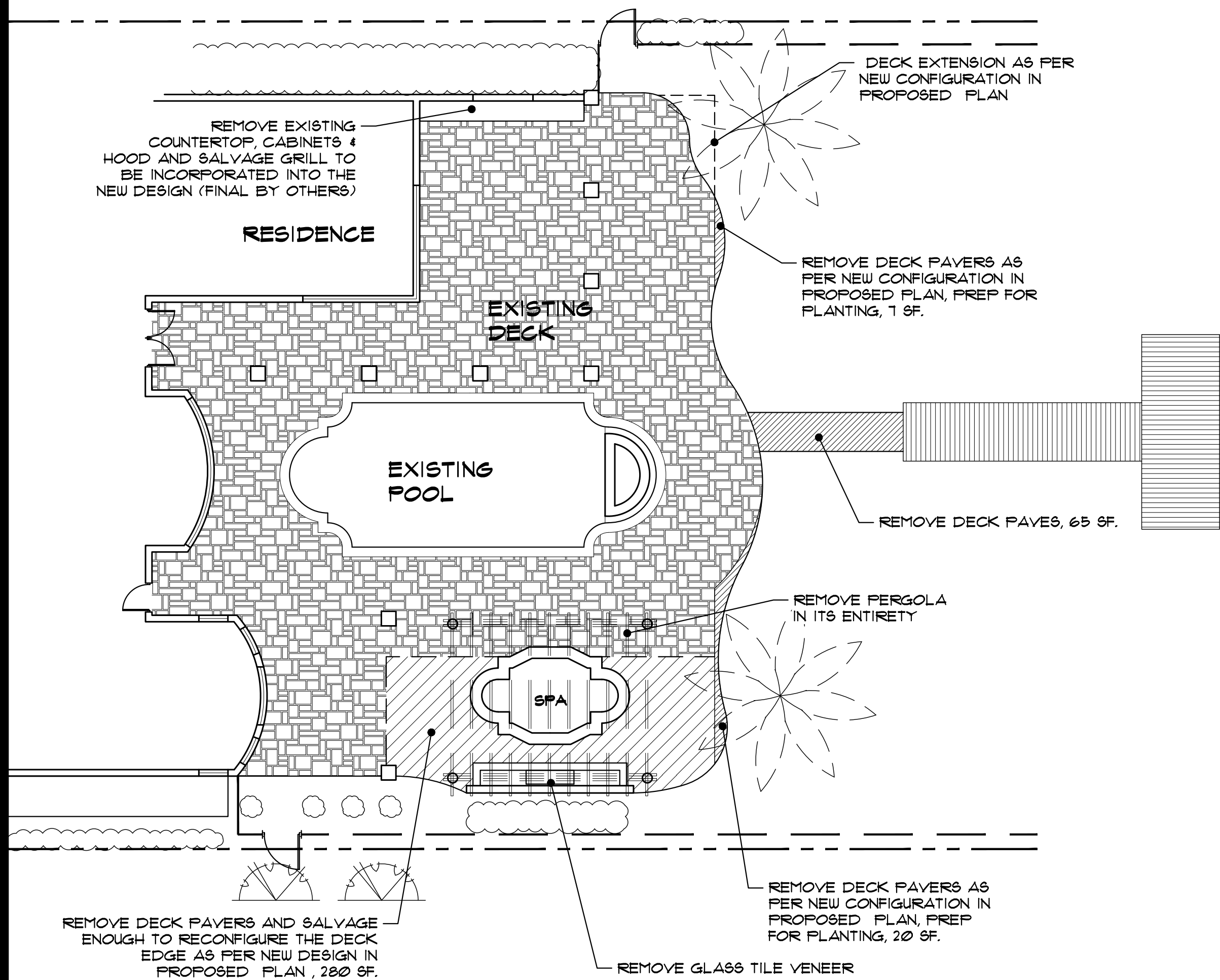
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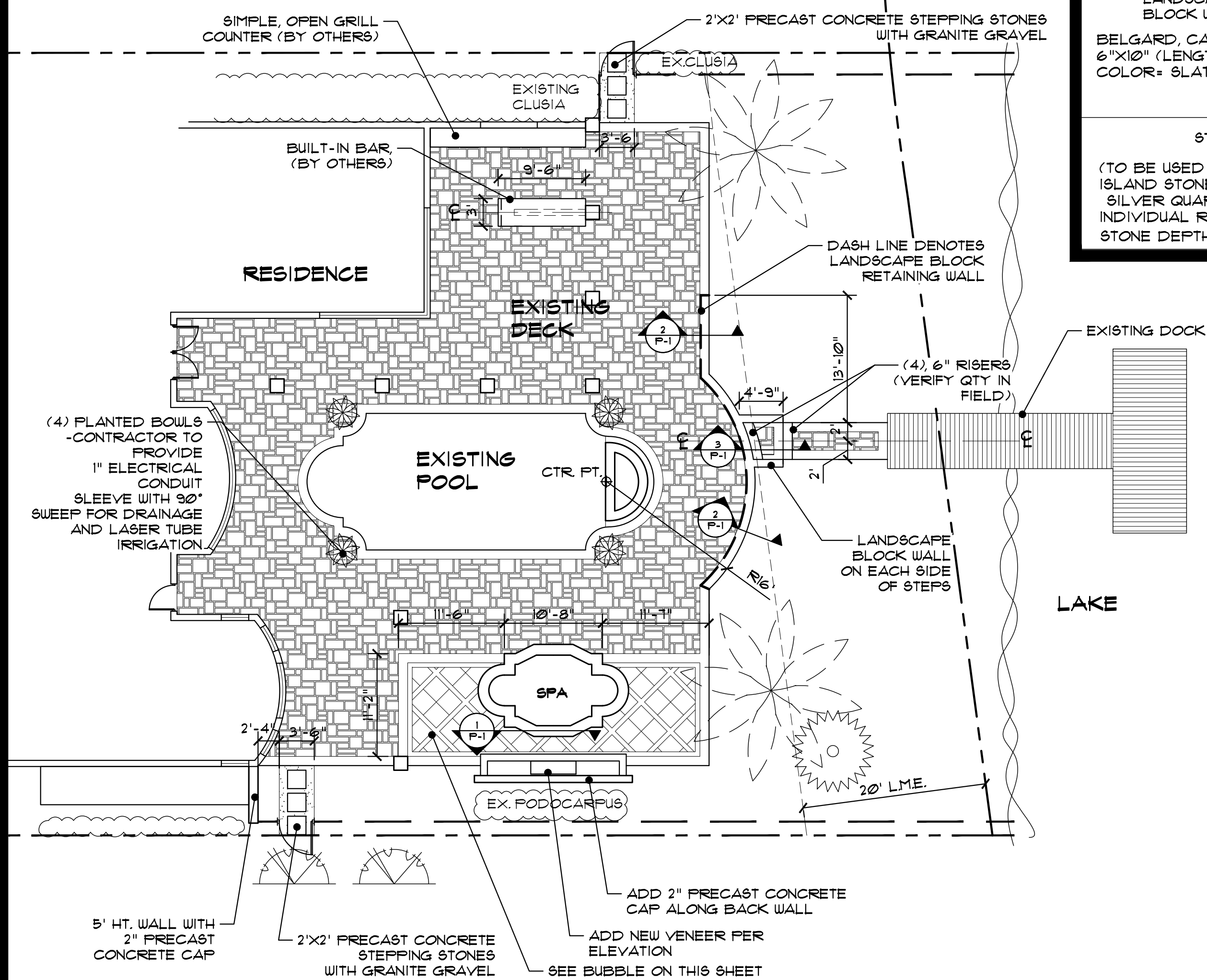
SCALE: 1" = 100'

SITE PLAN	Date: 01-30-2018
	Rev. Date: 04-26-2018 (Site Plan added)
SHEET NUMBER: S-1	Rev. Date: 07-27-2018 (Landscape Planing)
	Rev. Date:



DEMOLITION PLAN

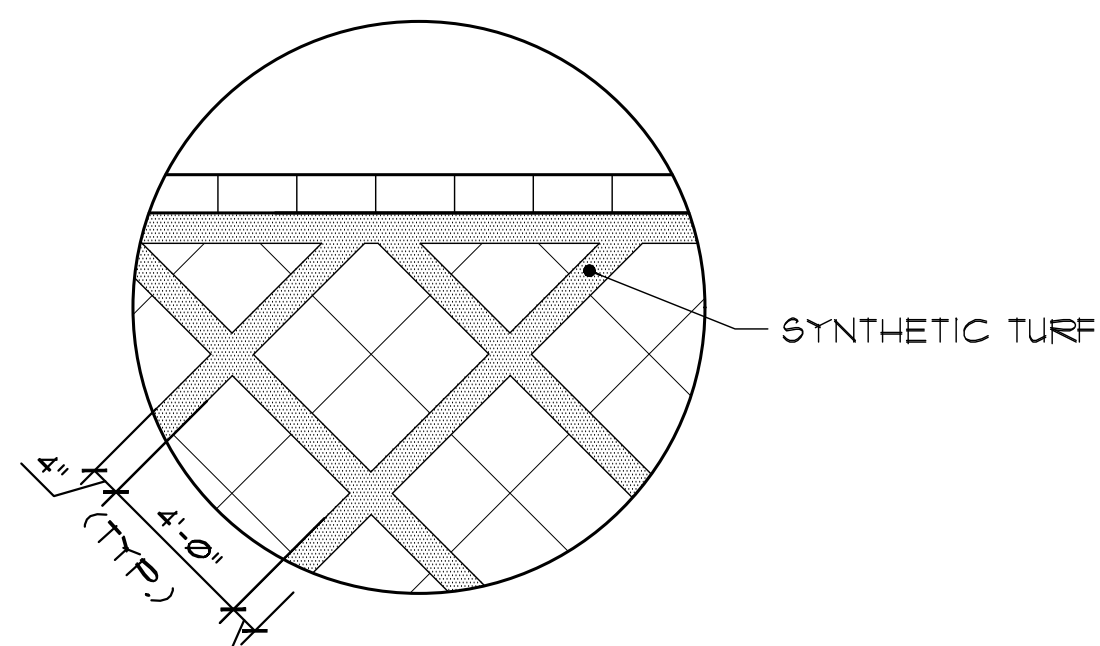
SCALE: 1" = 100'



PROPOSED POOL DECK LAYOUT PLAN

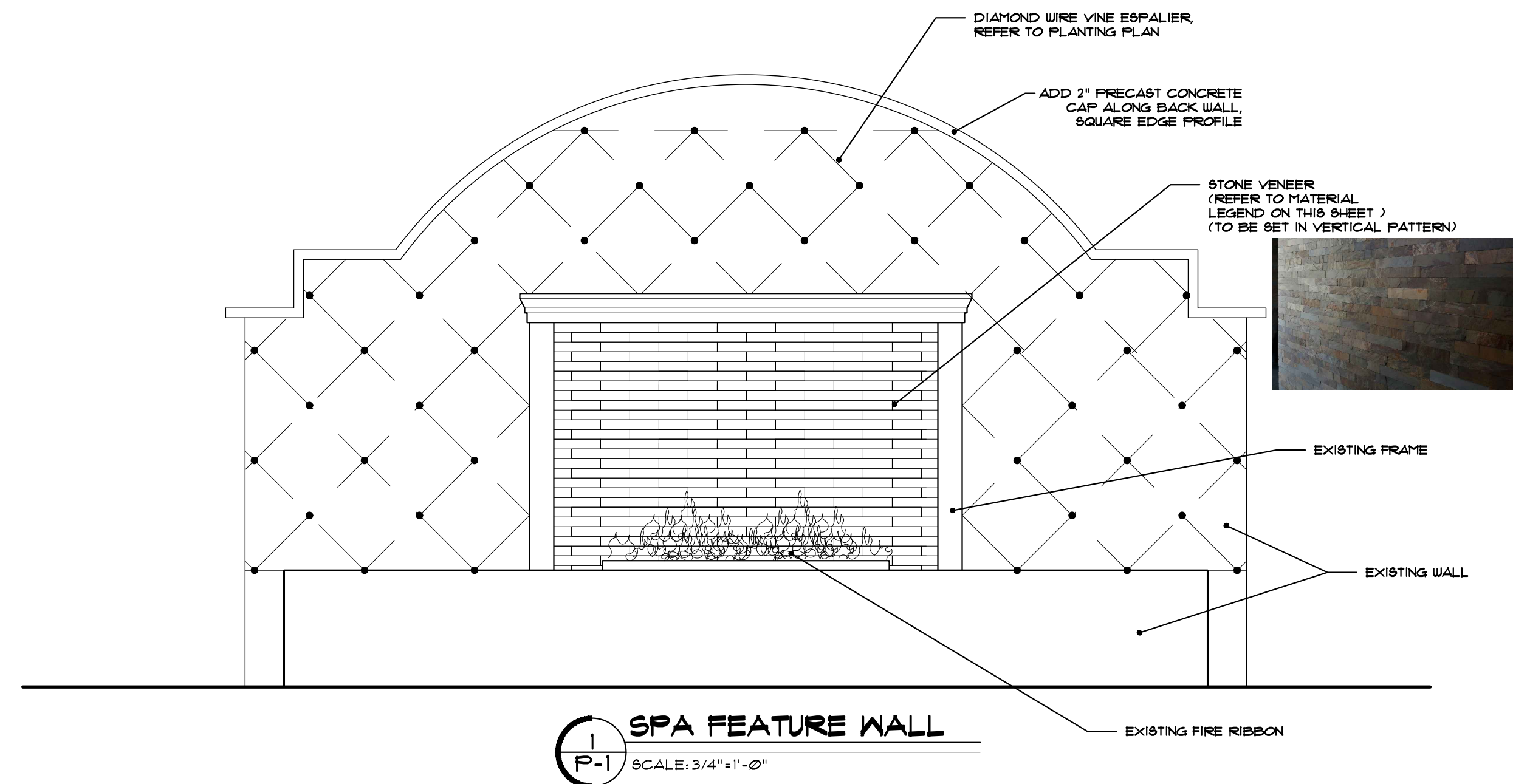
SCALE: 1" = 100'

COLOR/SPECIFICATION	SUPPLIER
<p>LANDSCAPE BLOCK WALL/STEPS</p> <p>BELGARD, CASTLEMANOR BLOCK 6"x10" (LENGTHS: 6 1/4", 12 1/10", 16 1/14") COLOR: SLATE</p>	<p>Oldcastle-Chris Moore 239-633-2596 christopher.moore@oldcastle.com</p>
<p>STONE VENEER</p> <p>(TO BE USED ON SPA FEATURE WALL)</p> <p>ISLAND STONE, STRIP</p> <p>SILVER QUARTZITIC SLATE (STRIP-C91 Q9)</p> <p>INDIVIDUAL RECTANGULAR TILE</p> <p>STONE DEPTH: 3/8" STONE SIZE: 2"x11 3/4"</p>	<p>Ceramic Matrix Gina Gilberto 239-596-7997</p>



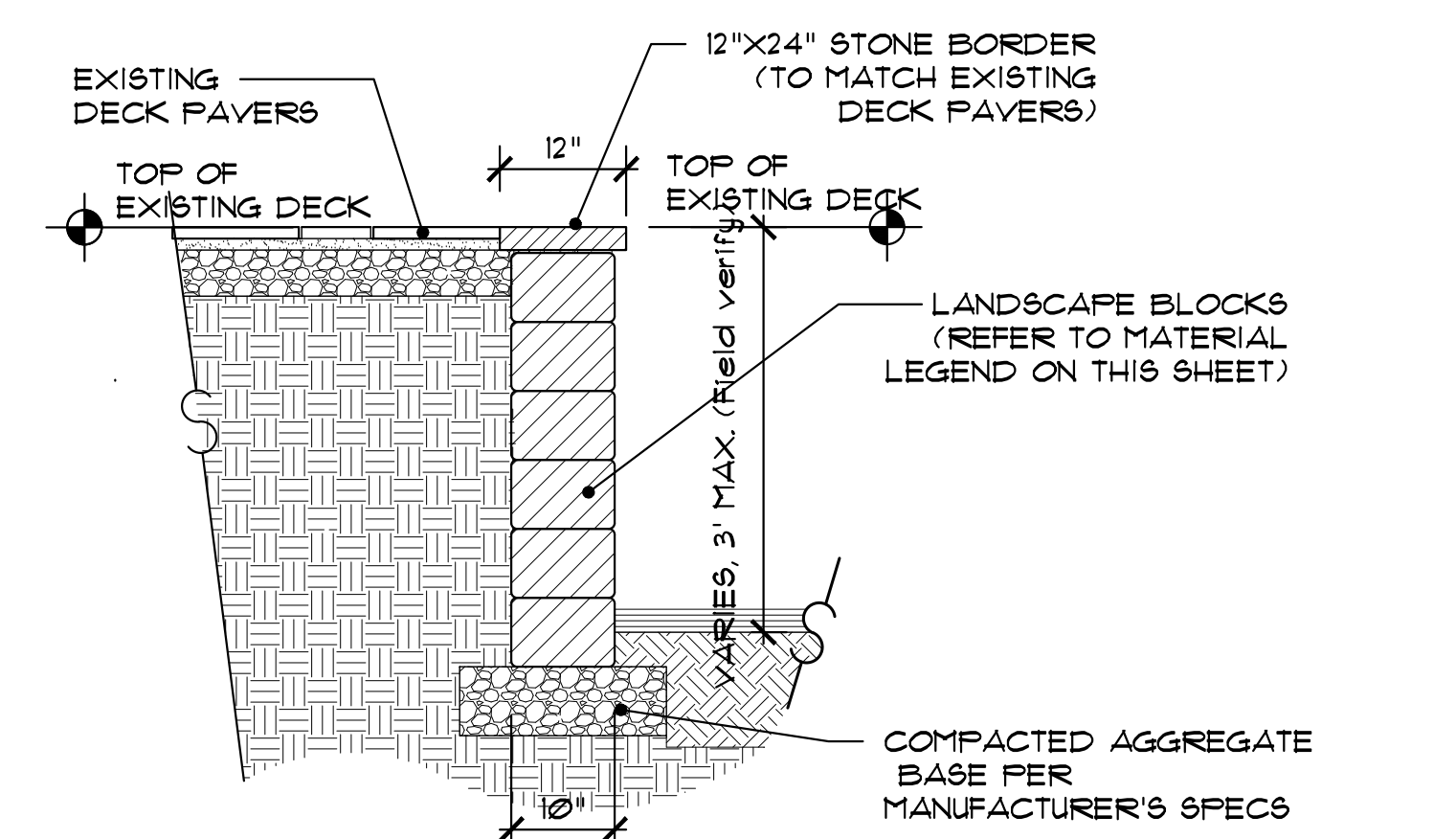
- SPA DETAIL 48"x48" PADS AREA TO BE COMPOSED OF 4, 24"x24" STONE PAVERS WITHIN A GRID OF 4" SYNTHETIC TURF. STONE PAVERS TO MATCH EXISTING DECK PAVERS.

- BORDERS TO BE 12"x24" STONE PAVERS SET IN A SINGLE SAILOR COURSE PATTERN (MITER ALL CORNERS, TYP.). BORDERS TO MATCH EXISTING DECK MATERIAL.



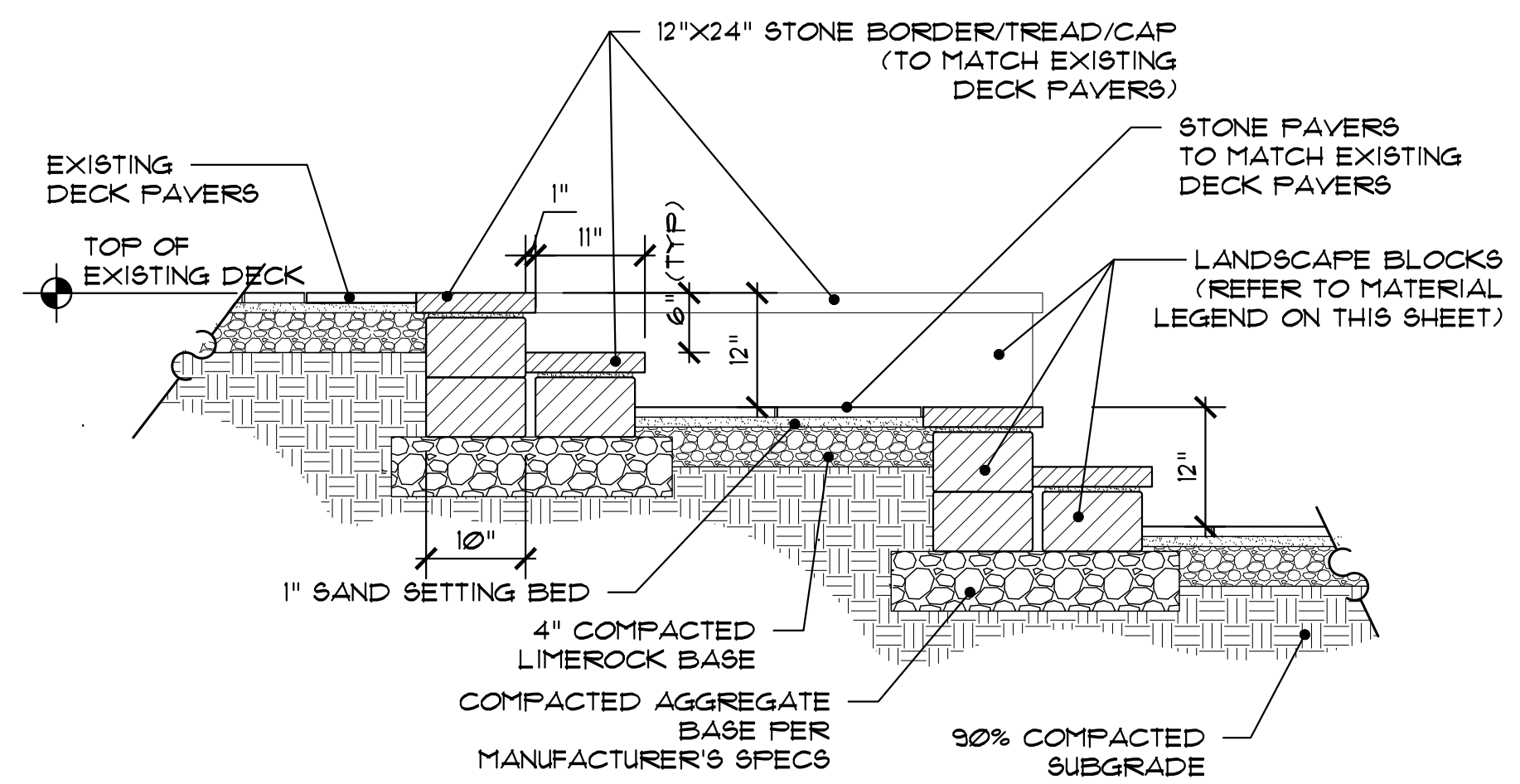
1 SPA FEATURE WALL

SCALE: 3/4" = 1'-0"



2 LANDSCAPE BLOCK RETAINING WALL

SCALE: 3/4" = 1'-0"



3 STEPS SECTION

SCALE: 3/4" = 1'-0"

Scott Windham, ASLA
Landscape Architect, FLA 0001516

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PREPARED FOR: MR. & MRS. RICHARD HOOD

JOB #: 046-18

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SCALE: 1" = 100'

POOL DECK DEMO & LAYOUT PLAN MATERIALS & DETAILS.

SHEET NUMBER: **P-1**

Date: 06-30-2019
Rev. Date: 04-26-2018 (Site Plan added)
Rev. Date: 07-27-2018 (Landscape/Planting)

LANDSCAPE SPECIFICATIONS

PART I - GENERAL

- 00 GENERAL NOTES
A. PLANT SPECS: All plant material must be Florida No. 1 or better as given in GRADES AND STANDARDS FOR NURSERY PLANTS Parts I and II, latest edition published by the Florida Department of Agriculture and Consumer Services.
B. MULCH: Apply mulch around newly planted trees and shrubs. This practice will reduce the soil temperature fluctuations, prevent crusting of the soil, prevent water runoff and help to conserve soil moisture.
C. FOLIAGE: Keep organic mulches from piling up against the base of tree trunks and shrubs.
D. PRUNING: Woody shrubs, trees and vines shall be pruned to shape when they are most dormant, which occurs from November through March.
E. RESEARCH: It is the Contractor's responsibility to research plants and appropriate agencies to determine the present location of utilities and obstructions before commencing work.
F. AGENCY REQUIREMENTS: All work in right-of-way easements, etc. shall conform to the standards and specifications of the local governing agency with jurisdiction. Contractor is responsible for determining the agency requirements.
G. VISIBILITY: Coordinate the installation of trees and plants so as to not obscure the site visibility triangle at intersections and the visibility of directional signs or lights.
H. UTILITIES: The landscape contractor shall verify all utility locations (existing and proposed), including paving elevations, water and electrical supply, etc.
I. PALM TRANSPLANTING: When relocating existing palms contractor to hard-dig root balls, treat roots with approved root stimulate, and heads of palms with fungicide and appropriate insecticide as listed.
J. DEAD PALM/TREE REMOVAL: Contractor shall cut and stump ground rotated dead plant material.
K. RELATED DOCUMENTS:
A. GENERAL: The specifications are an important part of the Contract and are the basis for which the Contractor's work shall be judged.
B. DRAWINGS: Drawings are a part of this contract. Any discrepancies between plans and contract documents shall be reported immediately to the Owner.
C. GENERAL PROVISIONS: General Provisions of the Contract, including General and Special Conditions, apply to the work of this section.

02 RELATED DOCUMENTS

- A. GENERAL: The specifications are an important part of the Contract and are the basis for which the Contractor's work shall be judged.
B. DRAWINGS: Drawings are a part of this contract. Any discrepancies between plans and contract documents shall be reported immediately to the Owner.
C. GENERAL PROVISIONS: General Provisions of the Contract, including General and Special Conditions, apply to the work of this section.

03 GENERAL WORK

- A. GENERAL: Under this Contract, the work consists of furnishing all labor, material, equipment, transportation, etc., to complete all landscaping work as shown on the Drawings, as included in the Plant List, and as herein specified.
B. BITÉ INSPECTION: The Contractor shall personally examine the project site and fully acquaint himself with all of the existing conditions in order that no misunderstanding may afterwards arise as to the nature and extent of the work to be done.
C. SUPERINTENDENT: The Landscape Contractor shall provide a competent English-Speaking Superintendent on the work site at all times.
D. CONTRACTOR'S RESPONSIBILITY:
1. The Contractor shall be entirely responsible for the work until final acceptance by the Owner.
2. The Landscape Contractor is responsible for protecting all materials and work against injury from any cause and shall provide and maintain all necessary guards for the protection of the public.
E. QUALITY ASSURANCE
A. CODES & STANDARDS: The Contractor is responsible for being knowledgeable with all applicable codes, ordinances and laws, and planting the landscape in complete accordance with such guidelines in mind.
B. CONTRACTOR CREWS: The CONTRACTOR shall have his labor crew controlled and directed by an experienced foreman well versed in standard planting procedures, reading blueprints and coordination with others performing services in the job areas in order to execute installation rapidly and correctly.
F. SUPERINTENDENT: The Landscape Contractor shall provide a competent English-Speaking Superintendent on the work site at all times.

04 PROTECTION CONDITIONS

- A. PROTECTION OF EXISTING STRUCTURES: Protect all existing buildings, walks, walls, paving, piping, utilities (and other items of construction) and plantings (trees, shrubs, ground covers, etc.) existing or already completed or established from damage by the Contractor.
B. PROTECTION OF EXISTING PLANT MATERIALS: The Contractor is accountable for all unauthorized cutting or damage to existing trees, shrubs, and ground covers caused by operation of equipment, stockpiling of materials, careless labor, etc.
C. NO WASTE MATERIAL SHALL BE BURIED WITH IN THE PROJECT LIMITS.
D. CONTAINER PLANTS: Do not remove container grown stock from containers until planting time.
E. STORAGE: The Contractor shall store and protect the materials to be used in his portion of the project work until final acceptance of the project by the Owner.
F. SUBSTITUTIONS: Any substitutions made for reasons of unavailability of materials or other reasons must be approved by the Owner.
G. MATERIALS: All material and manufacturer warranties and guarantees shall be given to the Owner at the final acceptance of the project and be for a minimum of twelve months from final acceptance.

05 DELIVERY, STORAGE AND HANDLING

- A. PROTECTION OF ROOTS: Protect roots or balls of plants at all times from sun and drying winds, excess water and freezing and mishandling by personnel as needed until planting.
B. PROTECTION OF ROOT BALLS: Balled and burlapped plants (BIB) shall be dug with firm, natural balls of soil of sufficient size to encompass the fibrous and feeding roots of the plants.
C. PROTECTION OF PALMS: Only a minimum of fronds shall be removed from the crown of palm trees to facilitate moving and handling.
D. PACKAGED MATERIALS: Deliver packaged materials in containers showing weight, analysis and name of manufacturer.
E. SOIL: Time delivery so that sod will be placed within 24 hours after stripping.
F. TREES AND SHRUBS: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by the owner.
G. PLANT DELIVERY: Once preparations for planting has been completed, deliver trees and shrubs and plant immediately.
H. CONTAINER PLANTS: Do not remove container grown stock from containers until planting time.
I. STORAGE: The Contractor shall store and protect the materials to be used in his portion of the project work until final acceptance of the project by the Owner.
J. SUBSTITUTIONS: Any substitutions made for reasons of unavailability of materials or other reasons must be approved by the Owner.
K. MATERIALS: All material and manufacturer warranties and guarantees shall be given to the Owner at the final acceptance of the project and be for a minimum of twelve months from final acceptance.

IRRIGATION PERFORMANCE SPECIFICATIONS

- 1. Irrigation contractor shall provide a lump sum bid price for a fully automatic, 100% overlap coverage underground irrigation system.
2. The irrigation plans shall be drawn to the same scale as the landscape plans and shall clearly indicate locations of valves, piping, manholes, sprinkler heads, back flow prevention device, controller, wire, rain shut-off device and valves.
3. The Owner shall provide an 1/2" irrigation water meter for the site.
4. Controller shall be selected per number of zones required.
5. Mainline piping shall be sch. 40 1-1/4" pipes.
6. Irrigation contractor shall reference the landscape plans and specifications to determine where irrigation heads will be installed.
7. Irrigation contractor shall determine locations of all underground utilities and improvements prior to start of work on-site.
8. Irrigation contractor shall obtain any and all permits required by governing agencies.
9. Where manholes or lateral lines are covered by paving, a schedule 40 PVC sleeve shall be installed.
10. "Purple" cleaner and PVC glue shall be used on PVC connections after cutouts have been wiped clean of burrs.
11. Wire shall be UF-620 volt direct burial 14 gauge wire installed directly in the pipe trench, bundled and taped every ten feet along the mainline with expansion loops.
12. Before sprinkler heads are set, the irrigation contractor shall open control valves and flush the lines thoroughly with a full head of water to be sure there is no foreign matter in the lines.
13. The irrigation contractor shall keep one record set of drawings of the irrigation system in good condition at the site and mark on them the exact "record."
14. Irrigation contractor shall warranty irrigation system for 1 year against failure beginning on the date of final acceptance.

PART II - MATERIALS

201 LANDSCAPE DEVELOPMENT MATERIALS

- 1. WATERING SOIL/TOP SOIL: It is expected that all planting soil and top soil be fertile, friable, without mixture of subsoil materials, and obtained from a well-aerated, arable site.
2. FERTILIZER: Fertilizer shall be complete with micro-nutrients, uniform in composition, dry and free flowing.
3. MULCH:
A. Pine Straw, Mulch or Cypress mulch commercially obtained, free of noxious weeds, sticks, roots and other debris.
B. WATER: All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of plants and shall not contain harmful natural or man-made elements detrimental to plants.

202 PLANT MATERIALS (TREES, PALMS, SHRUBS, GROUND COVERS, VINES, AND SODS)

- A. PLANT GRADING & STANDARDS: Plant species and size shall match those indicated on the drawings.
B. SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops.
C. PALMS: Clear trunk (CT) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature or green portion of the trunk.
D. SOIL: Sod shall be measured on the basis of square footage.
E. SHADE TREES: Height shall be measured from ground to the average height of canopy.
F. SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops.
G. PALMS: Clear trunk (CT) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature or green portion of the trunk.
H. SOIL: Sod shall be measured on the basis of square footage.

203 PLANT MEASUREMENTS

- A. SHADE TREES: Height shall be measured from ground to the average height of canopy.
B. SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops.
C. PALMS: Clear trunk (CT) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature or green portion of the trunk.
D. SOIL: Sod shall be measured on the basis of square footage.

204 INSPECTION/PROVISIONAL ACCEPTANCE

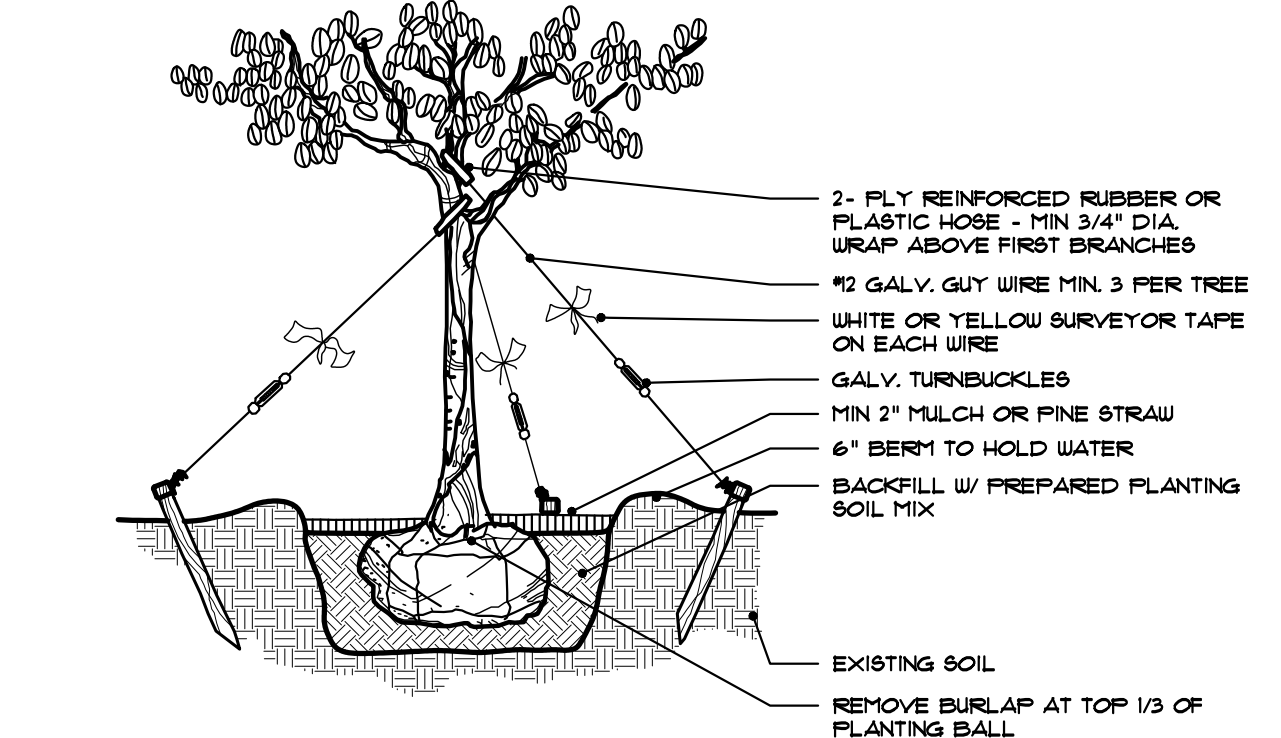
- A. PLANT INSPECTION AND APPROVAL: Plants shall be subject to inspection and approval at the place of growth or upon delivery to the site.
B. SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops.
C. PALMS: Clear trunk (CT) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature or green portion of the trunk.
D. SOIL: Sod shall be measured on the basis of square footage.

205 CONTAINER GROWN STOCK

- A. CONTAINER GROWN PLANT MATERIAL: It is the Contractor's responsibility to ensure that all container grown materials shall be healthy, vigorous, well-rooted plants and established in the container so that the root system shall be in the container so that the root system shall be in the container so that the root system shall be in the container.

206 PLANTS LIST

- A. GENERAL: Quantities necessary to complete the work on the Drawings shall be furnished by the Contractor.
B. TREES AND SHRUBS: Provide freshly dug trees and shrubs.
C. PLANT DELIVERY: Deliver trees and shrubs after preparations for planting has been completed.



LARGE TREE TYPICAL PLANTING DETAIL SCALE: NTS

PART III - EXECUTION

301 SOIL & GRADING

- A. GENERAL: Under this Contract, fine grading shall consist of final finish grading of lawn and planting areas.
B. OBSTRUCTIONS BELOW GRADE: The Owner shall select alternate planting locations for a site if underground construction, utilities or obstructions are encountered.
C. PLANT MATERIAL LAYOUT: Location of plants and layout of all beds are indicated on the plans.
D. PLANTING SOIL/TOPSOIL MIXTURES: (For Special Conditions to be Determined by the Owner in the Field)
Test soil over the entire site after placement and backfill operations for proper pH and drainage. Amend soil as necessary for plant material requirements per soil test results.
Tress 3 3/4" cal. and greater: 1 cubic yard each
Tress 1" - 3" cal/3/8 gal.: 1/2 cubic yard each
10 Gallon container size: 1/4 cubic yard each
3 Gallon container size: 3/8 plants per cubic yard
1 Gallon container size: 6/8 plants per cubic yard
Rooted cuttings/4" pots: 6" depth of small bed mix

- 1. ROUGH GRADE: Soil should be clean fill dirt, free from weeds, rock, stone, lime rock, muck, clay, or any other contamination.
2. ALL PROJECT PLANTING AREAS SHALL RECEIVE A FULL 18" TOPSOIL DEPTH FROM ROUGH GRADE TO PROPOSED FINISH GRADE.
3. FOR EXTERIOR PLANTERS: 50% decomposed organic matter (mulch) 50% sand pH: 5.5 - 7.0
4. FOR ANNUALS: 25% decomposed organic matter (mulch) 25% sand 25% peat 25% scudax pH: 5.5 - 7.0
5. FERTILIZER: Two fertilizers shall be used in all types of plantings except palms.
6. WATER BASIN: A basin shall be built around all plants or trees which stand alone and are not in larger mulched beds.
7. PRUNING: Each tree shall be pruned to preserve the natural character of the plant as shown on the Drawings.
8. MULCHING: Within 2 days after the planting, apply mulch materials moistened at the time of application.
9. BED LINES: Bed lines shall have well defined trench edges to contain mulch.
10. CLEARANCE AND BED LINES: Trees, palms and shrubs shall be planted so as to maintain adequate clearance.
11. FIELD ADJUSTMENTS: The landscape architect reserves the right to make minor adjustments in the field.

302 PLANTING

- A. FERTILIZER: Two fertilizers shall be used in all types of plantings except palms.
B. MATERIAL PLACEMENT: Trees, shrubs and ground cover shall be set straight and at such a level that, after settlement, the plant ball will stand flush to 1/2" above grade.
C. WATER BASIN: A basin shall be built around all plants or trees which stand alone and are not in larger mulched beds.
D. PRUNING: Each tree shall be pruned to preserve the natural character of the plant as shown on the Drawings.
E. TREE GUYING AND BRACING: Trees shall be firmly staked or guyed in accordance with the plans and planting details.
F. MULCHING: Within 2 days after the planting, apply mulch materials moistened at the time of application.
G. BED LINES: Bed lines shall have well defined trench edges to contain mulch.
H. CLEARANCE AND BED LINES: Trees, palms and shrubs shall be planted so as to maintain adequate clearance.

303 WEED CONTROL

- A. WEED CONTROL: Landscape fabric - weed control shall be utilized.
B. NOXIOUS WEEDS: All landscape areas shall be free of red grass, torpedo grass, and other noxious weeds.

304 PLANT MATERIAL MAINTENANCE

- A. MAINTENANCE: All plants and plantings included under this Contract shall be maintained by watering, cultivating, spraying, and all other operations necessary to ensure a healthy condition.
B. REPLACEMENTS: Either the Contractor or the Owner may make the decision to replace.
C. REPLACED PLANTS: All plants to be replaced must be removed from the site and replaced within 7 days.
D. ALL stakes, bunting and guying devices shall be removed from the site once trees and palms are established.

305 PLANT WARRANTIES AND REPLACEMENT POLICY

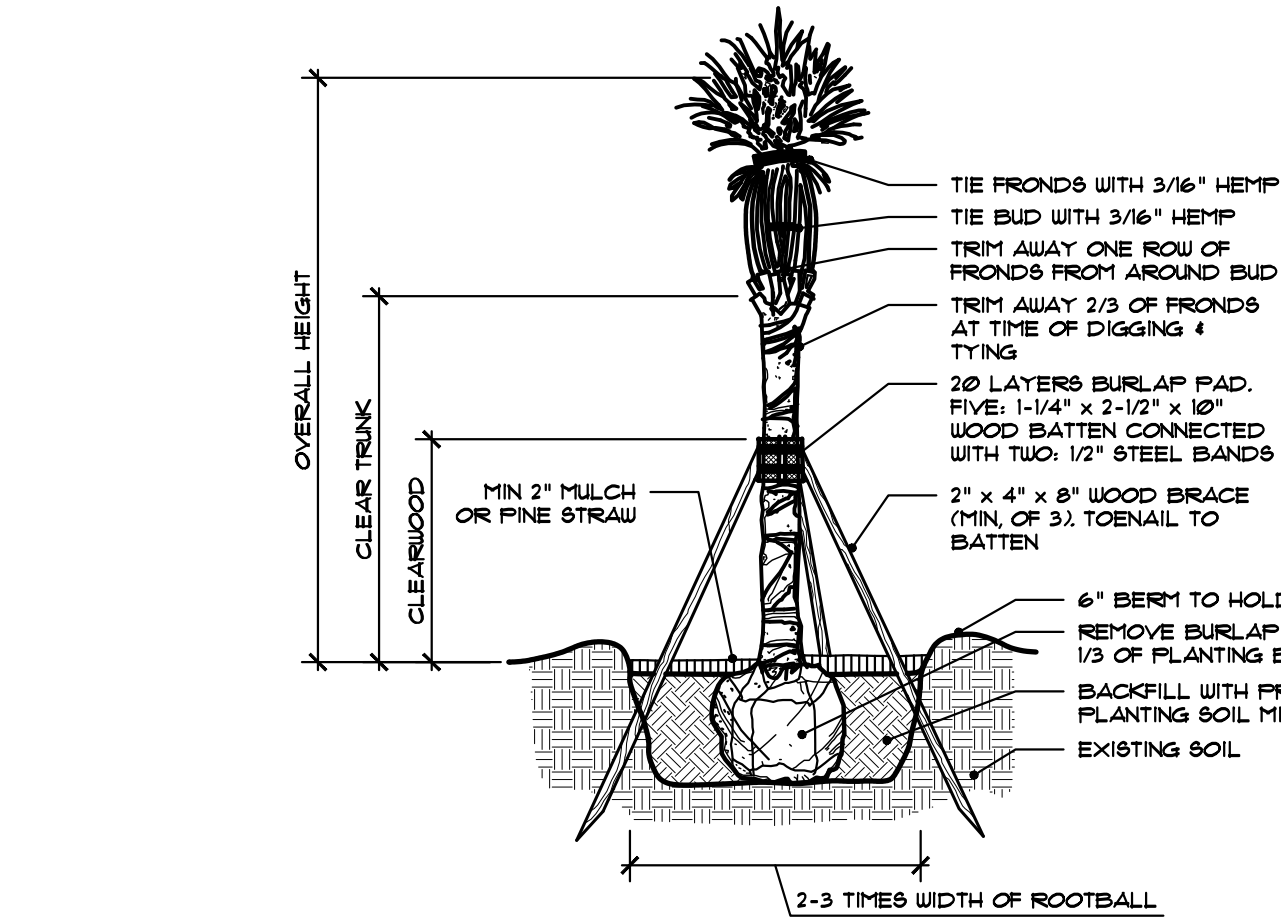
- A. PLANT MATERIAL: The Contractor must guarantee the health and satisfactory condition of all plant material installed for a minimum of one (1) calendar year.
B. REPLACEMENTS: Either the Contractor or the Owner may make the decision to replace.
C. REPLACED PLANTS: All plants to be replaced must be removed from the site and replaced within 7 days.
D. ALL stakes, bunting and guying devices shall be removed from the site once trees and palms are established.

306 INSPECTION AND ACCEPTANCE OF WORK

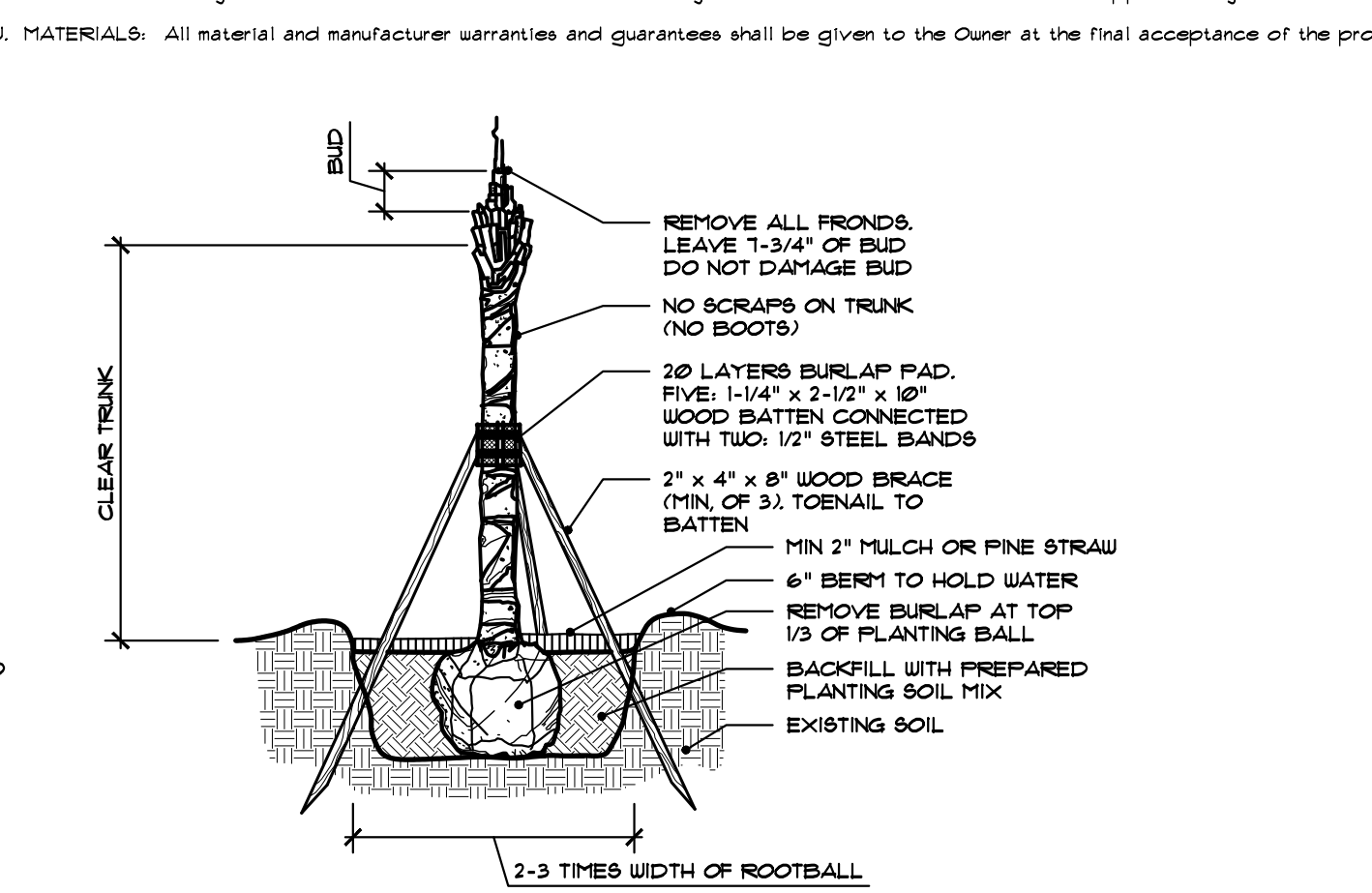
- A. PLANT QUALITY: Final inspection at the end of the installation process shall be on quality of plants, planting and all other incidental work.
B. INSPECTION: A follow-up inspection will occur during the warranty period to determine status of the plants.
C. PACKAGED MATERIALS: When delivering materials in containers, show the weight, analysis and name of the manufacturer.
D. SOIL: The delivery of sod shall be timed so that the sod will be placed within 24 hours after stripping.

307 STORAGE AND PROTECTION OF MATERIALS

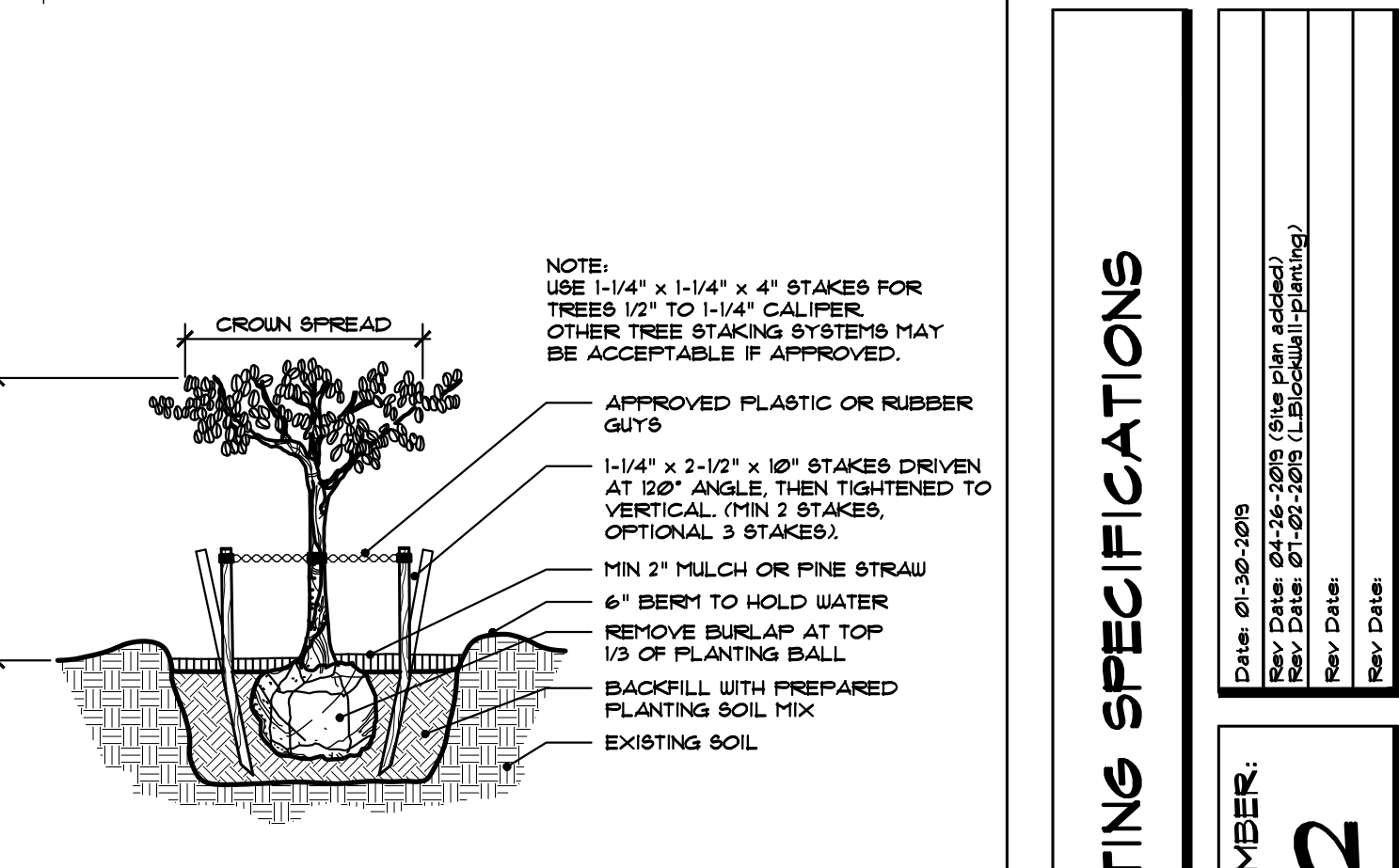
- A. STORAGE: The Contractor shall be responsible for storage and protection of materials to be used in his portion of the project work.
B. SUBSTITUTIONS: Any substitutions made for reason of unavailability of materials or other reasons must be approved by the Owner and Landscape Architect.
C. MATERIALS: All material and manufacturer warranties and guarantees shall be given to the Owner at the final acceptance of the project.



PALM TREE TYPICAL PLANTING DETAIL SCALE: NTS



SMALL PALM TYPICAL PLANTING DETAIL SCALE: NTS



SMALL TREE TYPICAL PLANTING DETAIL SCALE: NTS

Scott Windham, ASLA Landscape Architect, RIA 0001516



p.o. box 1239 Bonita springs, Florida 34133 phone: 239.390.1936 fax: 239.390.1937 scott@windhamstudio.com

PALMSREN RESIDENCE 11810 VIA NOVELLI COURT, MIROMAR LAKES, FL PREPARED FOR: MR. & MRS. RICHARD HOOD

JOB #: 046-18

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PLANTING SPECIFICATIONS SHEET NUMBER: L-2

Date: 02-20-2010 Rev. Date: 04-26-2010 (Site Plan added) Rev. Date: 07-25-2010 (Electrical relocated) Rev. Date: 09-25-2010

LIGHTING LEGEND

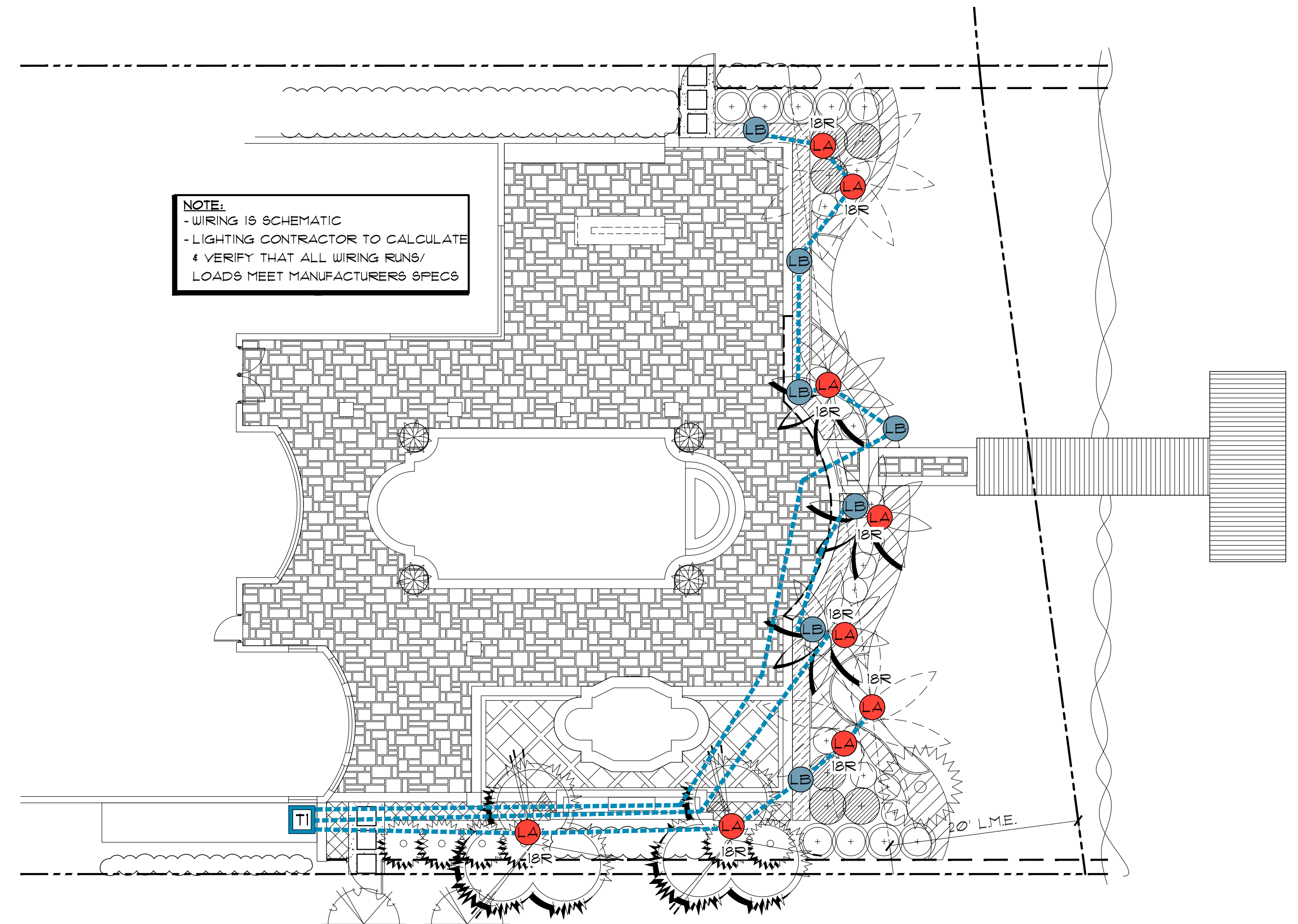
SYMBOL	QTY	TYPE	
1BR	10	18" RISER	ALLIANCE LIGHTING, 18-RISER (TO BE USED IN SHRUB BEDS AS NOTED)
LA	10	PALM UPLIGHT	ALLIANCE LIGHTING, BL200-LED-6W-F (USE WITH HONEYCOMB LENS, CLEAR LENS)
LE	7	24" PATH LIGHT	ALLIANCE LIGHTING, AL850-LBIPIN-LED-200LM (ALSTEM24)
T	1	TRANSFORMER	ALLIANCE LIGHTING, XF150 (CONTRACTOR TO CONFIRM LOAD & VOLTAGE DROP, SIZE UP ACCORDINGLY)
---		LIGHTING ZONE 1	SCHEMATIC WIRE DIAGRAM

LIGHTING NOTES

- THIS PLAN IS INTENDED FOR LANDSCAPE LIGHTING PURPOSES ONLY. ALL LIGHTING FIXTURES AND TRANSFORMERS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN COMPLIANCE WITH ALL LOCAL BUILDING SAFETY CODES AND ORDINANCES.
- CONTRACTOR TO VERIFY LIGHT CONTROL W/OWNER
- FIXTURES ARE SHOWN IN APPROXIMATE LOCATION. THE CONTRACTOR SHALL FIELD VERIFY THE ACTUAL PLACEMENT OF EACH FIXTURE UPON COMPLETION OF LANDSCAPE INSTALLATION.
- ALL PATHLIGHTS TO BE INSTALLED AT A MINIMUM OF 18" FROM ANY SIDEWALK OR STRUCTURE.
- ALL HUBS SHALL BE LABELED AND INSTALLED PRIMARILY IN PLANTER AREAS 2' ABOVE FINISHED GRADE OR IN A READILY ACCESSIBLE AREA THAT DOES NOT OBSTRUCT PATHWAYS, DRAINAGE SWALES OR COMMON AREAS.
- ALL "HOME RUN" WIRE SHALL BE LABELED AND INSTALLED AT A MINIMUM DEPTH OF 6". ALL FIXTURE LEAD WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 6".
- IN ORDER TO MINIMIZE FUTURE DISTURBANCE, ALL WIRE RUNS SHALL BE INSTALLED PARALLEL AND ADJACENT TO HARD SURFACES SUCH AS SIDEWALKS, DRIVEWAYS AND WALLS.
- THE INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SLEEVES UNDER THE HARDSCAPE SURFACES, USING A MINIMUM 1-INCH PVC PIPE.
- CONTRACTOR SHALL LEAVE ALL EXCESS WIRE AT THE FIXTURE WHEN USING THE HUB SYSTEM, OTHERWISE LEAVE A MINIMUM OF 5 FEET OF EXCESS WIRE.
- ALL UNDERGROUND SPLICES SHALL BE INSTALLED IN APPROVED IN-GROUND J-BOXES WITH WATER-TIGHT CONNECTIONS, LEAVING 12" OF EXCESS WIRE.
- ALL EXTERIOR 120-VOLT ELECTRICAL OUTLETS SHALL BE GFI PROTECTED AS PER NATIONAL ELECTRICAL CODE.
- ALL TRANSFORMERS PLUGGED INTO AN OUTDOOR RECEPTACLE SHALL HAVE AN "IN USE" COVER. CONTRACTOR SHALL INSTALL TAYMAC TYPE COVERS AT ALL OUTLETS.
- ALL PLUG-IN TRANSFORMERS SHALL HAVE A "DRIP LOOP" IN THE POWER CORD.
- ALL EXPOSED CONDUITS SHALL BE PAINTED TO MATCH SURROUNDINGS.
- ALL WIRE SHALL CONFORM TO ASTM B-49 AND B-15 STANDARDS; 99% PURE PVC PLASTIC MIXED WITH THE LATEST IN UV INHIBITORS, 99.9% PURE COPPER.
- ALL EXPOSED WIRES SHALL BE PROTECTED AND PAINTED.
- THE INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE FIXTURES AT NIGHT TO HELP ELIMINATE GLARE AND TO ENSURE OPTIMUM LIGHTING EFFECT.
- CONTRACTOR TO COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO ORDERING LIGHTS TO CONFIRM QUANTITY AND SPECS.
- UPON COMPLETION OF INSTALLATION CONTRACTOR SHALL VERIFY THAT ALL FIXTURES ARE PROPERLY VOLTED PER MANUFACTURER STANDARDS.
- UPON COMPLETION OF INSTALLATION CONTRACTOR SHALL VERIFY THAT ALL TRANSFORMERS ARE WITHIN THE MAXIMUM ALLOWABLE AMPERAGE LOAD PER MANUFACTURER STANDARDS.

NOTE:

- LIGHTING CONTRACTOR TO BID PLAN PER SPECS, ALL REQUESTS FOR VALUE ENGINEERING MUST BE SUBMITTED TO WINDHAM STUDIO, INC.
- LIGHTING CONTRACTOR TO INCLUDE IN BID, 6 MONTH LIGHTING MAINTENANCE WALK TO ADJUST RISERS, CHECK FOR BULB FAILURE, ETC.
- CONTRACTOR IS REQUIRED TO LEAVE EXTRA LENSES WITH OWNER, AS PLANT MATERIAL MATURES, THE OWNER WILL HAVE THE ABILITY TO CHANGE LENS
- CONTRACTOR TO PROVIDE NIGHT-TIME WALK THROUGH WITH LANDSCAPE ARCHITECT AND OWNER FOR FINAL ADJUSTMENT AND APPROVAL
- LIGHTING CONTRACTOR IS REQUIRED TO PLACE ALL LOW VOLTAGE WIRE 6" BELOW GRADE & BURY EXTRA WIRE AT EACH FIXTURE
- RUN WIRE ALONG EDGE OF WALK, DRIVE, ETC, BE THOUGHTFUL ABOUT RUN PLACEMENT
- USE CONDUIT WHEN CROSSING FROM SHRUB BEDS TO GRASS/SOD
- PLACE HUBS IN A THOUGHTFUL MANNER, I.E. CENTERED ON A WINDOW
- PROVIDE CLIENT WITH DETAILED AS BUILT



Product Specifications

Model #: BL200

Description: Directional Up Light

Specifications/Features:

- Brass fixture, aged brass finish
- Solid brass knuckle with dial adjustment
- Brass shroud with rubber gasket
- Ceramic bi-pin socket with lamp clip
- Clear convex lens
- MR 16 halogen lamp, 35 watt (included)
 - Maximum Wattage = 35 watts
 - 25 Foot wire lead, 16 awg (UL listed), brown
 - Pre-connected to the fixture
 - Pre-tipped for easy wire connection
 - Plastic ground stake (8.5 in; 21.6 cm length)
 - Lifetime warranty on fixture housing (Lamp does not carry a warranty)

Accessories:

The following items are available as accessories (sold separately)

- RISER0 - 6" brass riser, aged brass finish
- RISER10 - 10" brass riser, aged brass finish
- RISER15 - 15" brass riser, aged brass finish
- RISERADJ - Adjustable riser, aged brass cap

Specification Sheet

Model: AL850 (Area Light Hat)

Dimensions: 8 in. (203 mm) Height, 4.5 in. (113 mm) Lens Height, 2 in. (50.8 mm) Lens Diameter, 2 in. (50.8 mm)

Specifications and Features:

- Body: Brass over light hat, aged brass finish
- Lens: Polycarbonate frosted lens secured with silicone to the collar and hat
- Collar: Adjustable brass collar with fourth screw, aged brass finish
- Warranty: Lifetime warranty

Area Light Shown (Sold Separately)	Model #	Height	Lamp Base	Lamp Options
	ALSTEM12	12"	Bipin04	- L8P4-LED-200m
	ALSTEM18	18"	Bipin04	- L16w-100 warm LED
	ALSTEM24	24"	Bipin04	- L16w-100 warm LED
	ALSTEM30	30"	Bipin04	- L20w-100 warm LED
	ALSTEM42	42"	Bipin04	- L20w-100 warm LED

Performance:

- ALSTEM12: 4 to 12 Diameter
- ALSTEM18: 16 to 24 Diameter
- ALSTEM24: 16 to 24 Diameter

Note:

Scott Windham, ASLA
Landscape Architect, RIA 0001516



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bonita springs, florida 34133
phone: 239.390.1936
fax: 239.390.1937
scott@windhamstudio.com

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PREPARED FOR: MR. & MRS. RICHARD HOOD

JOB #: 046-18

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SCALE: 1" = 10.0'

LIGHTING PLAN & CUT SHEETS

SHEET NUMBER: **LT-1**

Date: 06-20-2018
Rev. Date: 04-26-2018 (Site plan added)
Rev. Date: 07-07-2018 (Landscape plan added)



Memorandum

Date: August 1, 2019
To: James P. Ward- District Manager
From: Bruce Bernard - Field Asset Manager
Subject: Miromar Lakes CDD – July 2019
CGA Project # 13-5692

Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Indoor Air Quality
Land Development
Landscape Architecture
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Planning
Redevelopment
Surveying & Mapping
Traffic Engineering
Transportation Planning
Urban Design
Water/Wastewater
Treatment Facilities
Website Development/
Computer Graphics

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Lake Maintenance

The CDD contractor (Dragonfly Pond Services) has completed the remaining lake bank erosion restoration improvements project scheduled for the 2019 capital program. Porta Romano was the last neighborhood in this year's erosion capital improvement program, and it was completed ahead of July 31st, 2019.

Lake littoral shelf planting will commence in September of this year in the Siena neighborhood. Plantings are proposed adjacent to the residential lake banks within the subdivision / neighborhood. Planting approval has already been conveyed by the HOA for the installations.

Stormwater Maintenance

The CDD contractor (M.R.I.) will be completing the cleaning of 48 drainage structures identified within this year's Phase 1 drainage maintenance program. Two (2) additional structures were cleaned in the Caprini neighborhood after an inspection revealed a buildup of mulch and leaves within these drainage structures which was resulting in slowing water displacement. CDD staff is in the process of inspecting and probing all structures previously cleaned in this year's program to ensure the proper removal of the silt and debris from the drainage structures.



Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Indoor Air Quality
Land Development
Landscape Architecture
Municipal Engineering
Planning
Redevelopment
Surveying & Mapping
Traffic Engineering
Transportation Planning
Urban Design
Water/Wastewater
Treatment Facilities
Website Development/
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GSA Contract Holder

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954.921.7781 phone
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Permit Compliance

SFWMD Notice of Inspection letter dated September 18, 2015, remaining open items / updates are as follows:

1. Application – Miromar Lakes Phase 1
 - a. Lake bank erosion - Erosion to the lake shoreline has occurred in some areas of Lakes 6G, 6I, and 6J. Lake 6I has a drop of four (4) feet between lots. Also, erosion has occurred near control structure CS#1. Restore the lake shorelines to substantial compliance with permit.

Shoreline erosion mitigation efforts have been incorporated into the CCD Capital Improvements budget(s) from 2016-2020. The CDD itself has taken efforts to implement the maintenance repairs with prior approval from affected Homeowners Associations (HOA's). Shoreline erosion mitigation has begun and has been completed in twelve of the fourteen subdivisions to be repaired.

Miromar Lakes Community Development District

Financial Statements

June 30, 2019



Visit our web site: www.miromarlakescdd.org

Prepared by:

JPWARD AND ASSOCIATES, LLC

2900 Northeast 12th Terrace

Suite 1

OAKLAND PARK, FLORIDA 33334

E-MAIL: JIMWARD@JPWARDASSOCIATES.COM

PHONE: (954) 658-4900

Miromar Lakes Community Development District

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JPWard & Associates, LLC
2900 Northeast 12th Terrace
Suite 1
Oakland Park, Florida 33334
(954) 658-4900

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending June 30, 2019**

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2012	Series 2015	General Long Term Debt	General Fixed Assets		
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 535,089	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 535,089
Debt Service Fund							
Interest Account	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-
Reserve Account	-	375,988	635,038	-	-	-	1,011,026
Revenue	-	219,017	587,448	-	-	-	806,464
Prepayment Account	-	681	1,382	-	-	-	2,064
Due from Other Funds							
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-
Market Valuation Adjustments							
Accrued Interest Receivable	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	1,819,554	-	-	1,819,554
Amount to be Provided by Debt Service Funds	-	-	-	21,835,446	-	-	21,835,446
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	36,514,917	-	36,514,917
Total Assets	\$ 535,089	\$ 595,685	\$ 1,223,869	\$ 23,655,000	\$ 36,514,917	\$ -	\$ 62,524,560

Miromar Lakes Community Development District
Balance Sheet
for the Period Ending June 30, 2019

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	Debt Service Funds			General Long Term Debt	General Fixed Assets	
	General Fund	Series 2012	Series 2015			
Liabilities						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Other Governments	-	-	-	-	-	-
Bonds Payable	-	-	-	-	-	-
Current Portion	-	-	-	\$1,070,000.00	-	1,070,000
Long Term	-	-	-	\$22,585,000.00	-	22,585,000
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,655,000</u>	<u>\$ -</u>	<u>\$ 23,655,000</u>
Fund Equity and Other Credits						
Investment in General Fixed Assets	-	-	-	-	36,514,917	36,514,917
Fund Balance						
Restricted						
Beginning: October 1, 2018 (Audited)	-	1,034,253	2,523,552	-	-	3,557,805
Results from Current Operations	-	(438,568)	(1,299,684)	-	-	(1,738,251)
Unassigned						
Beginning: October 1, 2018 (Audited)	191,506	-	-	-	-	191,506
Results from Current Operations	343,582	-	-	-	-	343,582
Total Fund Equity and Other Credits	<u>\$ 535,089</u>	<u>\$ 595,685</u>	<u>\$ 1,223,869</u>	<u>\$ -</u>	<u>\$ 36,514,917</u>	<u>\$ 38,869,560</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 535,089</u>	<u>\$ 595,685</u>	<u>\$ 1,223,869</u>	<u>\$ 23,655,000</u>	<u>\$ 36,514,917</u>	<u>\$ 62,524,560</u>

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2019

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest												
Interest - General Checking	8	8	34	23	20	22	23	23	19	180	300	60%
Special Assessment Revenue												
Special Assessments - On-Roll	(2,061)	132,927	463,242	16,850	19,376	8,527	8,011	5,901	11,596	664,368	660,386	101%
Special Assessments - Off-Roll	63,304	-	-	-	-	-	126,608	-	-	189,912	253,216	75%
Miscellaneous Revenue												
State Revenue Sharing-Emergency Mgmt Assis	-	-	-	-	9,123	-	-	-	-	9,123	0	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	0	N/A
Total Revenue and Other Sources:	\$ 61,251	\$ 132,935	\$ 463,275	\$ 16,874	\$ 28,519	\$ 8,549	\$ 134,642	\$ 5,924	\$ 11,615	863,584	\$ 913,902	94%
Expenditures and Other Uses												
Legislative												
Board of Supervisor's - Fees	1,000	-	2,000	-	800	1,200	1,000	1,000	1,000	8,000	12,000	67%
Board of Supervisor's - Taxes	77	-	153	-	61	92	77	77	77	612	918	67%
Executive												
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,588	3,078	30,000	40,000	75%
Financial and Administrative												
Audit Services	-	-	-	3,800	-	-	-	-	-	3,800	5,200	73%
Accounting Services	-	-	-	-	-	-	-	-	-	-	-	N/A
Assessment Roll Services	-	-	18,000	-	-	-	-	-	-	18,000	18,000	100%
Arbitrage Rebate Services	500	500	-	1,000	-	-	-	500	-	2,500	1,000	250%
Other Contractual Services												
Legal Advertising	-	-	-	-	-	-	-	-	1,756	1,756	1,200	146%
Trustee Services	-	-	3,400	-	-	5,859	-	-	-	9,258	7,900	117%
Property Appraiser/Tax Collector Fees	-	-	1,804	-	-	-	-	-	-	1,804	2,400	75%
Bank Services	32	52	34	36	35	33	35	46	36	338	550	62%
Travel and Per Diem												
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services												
Postage, Freight & Messenger	134	56	58	66	46	57	-	129	58	604	400	151%
Insurance												
Insurance	5,778	-	-	-	-	-	-	-	-	5,778	5,800	100%
Printing & Binding												
Printing & Binding	249	67	106	249	196	198	-	163	-	1,229	1,200	102%
Website Maintenance												
Website Maintenance	50	50	50	50	50	50	-	100	50	450	1,000	45%
Office Supplies												
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships												
Subscription & Memberships	175	-	-	-	-	-	-	-	-	175	175	100%
Legal Services												

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2019

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Legal - General Counsel	-	2,276	4,078	-	5,866	1,186	-	1,414	358	15,177	30,000	51%
Legal - Litigation	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Center Place - Special Counsel	-	-	-	-	-	-	-	-	-	-	30,000	0%
Legal - Center Place	-	-	-	-	-	-	-	-	-	-	-	N/A
Land Exchange - Salerno	-	-	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services												
Engineering Services - General Fund	-	1,776	-	1,064	418	-	-	5,650	664	9,571	15,000	64%
NPDES	-	-	-	-	-	-	-	-	-	-	250	0%
Asset Administration Services	-	-	-	-	-	-	-	-	-	-	10,000	0%
Center Place	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
GIS Services	-	-	-	-	-	-	-	-	6,800	6,800	-	N/A
Sub-Total:	11,328	8,110	33,016	9,599	10,805	12,009	4,445	12,667	13,876	115,853	182,993	63%
Hurricane Relief Services												
Engineering Services												
General Engineering	-	-	-	-	-	-	-	-	-	-	-	N/A
Water Mgt - Debris Removal												
Lake Bank Erosion	-	-	-	-	-	-	-	-	-	-	-	N/A
Landscaping - Debris Removal												
Landscaping Removal	-	-	-	-	-	-	-	-	-	-	-	N/A
Sub-Total:	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Management Services												
Professional Services												
Asset Management	-	-	-	-	8,983	4,492	-	4,492	11,852	29,819	34,800	86%
Mitigation Monitoring	-	-	-	-	-	-	-	-	-	-	500	0%
Utility Services												
Electric - Aeration Systems	-	38	388	1,030	566	381	457	1,050	37	3,946	4,400	90%
Lake System												
Aquatic Weed Control	-	-	-	-	-	4,162	-	8,324	4,162	16,648	56,500	29%
Lake Bank Maintenance	-	-	-	-	-	-	-	-	-	-	3,000	0%
Water Quality Testing	-	-	-	-	-	8,620	-	3,500	4,310	16,430	13,840	119%
Water Control Structures	-	-	-	560	-	-	-	-	-	560	24,000	2%
Grass Carp Installation	-	-	-	-	-	-	-	-	-	-	-	N/A
Litoral Shelf Barrier/Replanting	-	-	-	-	-	-	-	-	-	-	-	N/A
Aeration System	-	-	-	-	-	-	-	2,158	-	2,158	2,000	108%
Wetland System												
Routine Maintenance	-	7,546	7,546	7,546	7,546	3,384	-	6,768	3,384	43,720	42,100	104%
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	N/A

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2019

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Capital Outlay												
Aeration Systems	-	-	-	-	-	-	-	10,800	-	10,800	10,800	100%
Littortal Shelf Replanting/Barrier	-	-	-	-	-	-	-	-	-	-	6,000	0%
Lake Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	N/A
Turbidity Screens	-	-	-	-	-	-	-	-	-	-	13,800	0%
Erosion Restoration	4,492	1,600	6,042	769	600	1,750	-	131,313	-	146,565	223,894	65%
Contingencies	-	-	-	-	-	-	-	-	-	-	3,000	0%
Sub-Total:	4,492	9,184	13,976	9,905	17,695	22,788	457	168,404	23,745	270,646	438,634	62%
Landscaping Services												
Professional Management												
Asset Management	-	-	-	-	-	-	-	-	-	-	9,300	0%
Utility Services												
Electric	-	-	-	-	-	-	-	-	-	-	-	N/A
Irrigation Water	2,703	-	-	2,703	-	-	-	2,703	-	8,108	1,250	649%
Repairs & Maintenance												
Public Area Landscaping	-	24,176	34,911	29,575	2,220	-	-	-	-	90,880	191,350	47%
Irrigation System	1,002	-	1,853	-	-	-	-	-	-	2,855	4,000	71%
Well System	-	-	-	-	-	-	-	-	-	-	1,000	0%
Plant Replacement	1,488	6,833	-	-	-	-	-	-	-	8,321	10,000	83%
Other Current Charges												
Lee County Assessments	-	-	-	-	-	-	-	-	-	-	51,000	0%
Charlotte County Assessments	-	-	-	-	-	-	-	-	-	-	375	0%
Hendry County - Panther Habitat Taxes	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Supplies												
Mulch	-	-	23,338	-	-	-	-	-	-	23,338	24,000	97%
Capital Outlay												
Sub-Total:	5,192	31,009	60,102	32,277	2,220	-	-	2,703	-	133,502	292,275	46%
Total Expenditures and Other Uses:	\$ 21,012	\$ 48,302	\$ 107,093	\$ 51,781	\$ 30,720	\$ 34,797	\$ 4,902	\$ 183,773	\$ 37,621	\$ 520,001	\$ 913,902	57%
Net Increase/ (Decrease) in Fund Balance	40,239	84,633	356,182	(34,907)	(2,200)	(26,248)	129,740	(177,850)	(26,007)	343,582	-	
Fund Balance - Beginning	191,506	231,746	316,379	672,561	637,654	635,453	609,205	738,945	561,095	191,506	526,359	
Fund Balance - Ending	\$ 231,746	\$ 316,379	\$ 672,561	\$ 637,654	\$ 635,453	\$ 609,205	\$ 738,945	\$ 561,095	\$ 535,089	535,089	\$ 526,359	

Miromar Lakes Community Development District
Debt Service Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2019

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 410,000	N/A
Interest Income												
Reserve Account	3,631	36	4	4	4	4	4	4	4	3,695	7,200	51%
Prepayment Account	287	575	1	1	1	-	-	-	-	865	4,500	N/A
Revenue Account	325	383	4	343	1,408	1,299	1,479	1,472	330	7,042	-	#DIV/0!
Interest Account	-	-	-	-	-	1	3,601	1	1	3,605	-	N/A
Special Assessment Revenue												
Special Assessments - On-Roll	2,061	181,736	633,337	23,038	26,490	11,658	10,952	8,067	15,854	913,194	902,776	101%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	14,580	0%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 6,304	\$ 182,730	\$ 633,346	\$ 23,386	\$ 27,903	\$ 12,962	\$ 16,037	\$ 9,545	\$ 16,189	928,401	\$ 1,339,056	N/A
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2012 Bonds	-	-	-	-	-	-	-	460,000	-	460,000	\$ 460,000	100%
Principal Debt Service - Early Redemptions												
Series 2012 Bonds	-	410,000	-	-	-	-	-	-	-	410,000	410,000	N/A
Interest Expense												
Series 2012 Bonds	-	253,888	-	-	-	-	-	243,081	-	496,969	469,056	106%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 663,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 703,081	\$ -	1,366,969	\$ 1,339,056	N/A
Net Increase/ (Decrease) in Fund Balance	6,304	(481,157)	633,346	23,386	27,903	12,962	16,037	(693,536)	16,189	(438,568)	-	
Fund Balance - Beginning	1,034,253	1,040,556	559,399	1,192,745	1,216,131	1,244,034	1,256,995	1,273,032	579,496	1,034,253	870,552	
Fund Balance - Ending	\$ 1,040,556	\$ 559,399	\$ 1,192,745	\$ 1,216,131	\$ 1,244,034	\$ 1,256,995	\$ 1,273,032	\$ 579,496	\$ 595,685	595,685	\$ 870,552	

Miromar Lakes Community Development District
Debt Service Fund - Series 2015 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2019

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 1,310,000	N/A
Interest Income												
Reserve Account	6,097	113	19	20	22	19	22	21	22	6,355	12,000	53%
Interest Account	-	-	-	-	-	-	6,000	-	-	6,000	-	N/A
Prepayment Account	932	1,867	2	2	2	2	2	44	2	2,857	2,400	N/A
Revenue Account	744	873	306	532	1,183	1,084	1,226	1,802	976	8,726	4,000	N/A
Special Assessment Revenue												
Special Assessments - On-Roll	-	107,194	373,563	13,588	15,625	6,876	6,460	4,758	9,351	537,416	532,599	101%
Special Assessments - Off-Roll	-	-	-	-	-	-	742,351	-	-	742,351	742,351	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	-	-	N/A
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 7,774	\$ 110,047	\$ 373,890	\$ 14,142	\$ 16,832	\$ 7,982	\$ 756,061	\$ 6,625	\$ 10,351	\$ 1,303,704	\$ 2,603,350	N/A
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2015 Bonds	-	-	-	-	-	-	-	560,000	-	560,000	\$ 560,000	100%
Principal Debt Service - Early Redemptions												
Series 2015 Bonds	-	1,310,000	-	-	-	-	-	-	-	1,310,000	1,310,000	N/A
Interest Expense												
Series 2015 Bonds	-	382,563	-	-	-	-	-	350,825	-	733,388	733,350	100%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 1,692,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 910,825	\$ -	2,603,388	\$ 2,603,350	N/A
Net Increase/ (Decrease) in Fund Balance	7,774	(1,582,516)	373,890	14,142	16,832	7,982	756,061	(904,200)	10,351	(1,299,684)	-	
Fund Balance - Beginning	2,523,552	2,531,326	948,811	1,322,701	1,336,843	1,353,675	1,361,656	2,117,718	1,213,517	2,523,552	-	
Fund Balance - Ending	\$ 2,531,326	\$ 948,811	\$ 1,322,701	\$ 1,336,843	\$ 1,353,675	\$ 1,361,656	\$ 2,117,718	\$ 1,213,517	\$ 1,223,869	1,223,869	\$ -	