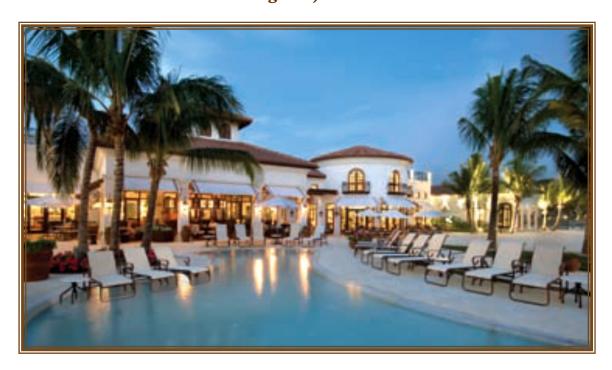
Miromar Lakes Community Development District

Regular Meeting Agenda

August 8, 2019



Visit our Web Site at: 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

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

omes P Word

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 "<u>District</u>") 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.

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 "<u>Plat</u>"), the north side of the Owner's Property is subject to and encumbered by a 20' lake maintenance easement (the "<u>Lake Maintenance Easement</u>"). 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 "<u>Walkway Improvements</u>") that will partially encroach into the Lake Maintenance Easement (the "<u>Encroachment</u>") as shown on the site plan attached as <u>Exhibit "A"</u> and made a part of this Agreement (the "<u>Site Plan</u>").
- 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.

- 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.
- 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. <u>Indemnification</u>. 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. <u>Binding Effect</u>. 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. <u>Governing Law / Venue</u>. 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. <u>Modifications</u>. 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. <u>Integration</u>. 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. <u>Interpretation</u>. 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. <u>Counterparts</u>. 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. <u>Termination.</u> 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.

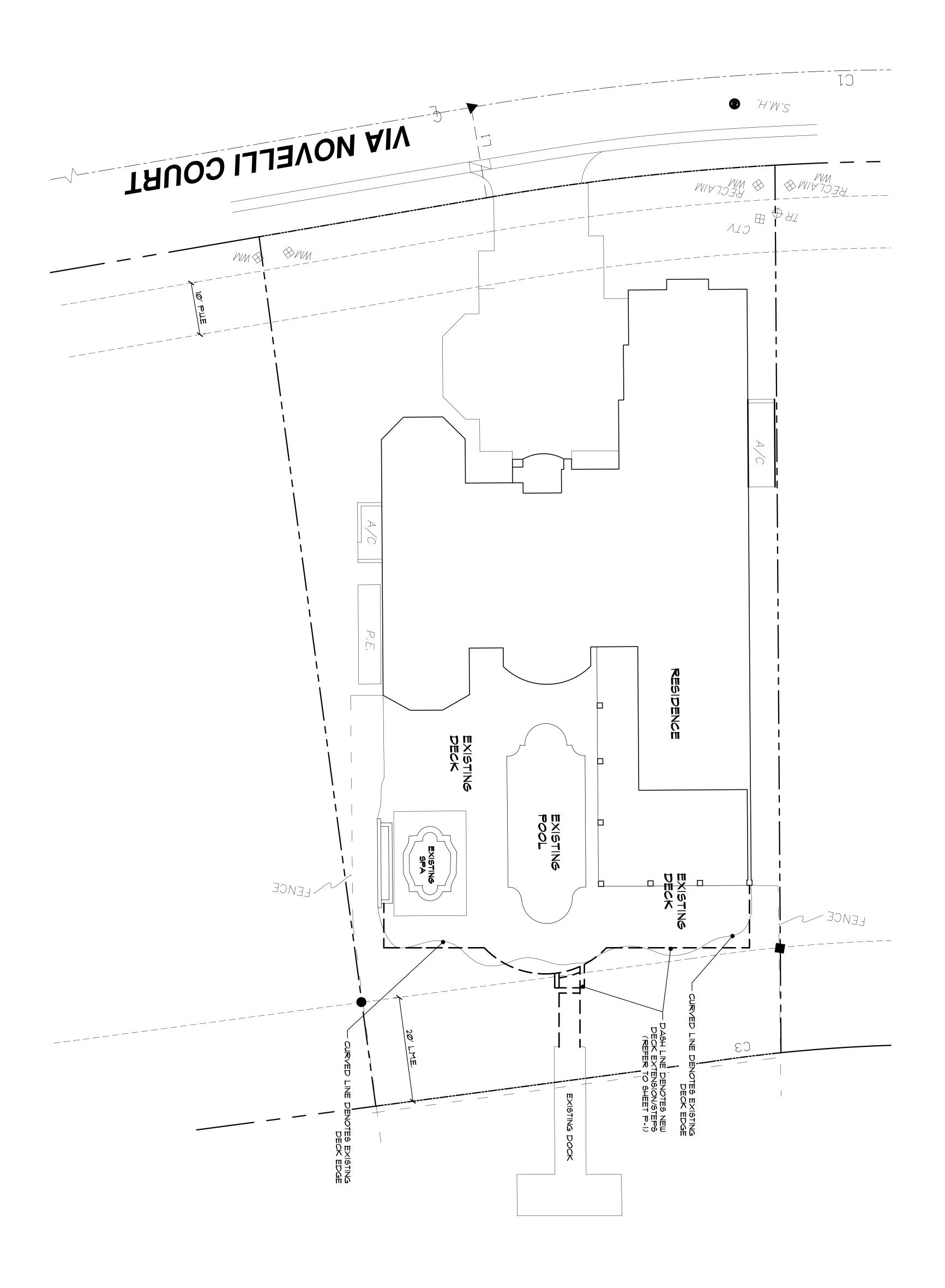
(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

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

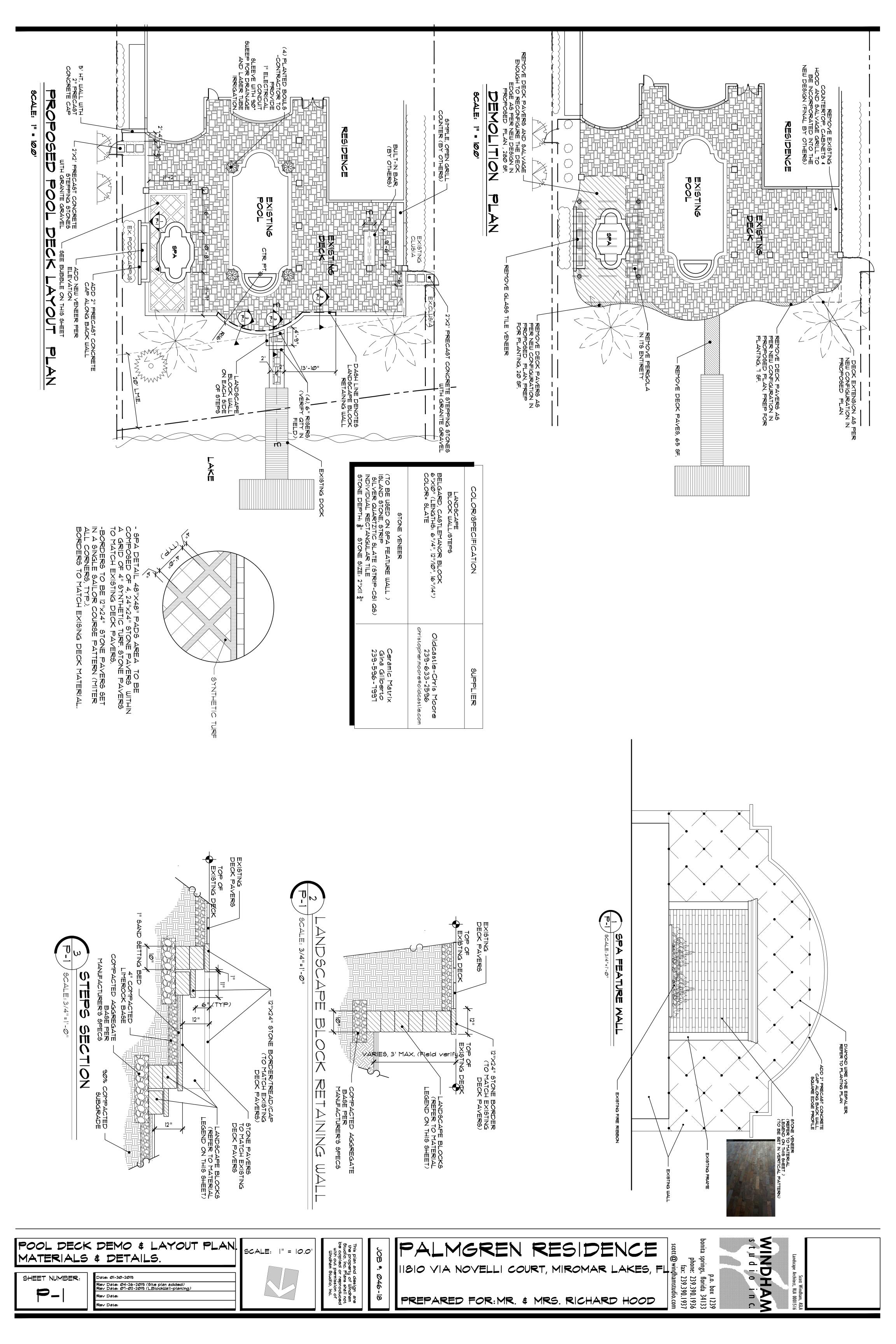
	DISTRICT:
	MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	
	By: David Herring, Chairman
James P. Ward, Secretary	David Herring, Chairman
STATE OF FLORIDA)	
COUNTY OF LEE) so	S.
David Herring, as Chairman of M	vas acknowledged before me, thisof, 2019, by Miromar Lakes Community Development District, on behalf of said 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)		
COUNTY OF LEE) ss.)		
The foregoing instru Richard K. Hood, who is () as evidence of identification	personally known t	ledged before me, thisofofon me or () has produced	, 2015, by
(SEAL)		NOTARY PUBLIC Name:	
		-	pe or Print)
		My Commission Expires:	

EXHIBIT "A" Site Plan







PALMGREN RESIDENCE

LANDSCAPE ARCHITECTURAL PLANS

MIROMAR LAKES, FLORIDA

PREPARED BY:



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

TABLE OF CONTENTS

DESCRIPTION SITE PLAN

POOL DECK DEMO & LAYOUT PLAN. MATERIALS & DETAILS

PLANTING PLAN

PLANTING SPECIFICATIONS LIGHTING PLAN AND CUT SHEETS Scott Windham, ASLA Landscape Architect, RLA 0001516

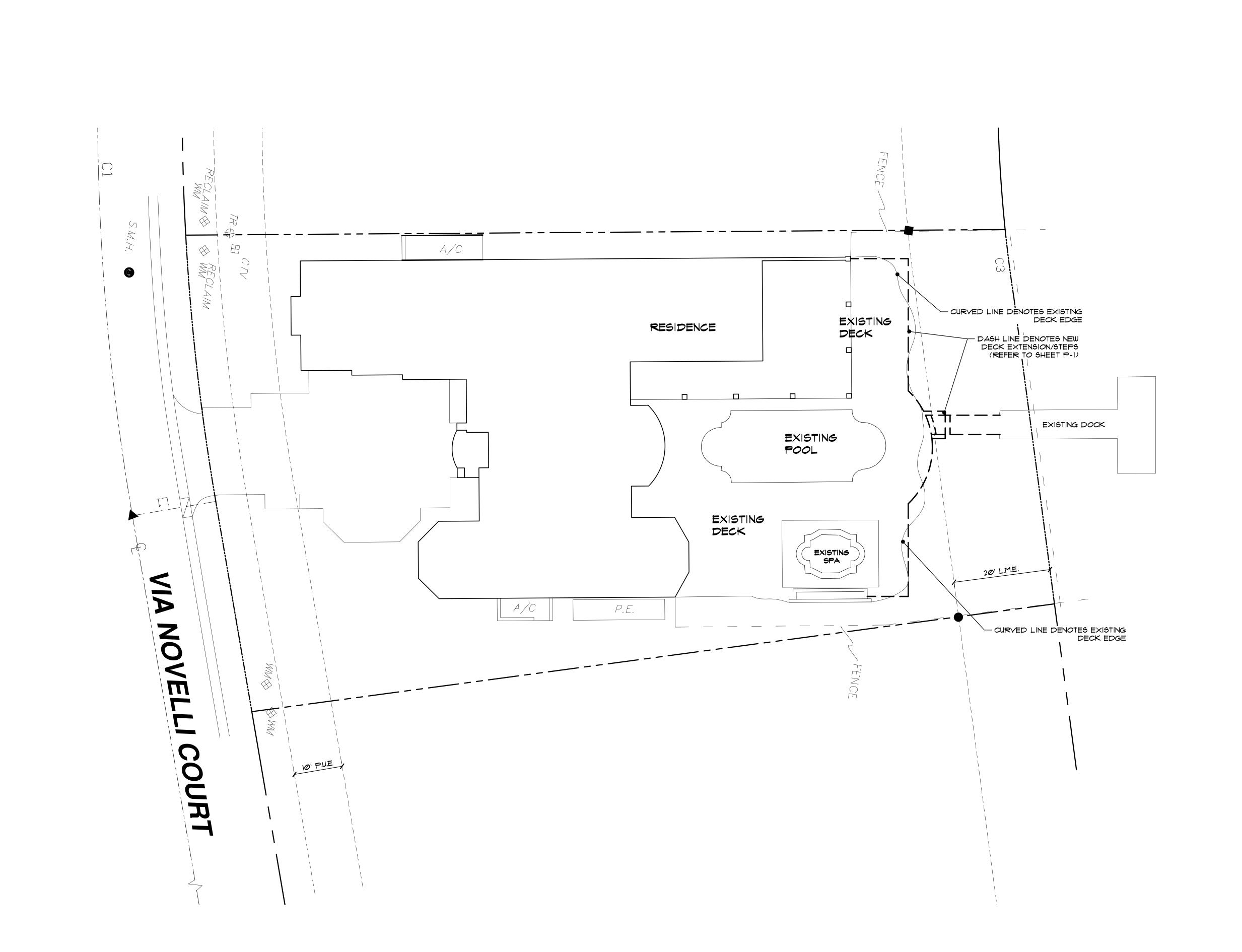
WINDHAM studio inc.

phone: 239.390.1936 fax: 239.390.1937

scott@windhamstudio.com

JOB #: 046-18

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Scott Windham, ASLA Landscape Architect, RLA 0001516

WINDHAM studio in c.

p.o. box 1239 bonita springs, florida 34133 phone: 239.390.1936 fax: 239.390.1937

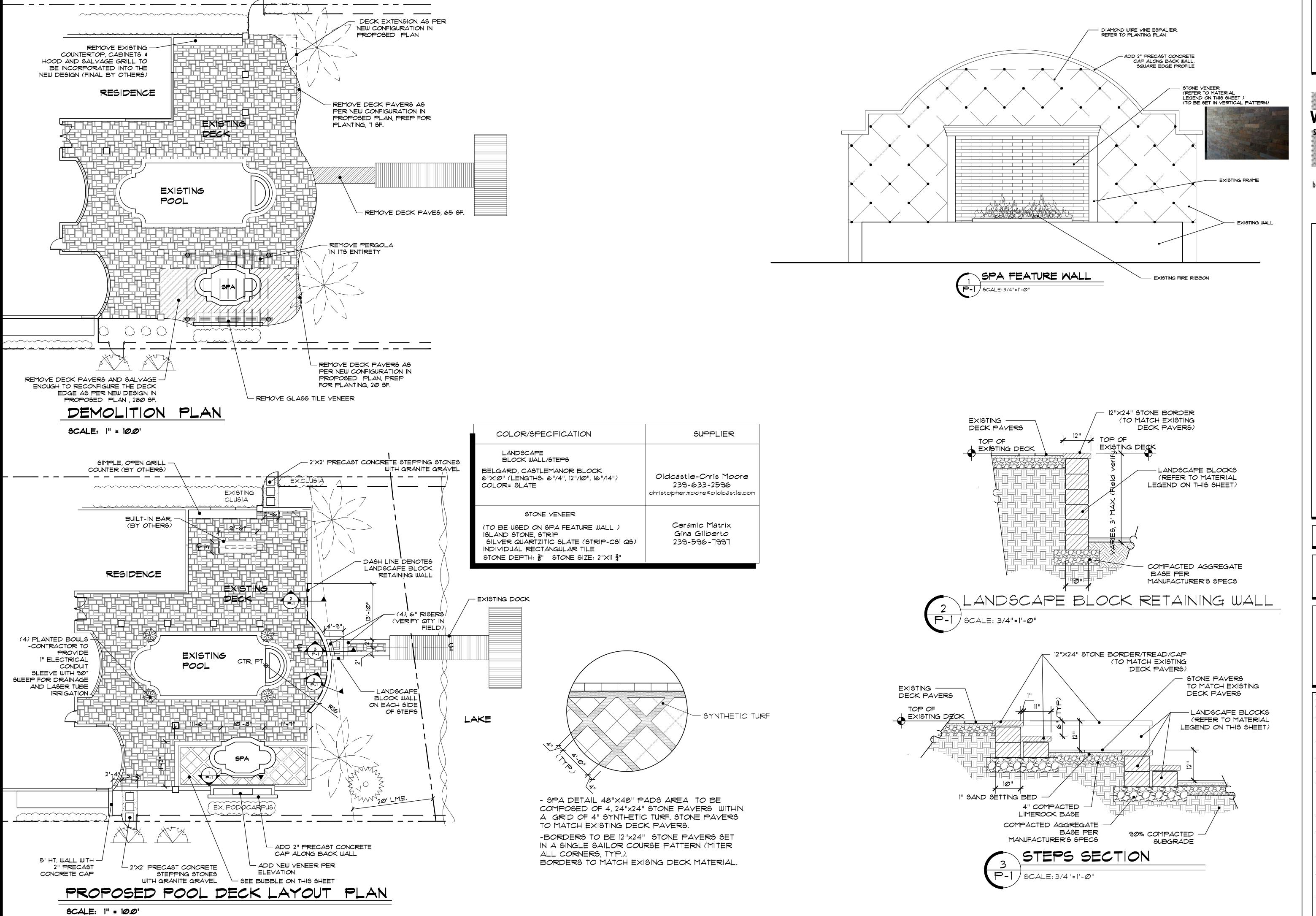
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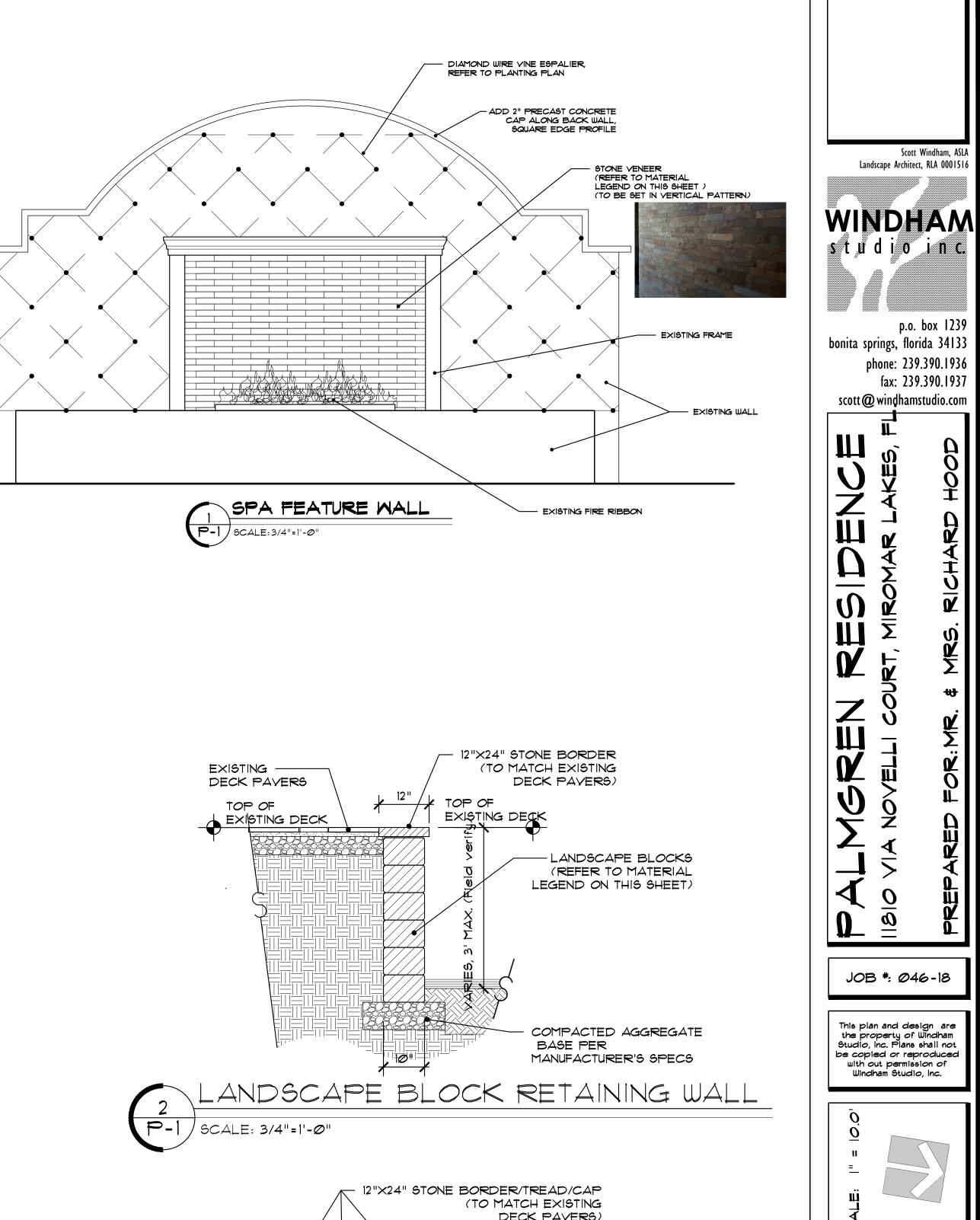
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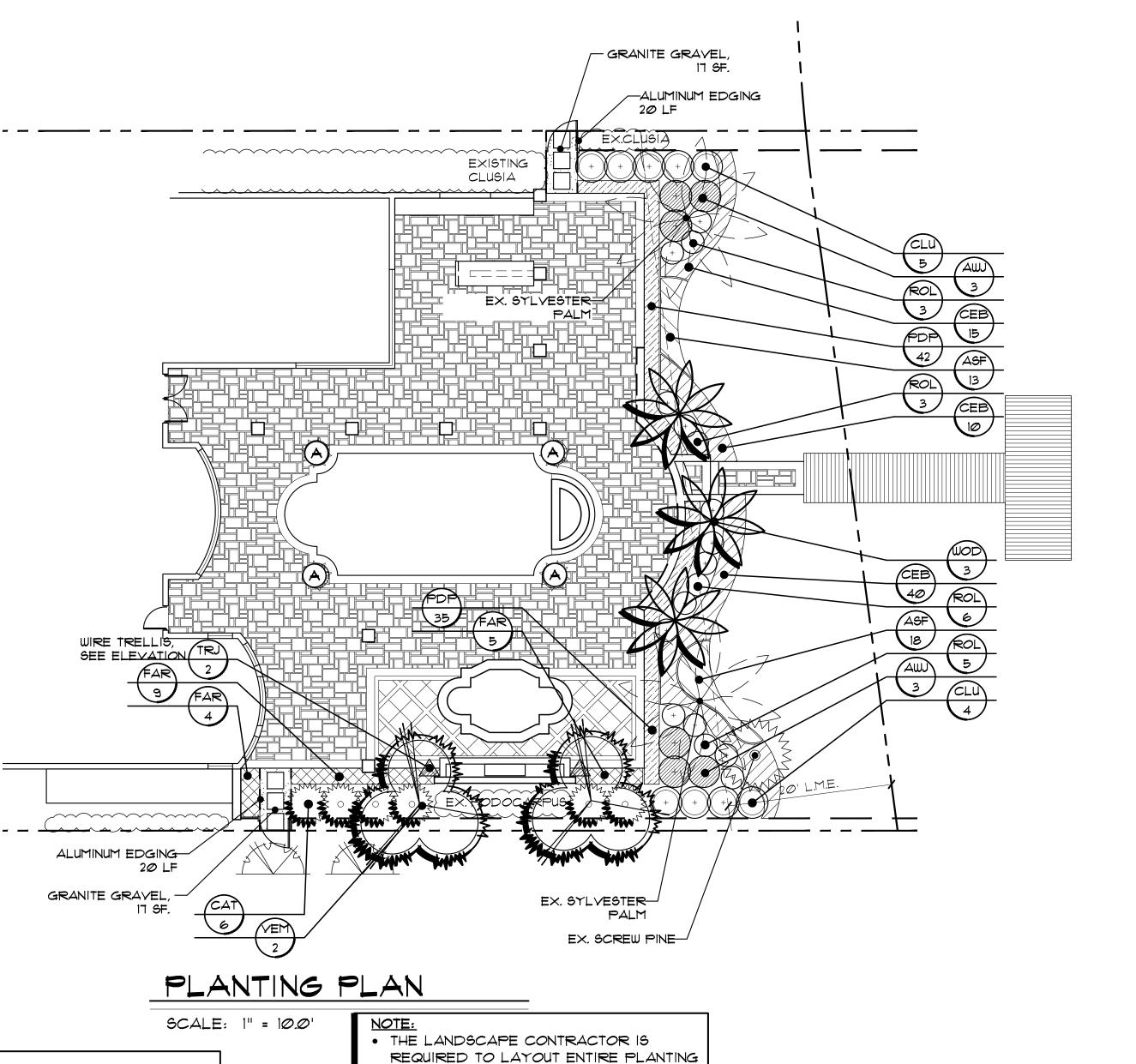
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Scott Windham, ASI

p.o. box 1239



PRIOR TO INSTALLATION FOR FINAL

LANDSCAPE ARCHITECT.

APPROVAL AND WALK-THROUGH WITH

ESPALIER NOTE:

• WSI HIGHLY RECOMMENDS THE LANDSCAPE

CONTRACTOR REQUIRED TO MEASURE AND

CONFIRM FINAL LAYOUT WITH LANDSCAPE

ARCHITECT PRIOR TO INSTALLATION

ESPALIER WIRE WORK TO JIM HILLIARD

CONTRACTOR SUB-CONTRACT ALL

FROM WIRED FOR GROWTH

CONTACT: 239-253-2015

Palmgren Plant List

7/2/2019

PALMS Sym Botanical Name Common Name Specification Spacing Native CAT Chamaedorea cataractarum Cat Palm 5' oa, full Montgomery Palm 14'oa, triple VEM © Veitchia montgomeryana WOD © Wodyetia bifurcata Foxtail Palm 6' wd, matching, Florida No.1 SHRUBS Common Name Specification **Botanical Name** Spacing Native Acalypha wilkesiana 'Java White' Java White Copper Leaf 3 gallon, 24", Full 36" oc Clusia guttifera Small Leaf Clusia 15 gallon 48", Full 48" oc 36" oc 17 Panama Rose 3 gallon 24", Full Rondeletia leucophylla

GROUND COVERS

Common Name Specification Sym **Botanical Name** Spacing Native 3 gallon 18", Full Asparagus densiflorus 'Myers' Foxtail Fern 18" oc Carrissa "Emerald Blanket" 3 gallon, 16" spd, horizontal form, small leaves 18" oc Carrissa 18 FAR Farfugium japonicum 'Gigantea' Farfugium 24" oc 3 gallon, Full 77 PDP Podocarpus macrophyllus 'Pringles' 3 gallon,12" Ht.max 12" oc Podocarpus VINES Sym Botanical Name Common Name Specification Native

Qty

STAINLESS STEEL PINS WITH -

STAINLESS STEEL WIRE

**TRJ Trachelospermum jasminoides Confederate Jasmine 7 gallon, 6' Trellis DECORATIVE POTS PLANTS Common Name Qty Sym Botanical Name Specification Spacing Native Epipremnum areum Golden Pothos 1 gallon

7 gallon

1 gallon

ADD 2" PRECAST CONCRETE

CAP ALONG BACK WALL,

SQUARE EDGE PROFILE

Neomarica gracilis

POTA

12

MISCELLANEOUS **Botanical Name** Common Name Specification 1,050 Mulch- Entire site 3" Depth Cocoa Brown 1,050 Automatic Irrigation System 100% Head-to-head coverage 40 Curvrite Aluminum Edge Restraint 3000 Series Landscape Edging 11 Root Growth Stimulator (per tree/palm) (1) 8 OZ bag Diehard per LF of root ball diameter, contractor to verify

T.B.D By owner

Twelve Apostles Iris (purple)

Super Fireball Bromeliad

** Contractor to remove vines from nursery trellis and attach to wall with stainless steel pins and stainless steel wire.

© Contractor to submit photos or physical sample of selected plant materials to Landscape Architect prior to delivery

email: scott@windhamstudio.com; aaron@windhamstudio.com

30" Bowl

Neoregelia 'Super fireball'

CONTRACTOR NOTE!! AT THE TIME OF DESIGN, IF WINDHAM STUDIO IS AWARE OF THE PRESENCE OF DEER AND/OR RABBITS ON THE PROPERTY, WINDHAM STUDIO WILL MAKE A CONCERTED EFFORT TO AVOID PLANTS THAT

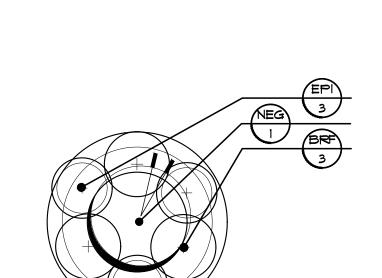
NEW AREAS AND DIFFERENT PLANTS ARE BEING AFFECTED CONTINUALLY, OFTEN TIMES AFTER PLANS HAVE BEEN SUBMITTED.

ARE SUSCEPTIBLE TO BEING EATEN.

- PRIOR TO ORDERING AND THE INSTALLATION OF PLANTS, THE CONTRACTOR SHALL ASSESS THE SPECIFIC PROPERTY AND DETERMINE IF ANY ALTERNATIVE PLANTS ARE RECOMMENDED.
- WINDHAM STUDIO CANNOT BE HELD RESPONSIBLE FOR THE DESTRUCTION OF PLANT MATERIAL DUE TO THE EVER CHANGING SITE CONDITIONS.

WINDHAM STUDIO, INC RECOMMENDS THE USE OF ROOT BARRIER WHERE EXISTING OR PROPOSED TREES/PALMS ARE ADJACENT TO HARDSCAPE TYPE ELEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY IF THE CLIENT/OWNER, AT HIS COST, WOULD LIKE TO TAKE THIS ACTION. IN EITHER CASE, WINDHAM STUDIO CANNOT BE HELD RESPONSIBLE FOR THE DESTRUCTION OF HARDSCAPE TYPE ELEMENTS DUE TO A LACK OF ROOT BARRIER, IMPROPER INSTALLATION OF ROOT BARRIER, OR ROOT BARRIER PRODUCT'S FAILURE TO PROTECT AGAINST SUCH DAMAGE. TREES/PALMS HAVE THE POTENTIAL TO CAUSE DAMAGE DUE TO THE UNCONTROLLABLE AND UNFORESEEN GROWTH PATTERNS OF TREE/PALM ROOTS. IT IS THE RESPONSIBILITY OF THE CLIENT/OWNER TO MONITOR SUCH SITUATIONS AND PROVIDE ADEQUATE MAINTENANCE TO PROTECT AGAINST SUCH DAMAGE.

SCALE: 3/4" = 1.00"



• PLANTED POTS MUST BE SLEEVED FROM BENEATH, SEALED TIGHTLY & CORRECTLY

AS TO NOT ALLOW RUSTING OR LEAKING THE SLEEVE IS TO PROVIDE ADEQUATE DRAINAGE & IRRIGATION

PLANTED POTS MUST BE ON THEIR OWN IRRIGATION ZONE WITH ADJUSTABLE EMITTERS OR DRIP

30" PLANTER/BOWL POT PLANTING ENLARGEMENT

WINDHAM studio in c.

Scott Windham, ASLA

Landscape Architect, RLA 0001516

p.o. box 1239

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

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JOB #: 046-18

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DIAMOND WIRE VINE ESPALIER DETAIL

ANDSCAPE SPECIFICATIONS

PART I- GENERAL

A. PLANT SPECS: All plant material must be Florida No. I 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 control weeds. Some common organic mulching materials include leaves, pine needles, pine or cypress bard and wood chips. Use the mulch as specified on the Planting Plan.

C. FUNGI: Keep organic mulches from piling up against the base of tree trunks and shrubs. If these mulches touch the base of the trunk, they can cause plants to be attacked by the fungi that breaks down the mulching materials and can kill the plants.

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 plans and appropriate agencies to determine the present location of utilities and obstructions before commencing work. Contractor shall obtain or ensure that necessary permits have been granted to the Owner for work in any easements on the Owner±s

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. Field adjust tree and palm locations as required to avoid conflict with light poles, etc. The owner shall properly maintain trees and plant materials after final acceptance in order to maintain unobstructed visibility for pedestrians and vehicles.

H. UTILITIES: The landscape contractor shall verify all utility locations (existing and proposed), related paving, elevations, water and electrical supply, etc.
Prior to start of work. Notify the general contractor and the architect/owner's agent in writing of unsatisfactory conditions prior to start of work. Start of work will indicate acceptance of conditions and full responsibility for completed work verify all underground and above-ground utility locations prior to any excavation. If underground construction, utilities or obstructions are encountered during the excavation of planting areas or pits, immediately inform the owner's construction representative. Alternate locations for the contractor shall bear sole responsibility for any and all damages that result from his activities due to improper verification of utilities and /or operator error during excavations. See related civil plans for additional information and coordinate on-site with the general contractor and other trades prior to start of work

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. All relocated palm fronds are to be pruned prior to installation as per approved industry standards.

J. DEAD PALM/TREE REMOVAL: Contractor shall saw cut and stump ground notated dead plant material. Locate utilities prior to stump removal. Holes from root ball to be filled, compacted and 4 finished per the plans.

I.O. 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. If a Contractor does not adhere to the specifications, then the Owner can reject the work and renegotiate the Contract price.

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. 1.02 DESCRIPTION OF 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. Work shall include all construction and maintenance/watering of all planting areas of this

B. SITE 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 site character or as to the extent of the work to be done, and likewise, in order to advise and acquaint himself with all precautions to be taken in order to avoid injury to persons or property of another. The Contractor's bid shall reflect this full acquaintenanc with the project site. No additional compensation will be granted, after the bid is awarded, due to any usual difficulties which may be encountered in the execution or maintenance of any portion of the work. Any discrepancies, omissions or doubts as to meaning should be communicated to the Owner, who will make any interpretations he deems necessary.

1.03 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. Any modification made to conform with said codes, laws and ordinances, after the bid is awarded, shall be completed at the Contractor's expense at no additional cost to the Client.

B. CONTRACTOR & CREWS: The CONTRACTOR shall have his labor crews 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.

C. SUPERINTENDENT: The Landscape Contractor shall provide a competent English-Speaking Superintendent on the work site at all times. This Supervisor shall be fully authorized as the Contractor's agent on the work

The Contractor shall be entirely responsible for the work until final acceptance by the Owner. The Landscape Contractor is responsible for protecting all materials and work against injury from any cause and shall provide and maintain all necessary quards for the protection of the public. The Contractor shall be held responsible for his negligence in the prosecution of the work

1.04 PROJECT 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. All damage resulting from negligence shall be repaired or replaced to the Owners satisfaction at the Contractor's expense.

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. This shall include compaction by driving or parking inside the drip-line of trees or the spilling of oil, gasoline, or other deleterious materials within the drip-line of trees. The Contractor shall install barricades to protect existing

1. No waste material shall be burned with in the project limits. All spoils and waste material shall be hauled away daily at the Contractor's expense. Trees burned or damaged (so that they are misshaped and /or unsightly shall be replaced at cost to the Contractor of One Hundred Dollars (\$100) per caliper inch on an escalating scale which adds an additional twenty (20) per cent per inch over four (4) inches in caliper, as fixed and agreed liquidated damages.

A. SAMPLES: Samples of any landscape materials may be required for approval on the site or as otherwise determined by the Owner. Delivery of material may begin after the Owner's approval of samples (i.e. mulch, planting soil, plant varieties, etc.) Approved samples shall be stored on the site and protected until furnishing of materials is completed. Plant samples may be planted in permanent positions, but labeled as samples.

1.06 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

B. PROTECTION OF ROOT BALLS: Balled and burlapped plants (B&B) shall be duq with firm, natural balls of soil of sufficient size to encompass the fibrous and feeding roots of the plants. No plants moved with a ball shall be planted if the ball is cracked or broker

E PROTECTION OF PALMS: Only a minimum of fronds shall be removed from the crown of balm trees to facilitate moving and handling Cabbage balm heads shall be tied with a burlap strip per the following procedure: The first (inside) row of fronds contiquous to bud shall be removed. The next 3-4 rows shall be tied to bud for support. The remaining (lower) fronds shall be removed . Tied fronds and bud tip shall not be clipped. Burlap strip shall be left in place until

D. PACKAGED MATERIALS: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site. Materials delivered to the site shall be left in their original boxes, wrappings or containers until such time as they are employed in the project construction. This provision does not include unpacking for inspections purposes.

E. SOD: 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. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop palled and burlapped stock during delivery.

G. PLANT DELIVERY: Once preparations for planting has been completed, deliver trees and shrubs and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other

H. CONTAINER PLANTS: Do not remove container grown stock from containers until planting time.

. 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. Contractor also shall be solely responsible for his tools and equipment left on the job site.

. SUBSTITUTIONS: Any substitutions made for reasons of unavailability of materials or other reasons must be approved by the Owner.

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

IRRIGATION PERFORMANCE SPECIFICATIONS

l. Irrigation contractor shall provide a lump sum bid price for a fully automatic, 100% overlap coverage, underground irrigation system. The irrigation system design, specifications and installation shall conform to the standards of the "Irrigation Association" and the Standards of the "Florida Irrigation Society." The irrigation contractor shall incorporate the following design performance specifications into the plans and written plan specifications.

2. The irrigation plans shall be drawn to the same scale as the landscape plans and shall clearly indicate locations of: valves, piping, mainline, sprinkler heads, back flow

3. The Owner shall provide an " irrigation water meter for the site. The irrigation contractor shall provide and install a back flow prevention device downstream of the meter per local governing code requirements for the water meter. Verify existing GPM/PSI from the water source, and if needed, the contractor shall adjust and balance the proposed zones as necessary to meet actual GPM/PSI requirements.

4. Controller shall be selected per number of zones required. Coordinate operation of the controller for proper zone sequence and optimum watering time, verify location of the controller and start/stop times with the owner's representative. Controller shall be located on an exterior wall in a locking wall-mounted unit per plan/legend. The G.C./Electrician shall provide 120V power supply to the controller.

5. Mainline piping shall be sch. 40 1-1/4" pipe. Lateral piping shall be PVC pipe class 315 for 1/2" line, class 200 for 3/4" line and class 160 for 1" (and above) line, piping on plans shall be diagrammatically routed for graphic clarity, actual placement shall be located within property boundary and in "green space" areas adjacent to paving or structures per industry standards. Coordinate installation with planting plans so conflicts with proposed locations of trees, palms and shrubs shall be avoided.

Irrigation contractor shall reference the landscape plans and specifications to determine where irrigation heads will be installed on risers (i.e. hedges and shrub masses with a mature height over 24"). Heights of risers shall be adjusted after landscape installation is complete and will allow for growth of the plan material for unobstructed spray pattern. Risers shall be painted "black" with a high quality exterior ename! paint. All risers shall be staked with a steel angle and secured by two stainless steel clamps. Adjust sprinkler arc, radius and trajectory after landscape installation is complete to assure 100% overlap coverage. Raise or lower pop-up sprinkler bodies as required after turf or mulch is installed. No riser shall be installed adjacent to any pedestrian walkway. 12" pop-up spray heads shall be used adjacent to walkways and

Irrigation contractor shall determine locations of all underground utilities and improvements prior to start of work on-site. Coordinate with the general/site contractor and site lighting contractor for proposed utilities and new conduits. The irrigation contractor shall be responsible for the immediate repair of any damage that results from his activities due to improper verification of utilities and/or operator error during excavations. See related civil plans for additional information.

8. Irrigation contractor shall obtain any and all permits required by governing agencies. Contractor shall be properly licensed, bonded and insured.

9. Where mainlines or lateral lines are covered by paving, a schedule 40 PVC sleeve shall be installed. Sleeve size shall be two times larger (inside diameter) than the size of the enclosed "wet pipe" size indicated on the plans. All mainlines shall be buried a minimum of 18" below finish grade. Mainline shall be buried a minimum of 24" at road crossings in a schedule a 40 PVC sleeve sized two times the inside diameter of the "wet pipe" enclosed. All lateral lines shall be buried a minimum depth of 12" below finish

10. "Purple" cleaner and PVC glue shall be used on PVC connections after cuts/ends have been wiped clean of burrs.

11. Wire shall be UF-600 volt direct burial 14 gauge wire installed directly in the pipe trench, bundled and taped every ten feet along the mainline with expansion loops provided at each valve. "White" color for common wire and "Red" color for control wires. Run one additional spare wire in each direction along the mainline. 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. The contractor shall also test the lines for leakage by maintaining a full head of pressure (100 PSI) for one hour after lines are complete with

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." The contractor shall make a daily record of all work installed each day. An "as-built" of the completed irrigation system shall be prepared by the irrigation contractor to I" = 30' scale and shall indicate the exact location of valves, head layout, piping, sleeves, controllers, etc. By the triangular system of measurements from easily identified permanent features, such as buildings, curbs, and walks. Two sets of prints and I pdf shall be provided to the general contractor for submittal to owner at final inspection. Final acceptance and release of retainage will not be given until all required submittals and "as-built" drawings have been turned over to the owner and architect.

14. Irrigation contractor shall warranty irrigation system for I year against failure beginning on the date of final acceptance.

<u>PART II - MATERIALS</u>

2.01 LANDSCAPE DEVELOPMENT MATERIALS:

A. PLANTING 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-drained, arable site. It shall be free from heavy clay, stones, lumps, plants, roots or other foreign materials, or noxious grass and noxious weeds. It shall not contain toxic substances which may be harmful to plant growth. The pH range shall be 5.0 to 7.0 inclusive. Contractor shall be required to submit test results of all planting soil proposed for use under this Contract for approval by the Owner. In native planting areas, soil pH shall have a tolerance between 5.0-62 Soil additive's such as aluminum sulfate shall be added to the soil to bring the pH to desired levels. All costs projected to be incurred by contractor for such products and their utilization should be considered as included in T.S.U. costs.

B. WATER: All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of plants and shall not contain

1. Water meeting the above standard shall be obtained on the site from the Owner, if available. The Contractor shall be responsible to make arrangements for its use by his tanks, hoses, sprinklers, etc. If such water is not available at the site, the Contractor shall provide such satisfactory water from sources off the site at not additional cost to the Owner.

C. FERTILIZER: Fertilizer shall be complete with micro-nutrients, uniform in composition, dry and free flowing. Fertilizer shall be delivered to the site in the original unopened containers, each bearing the manufacturer's statement of analysis.

D. PEAT MOSS: Peat shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a workable condition free from lumps.

1. Pine Straw, Malaluka or Cypress mulch commercially obtained, free of noxious weeds, sticks, roots and other debris and installed to a depth of

2.02 PLANT MATERIALS (TREES, PALMS, SHRUBS, GROUND COVERS, VINES, AND SOD):

4. PLANT GRADING \$ STANDARDS: Plant species and size shall match those indicated on the drawings. Nomenclature shall conform to STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS Parts | 4 | 1, latest edition published by the Florida Department of Agriculture and Consumer Services.

1. All plants not otherwise specified as being Specimen, shall be Florida Grade Number 1 or better, as defined by the Florida Division of Plant Industry. Specimen means an exceptionally dense, symmetrical plant, so trained or favored in its development that its appearance is unquestionable and outstandingly superior in form, number of branches, compactness and symmetry.

2. All plants shall be freshly dug, sound, healthy, vigorous, well branched and free of disease and insect eggs and larvae and shall have adequate root systems. Palms with marred or burned trunks are unacceptable. Trees for planting rows shall be uniform in size and shape. All materials shall be subject to approval by the Owner. Where any requirements are omitted from the Plant List, the plants furnished shall be normal for the variety. Plants shall be pruned prior to delivery only upon the prior approval of the Owner.

3. Sodding is required in all unpaved areas within the site boundaries unless otherwise shown or noted. Also areas shall be planted with St. Augustine "Floratam" sod. Sod shall be free from pests and weeds, panels laid in staggered rows with no gaps, rolled, fertilized and watered immediately after installation. Sod shall not be laid on top of weeds, sticks, rocks, etc. Prior to sodding or seeding, treat soil with "round-up" plant killer at a rate of 2 oz. per gallon. All debris shall be removed prior to laying sod. Sod retention slopes and bottoms with Argentine Bahia solid sod, pegging sod on slopes 3-1 and greater.

2.03 PLANT MEASUREMENTS:

A. SHADE TREES: Height shall be measured from ground to the average height of canopy. Spread shall be measured to the end of branching equally across the crown which is symmetrical above the main trunk. Measurements are not to include any terminal growth. Single trunk trees shall be free of low crotches that could be points of weak limb structure or disease infestation.

B. SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops. Spread shall be measured to the end of branching equally across the shrub mass. Measurements are not to include any terminal growth.

C. PALMS: Clear trunk (c.t.) 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 or the head. Caliper shall be measured at breast height. Overall height (o.a.) shall be measured from the ground at the time

of installation to a point one-quarter the length of the unopened bud below the bud tip. D. 60D: 60d shall be measured on the basis of square footage. Contractor shall be responsible for coverage of the square footage shown on plans, therefore, shrinkage of materials shall be the responsibility of the Contractor.

2.04 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, as determined by the Owner, for quality, size and variety. Such approval shall not impair the right of inspection and/or rejection at the site during

progress of the work, or after completion, for size and condition of balls and root systems, insects, injuries and latent defects. . Rejected trees, shrubs, or sod shall be removed immediately from the site. Contractor shall submit notice in writing at least on (1) week prior to anticipated date of requested inspection. If requesting an inspection by the Owner, at a site other than the construction site, then Contractor shall pay the Owner's time and expenses incurred during inspection period.

2.05 COLLECTED STOCK: A. COLLECTED PLANT MATERIALS: Plants collected from yards or wild and native strands shall be subject to the same care, handling and guarantee as nursery grown stock. Root pruning shall be completed for an adequate period prior to relocation (6 months minimum) and with a root ball

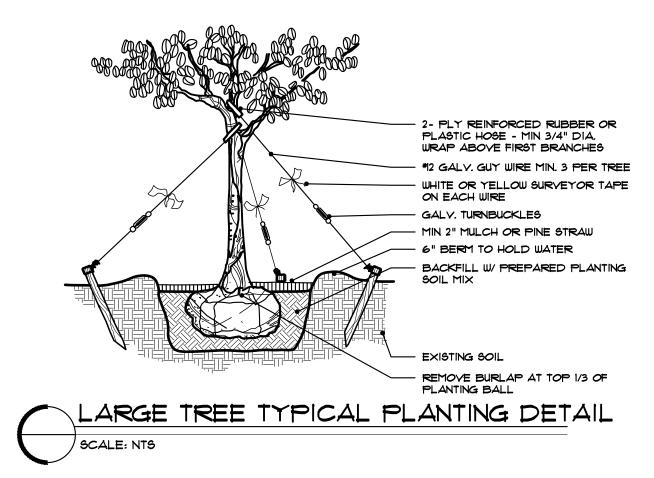
large enough to sustain plant growth 2.06 CONTAINER GROWN STOCK:

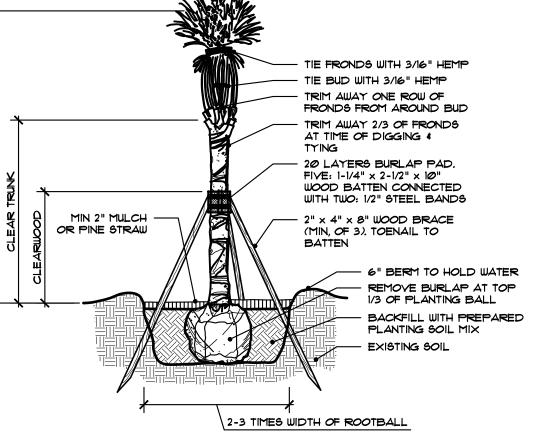
A. CONTAINER GROWN PLANT MATERIAL: It is the Contractor's responsibility to ensure that all container grown materials shall be healthy, vigorous, well-rooted plants and established in the container so that the root mass will retain its shape and hold together when removed from the container. The plants shall have tops which are of good quality and are in a healthy growing condition.

. Plants root bound will be accepted only at prior authorization of the Owner, 2. Plants shall not be handled by stems or foliage.

2.07 MATERIALS LIST:

A. GENERAL: Quantities necessary to complete the work on the Drawings shall be furnished by the Contractor Quantity estimates have been made carefully to serve as a guide for bidding, but the Owner assumes no liability for omissions or errors. All dimensions shall be the minimum acceptable size. Should a discrepancy occur between he Bidders take-off and the plant list quantity, the Owner shall be notified for clarification prior to the submission of bids. Each bid must be submitted on the prescribed form with all unit prices for all materials filled in. Each bid shall be submitted as specified or it will be rejected. The Bidder may add a supplemental information sheet regarding unavailable material, alternate specifications, alternate material types or sizes, special conditions, provisions or requirements. information regarding non-availability of plants must be submitted with each bid or the contractor is responsible for providing the next largest size plant of the same species at no additional cost to the Owner.





PALM TREE TYPICAL PLANTING DETAIL SCALE: NTS

PART III - EXECUTION

3.01 SOIL & GRADING:

Rooted cuttings/4" pots

рH: 5.5-7.0

A. GENERAL: Under this Contract, fine grading shall consist of final finish grading of lawn and planting areas. The Contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finish grade allowing for thickness of sod and/or mulch depth. See curb/grade detail. The Contractor shall fine grade by hand and/or with any necessary equipment. The Owner reserves the right to interpret engineering cross sections of grading during rough and fine grading of the site to establish the final topography.

B. OBSTRUCTIONS BELOW GROUND: The Owner shall select alternate planting locations for a site if underground construction, utilities or obstructions are encountered during the excavation or planting areas or pits. Such changes in location shall be made by the Contractor without additional compensation

C. PLANT MATERIAL LAYOUT: Location of plants and layout of all beds are indicated on the plans. Plant locations are to be staked in the field by the Contractor. Owner and/or Landscape Architect will check staking of plants in the field and will adjust to his satisfaction before planting begins. Where surface or subsurface obstructions are encountered or where changes have been made in construction, necessary adjustments will be approved by the Owner.

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. Backfill all trees and shrubs at the following rate: Back fill to be an approved mixture by the owner.

Trees 3.5" cal. And greater = 1 cubic yard each Trees 1" - 3" cal./30 gal. = 1/2 cubic yard each 10 Gallon container size = 1/4 cubic yard each = 35 plants per cubic yard 3 Gallon container size l Gallon container size = 65 plants per cubic yard

= 6" depth of annual bed mix

1. ROUGH GRADE: Soil should be clean fill dirt, free from weeds, rock, stone, limerock, muck, clay, or any other contamination. The rough grade should not be compacted. Prior to finish grade topsoil, any areas compacted due to construction equipment or otherwise must be removed if soil does not meet specifications. If soil meets specification but has been compacted due to construction, the contractor must de-compact the soil in all turf-grass and planting areas by roto-tilling, disking, or ripping to a depth of 12" minimum. When performing soil de-compaction, multiple passes across the area will be required and when possible, should be at varying angles to ensure adequate coverage. The final pass must be roto-tiled to break up any large clumps. This process must occur again during the final topsoil grading. The contractor must also remove any debris larger than 2" in size both in both the rough

2. ALL PROJECT PLANTING AREAS SHALL RECEIVE A FULL 18" TOPSOIL DEPTH FROM ROUGH GRADE TO PROPOSED FINISH GRADE NEW PLANTING SOILS AS FOLLOWS:

50% Florida topsoi 10% beat 40% course sand

3. FOR EXTERIOR PLANTERS 50% decomposed organic matter (mulch) 50% sand

grade sub-base and the finish grade topsoil

рH: 5.5 - 7.0 4. FOR ANNUALS 25% decomposed organic matter (mulch) 25% sand 25% peat

25% sawdus рH: 5.5 - 7.0 Note: Top-dress bed with annual soil mix

3.02 PLANTING

A. FERTILIZER: Two fertilizers shall be used in all types of plantings except palms. Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags, each bearing the manufacturers statement of analysis, and shall meet the following requirements: six (6) percent nitrogen plus complete micro nutrients, six (6) percent phosphorous, six (6) percent potassium. Tablet fertilizer ("Agriform" or equal) in 21 gram size shall meet the following requirements: twenty (20) percent nitrogen, ten (10) percent phosphorous, five (5) percent potassium.

The two fertilizers will be applied at the following rates: I. PLANT SIZE 6-6-6 "AGRIFORM" TABLET (21 GRAM)

1/3 lb. 1/2 lb. 1"-6" caliper 2 lbs./l"cal. 2/l" calipe 6" and larger 3 lbs./1"cal. 2/1" calipe

2. Magnesium sulfate or "Palm Special" will be applied to all palms at installation at a rate of 1/2 lb. per inch of trunk caliper.

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. Each plant shall be set in the center of the planting pit (see planting details). Planting soil shall be thoroughly "watered-in" to remove all air pockets around the root ball. All burlap, rope wires, etc. shall be loosened from the top and sides of the ball, but no burlap shall be pulled from

C. WATER BASIN: A basin shall be built around all plants or trees which stand alone and are not in larger mulched beds. A water-holding soil-dam shall be built on the outside edge of the planting pit to form a basin of sufficient volume to "pond" water.

D. PRUNING: Each tree shall be pruned to preserve the natural character of the plant as shown on the Drawings. All soft wood (sucker growth) and all broken or badly damaged branches shall be removed with a clean cut flush with trunk or branch so as to leave no stubs. All pruning shall be previously approved by Owner. E. TREE GUYING AND BRACING: Trees shall be firmly staked or guyed in accordance with the plans and planting details immediately after planting to prevent wind damage.

F. MULCHING: Within 2 days after the planting, apply mulch materials moistened at the time of application to prevent wind displacement. It shall be uniformly applied to a minimum depth of 3" over all tree, shrub, hedge and ground cover planting areas. Where trees are located in socided areas (18" radius from the face of the trunk) circular mulch layer shall be applied around the base of each tree. G. BED LINES: Bed lines shall have well defined trench edges to contain mulch. Hedge lines shall be laid out with stringline in the field per plan layout. Trees or shrubs shown in a line on the plan shall have the trunks/canopies in proper

alignment upon visual inspection after installation. Ground cover and shrub beds shall be planted on triangular spacing with plants installed and faced for optimum growth into the bed. H. CLEARANCE AND BED LINES: Trees, palms and shrubs shall be planted so as to maintain adequate clearance from the edge of walks and along building walls. Curvilinear bed lines shall be accurately scaled from plans and laid-out in the field. If field conditions are different from plans, immediately notify the landscape architect of on-site representative for field adjustment of materials.

1. FIELD ADJUSTMENTS: The landscape architect reserves the right to make minor adjustments, in the field, to the locations of trees, palms, shrubs and ground covers, without charge from the landscape contractors. Revisions can be

A. WEED CONTROL: Landscape fabric - weed control shall be utilized. See specifications.

made for aesthetic or health, safety welfare reasons or request from the Owner.

B. NOXIOUS WEEDS: All landscape areas shall be free of nut grass, torpedo grass, and other noxious weeds. "Round-up" or approved equal shall be applied to all planting areas as needed and determine on-site by the Owner for weed control. Landscape Contractor is responsible for the removal of all weeds appearing on the site prior to the final acceptance of the work by the Owner 3.04 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 by the contractor until final acceptance. All palms will be untied and dead fronds removed at the direction of the Owner. Apply "XL 2G" granular herbicide (contains surflan) per manufacturer's directions to all plant bed areas prior to mulching. Use a properly calibrated granular 3.05 PLANT WARRANTIES AND REPLACEMENT POLICY:

A. PLANT MATERIAL: The Contractor must guarantee the life and satisfactory condition of all plant material planted for a minimum of one (1) calendar year, which commences at the time of the Owner's acceptance. Any plant that deteriorates in health and appearance so as to become a lesser specification and/or grade from that which was originally installed shall be replaced. Payment shall be the responsibility of the party controlling the factors causing the plant failure. It shall be the duty of the Owner to make decisions regarding financial responsibility for replacement. i.e. defective or poorly maintained plant (contractor's responsibility), chemicals introduced into soil by project

B. REPLACEMENTS: Either the Contractor or the Owner may make the decision to replace. However, if the Owner requests a replacement, then the Contractor shall oblige.

C. PLANTS: All plant replacement shall be made with the same species, size and grade plants as was in place at the beginning of the service period or with another plant of comparable value which is acceptable to the Owner. D. REPLACED PLANTS: All plants to be replaced must be removed from the site and replaced within 1 days.

E. All stakes, bounding and guying devices shall be removed from the site once trees and palms are established and no later than end of the eleventh month of the warranty period.

F. SOD: Sod shall be guaranteed for one (1) year dating from the date of final acceptance. G. MATERIALS AND OPERATIONS: All plant replacements shall be of the same kind and size as specified in the Plant List. They shall be furnished, planted and mulched as specified under original specifications and planted at no

additional cost to the Owner. 3.06 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 pertaining to the Contract. Any replacement at this time shall be subject to the same one (1) year guarantee (or as specified by the Owner in writing) beginning with the time of replacement.

B. INSPECTION: A follow-up inspection will occur during the warranty period to determine status of the plants. At this time, any unacceptable plants must be replaced and they will again be subject to a one-year warranty.

C. PACKAGED MATERIALS: When delivering materials in containers, show the weight, analysis and name of the manufacturer. Protect materials from deterioration during delivery, and while stored at site. Materials delivered to the site

shall be left in their original boxes, wrappings or containers until such time as they are employed in the project construction. This provision does not include unpacking for inspection purposes D. SOD: The delivery of sod shall be timed so that the sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of panels or rolled strips.

E. TREES AND SHRUBS: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by the owner. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery. F. PLANT DELIVERY: Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather

G. CONTAINER PLANTS: Do not remove container grown stock from containers until planting time H. STORAGE: The Contractor shall be responsible for storage and protection of materials to be used in his portion of the project work until final acceptance of the project by the Owner. Contractor also shall be solely responsible for his tools and equipment left on the job site. The landscape contractor shall be responsible for taking all necessary measures to protect the installed and/or on-site materials from theft prior to final acceptance.

I. SUBSTITUTIONS: Any substitutions made for reason of unavailability of materials or other reasons must be approved by the Owner and Landscape Architect. J. MATERIALS: All material and manufacturer warranties and guarantees shall be given to the Owner at the final acceptance of the project

REMOVE ALL FRONDS

LEAVE 7-3/4" OF BUD

DO NOT DAMAGE BUD

NO SCRAPS ON TRUNK

20 LAYERS BURLAP PAD.

WOOD BATTEN CONNECTED

WITH TWO: 1/2" STEEL BANDS

- MIN 2" MULCH OR PINE STRAW

BACKFILL WITH PREPARED

--- 6" BERM TO HOLD WATER

1/3 OF PLANTING BALL

PLANTING SOIL MIX

EXISTING SOIL

PEMOVE BURLAP AT TOP

FIVE: 1-1/4" × 2-1/2" × 10"

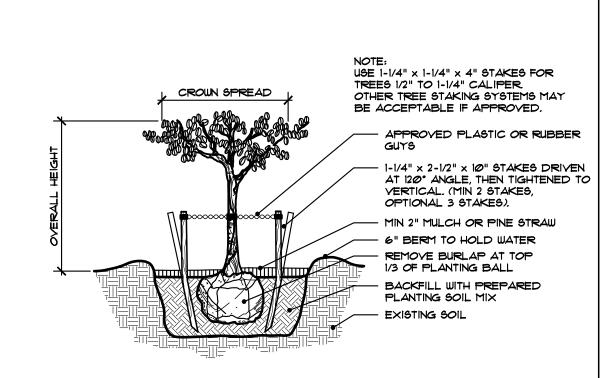
 $-2" \times 4" \times 8"$ WOOD BRACE

(MIN, OF 3). TOENAIL TO

(NO BOOTS)

\ 2-3 TIMES WIDTH OF ROOTBALL

and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.



SABAL PALM TYPICAL PLANTING DETAIL SMALL TREE TYPICAL PLANTING DETAIL SCALE: NTS SCALE: NTS

Landscape Architect, RLA 000151

Scott Windham, AS

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JOB *: 046-18

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LIGHTING LEGEND

SYMBOL QTY TYPE

ALLIANCE LIGHTING, 18-RISER 10 18" RISER (TO BE USED IN SHRUB BEDS AS NOTED)

ALLIANCE LIGHTING, BL200-LED-6W-F (USE WITH HONEYCOMB LENS, CLEAR LENS)

ALLIANCE LIGHTING, AL850-LBIPIN-LED-200LM 24" PATH LIGHT (ALSTEM24)

ALLIANCE LIGHTING, XF150 TRANSFORMER (CONTRACTOR TO CONFIRM LOAD & VOLTAGE DROP, SIZE UP ACCORDINGLY)

LIGHTING ZONE 1 SCHEMATIC WIRE DIAGRAM

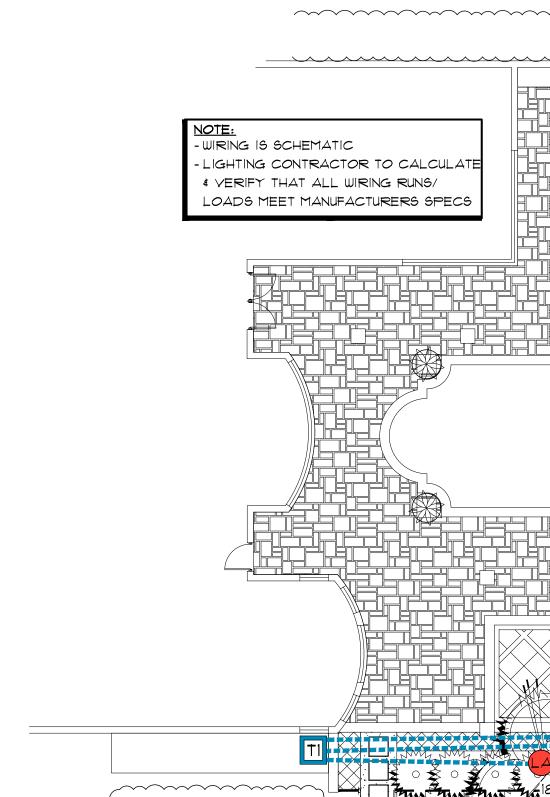
LIGHTING NOTES

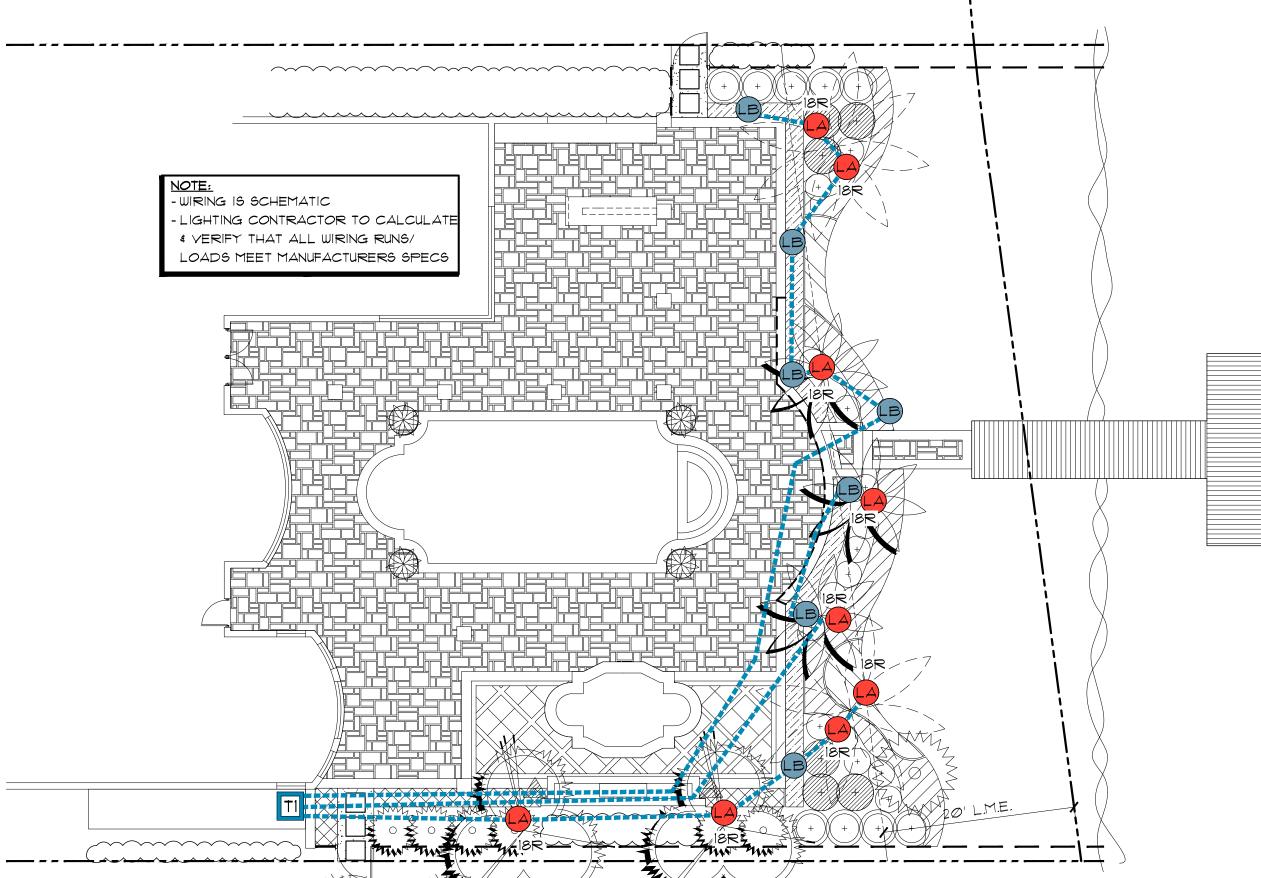
- THIS PLAN IS INTENDED FOR LANDSCAPE LIGHTING PURPOSES ONLY. ALL LIGHTING FIXTURES AND TRANSFORMERS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN COMPLIANCE WITH ALL
- LOCAL BUILDING SAFETY CODES AND ORDINANCES. - CONTRACTOR TO VERIFY LIGHT CONTROL WOWNER
- -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 PYC 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-115 STANDARDS: 99% PURE PVC PLASTIC MIXED WITH THE LATEST IN UV INHIBITORS, 99.5% 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

- UPON COMPLETION OF INSTALLATION, CONTRACTOR SHALL VERIFY THAT ALL TRANSFORMERS ARE WITHIN THE MAXIMUM ALLOWABLE AMPERAGE LOAD PER MANUFACTURER STANDARD'S

- 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







Scott Windham, ASLA

p.o. box 1239

phone: 239.390.1936 fax: 239.390.1937

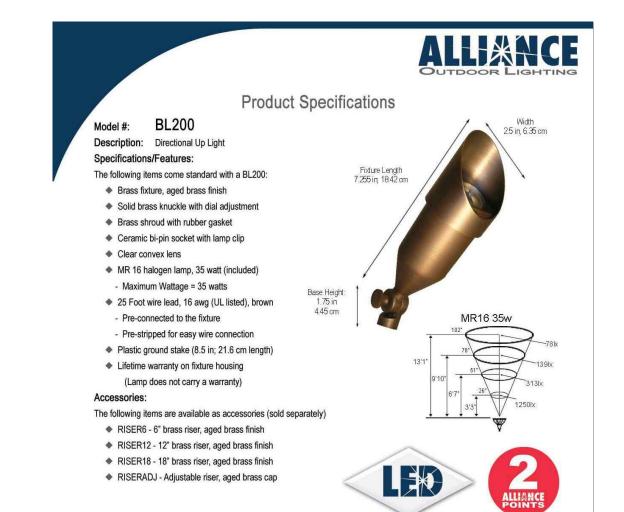
Landscape Architect, RLA 0001516

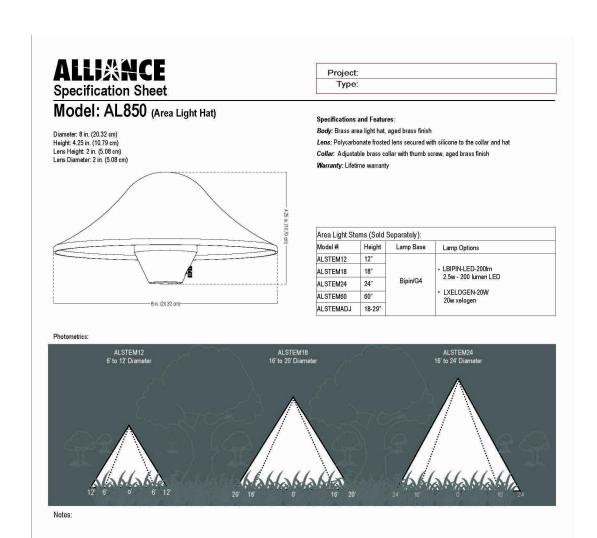
studio in c.

bonita springs, florida 34133

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Construction Engineering & Inspection (CEI)

Construction Services
Contract Government
Services

Data Technologies & Development

Electrical Engineering Emergency Management Engineering

Environmental Services
Facilities Management

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Indoor Air Quality
Land Development
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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

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

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.

TAMPA / CLEARWATER

JACKSONVILLE



Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS TA

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.

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

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Water/Wastewater

Treatment Facilities

Website Development/ Computer Graphics

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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
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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

			Gove	rnmental Fun	ds						
			Debt	Service Fund	ls			Account	Groups		Totals
							Ge	eneral Long	General Fixed	(M	emorandum
	Ger	neral Fund	Se	ries 2012	Se	eries 2015	1	erm Debt	Assets		Only)
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)		-			_		_	<u>-</u>	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

				rnmental Fun								
			Deb	t Service Fund	ls		_	Account	Grou	ıps		Totals
	Gon	eral Fund	e.	eries 2012	c	eries 2015		eneral Long Ferm Debt	Ge	eneral Fixed Assets	(Memorandum Only)	
	Gen	erai ruiiu	3	eries 2012	3	eries 2015		renn best		Assets		Only)
Liabilities												
Accounts Payable & Payroll Liabilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Due to Other Funds												-
General Fund		-		-		-		-		-		-
Debt Service Fund(s)		-		-		-		-		-		-
Other Governments				-								-
Bonds Payable		-										-
Current Portion		-		-		-	ç	\$1,070,000.00		-		1,070,000
Long Term		-		-		-	\$2	22,585,000.00		-		22,585,000
Total Liabilities	\$	-	\$	-	\$	-	\$	23,655,000	\$	-	\$	23,655,000
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						-		<u>-</u>		343,582
Total Fund Equity and Other Credits	\$	535,089	\$	595,685	\$	1,223,869	\$	-	\$	36,514,917	\$	38,869,560
Total Liabilities, Fund Equity and Other Credits	\$	535,089	\$	595,685	\$	1,223,869	\$	23,655,000	\$	36,514,917	\$	62,524,560

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	*	Ψ	Υ .	r	*	Ψ	Ψ	Ψ	Ψ		Ψ	,
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	-	-	-	_	_	-		_	_	-	0	N/A
State Revenue Sharing-Emergency Mgmt Assis	-	-	-		9,123	-	-	_	_	9,123	0	N/A
Intragovernmental Transfer In	_	_	_	_	-, -	_	_	_	_	- · ·	0	N/A
<u> </u>	\$ 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	-	-	-	-	-	-	-	_	-	-	-	N/A
Communications & Freight Services												
Postage, Freight & Messenger	134	56	58	66	46	57	-	129	58	604	400	151%
Insurance	5,778	-	-	_	_	-	-	-	-	5,778	5,800	100%
Printing & Binding	249	67	106	249	196	198	-	163	-	1,229	1,200	102%
Website Maintenance	50	50	50	50	50	50	-	100	50	450	1,000	45%
Office Supplies	-	-	-	_	_	-	-	-	-	-	, -	N/A
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

											Total Annual	% of
Description	October	November	December	January	February	March	April	May	June	Year to Date	Budget	Budget
Legal - General Counsel	-	2,276	4,078	-	5,866	1,186	-	1,414	358	15,177	30,000	51%
Legal - Litigation	-	-	-	-	-	-	-	-	-	-	- 20.000	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 NPDES	-	1,776 -	-	1,064	418	-	-	5,650 -	664	9,571 -	15,000 250	64% 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

Prepared by:

Miromar Lakes Community Development District General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance Through June 30, 2019

escription	October	November	December	January	February	March	April	May	June	Year to Date	l Annual udget	% 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	-	-	-	-	-	-	-	-	-	-	-	N/A
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		\$ 316,379		\$ 637,654			\$ 738,945	\$ 561,095	•	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	No	vember	December	Janu	ary	February	_1	March	April		May	June	Year to Date	Total Annua Budget	l % of Budget
Revenue and Other Sources																	
Carryforward	\$	-	\$	-	\$ -	· \$	-	\$ -	\$	-	\$ -	\$	- \$	-	-	\$ 410,000	N/A
Interest Income																	
Reserve Account		3,631		36	4	1	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	ļ	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	, 2	3,038	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	\$ 2	3,386	\$ 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	5 2	3,386	27,903		12,962	16,037		(693,536)	16,189	(438,568)	-	
Fund Balance - Beginning		1,034,253		1,040,556	559,399	1,19	2,745	1,216,131	1	,244,034	1,256,995	1	,273,032	579,496	1,034,253	870,552	
Fund Balance - Ending	Ġ	1,040,556			\$ 1,192,745			\$ 1,244,034			\$ 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	\$ -	