

# MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

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## AGENDA

AUGUST 12, 2021

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PREPARED BY:

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# MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

August 5, 2021

Board of Supervisors

Miromar Lakes Community Development District

Dear Board Members:

This Public Hearing of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Thursday, August 12, 2021, at 2:00 P.M.** in the Library at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

The following WebEx link and telephone number are provided to join/watch the meeting remotely.

<https://districts.webex.com/districts/onstage/g.php?MTID=ed4b6cfe60af183299bb0b0e40f62ffee>

Access Code: **179 089 9855**, Event Password: **jpward**

Phone: **408-418-9388** and enter the access code **179 089 9855** to join the meeting.

## *Agenda*

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1. Call to Order & Roll Call.
2. Consideration of Minutes:
  - I. July 8, 2021 – Regular Meeting
3. Old Items:
  - I. Agreement with Master HOA to include use of Reserve Funds.
  - II. Discussion of Master Stormwater System Rules of Procedure
4. Staff Reports
  - I. District Attorney
  - II. District Engineer
  - III. District Asset Manager
    - a) Operations Report August 1, 2021
  - IV. District Manager
    - a. Financial Statement for period ending July 31, 2021 (unaudited)
5. Supervisor's Requests and Audience Comments

6. Adjournment.

The first order of business is the Call to Order & Roll Call.

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The second order of business is the consideration of the July 8, 2021, Regular Meeting minutes.

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The third order of business is to continue the discussion related to the use of reserves for the District's landscaping system along with the Rules related to the Master Stormwater System.

Item 3 (I) - The amendment to the agreement is in draft form and has been provided to the Master HOA for review. We can discuss this at the meeting and incorporate any changes from the Board.

Item 3 (II) - The Rule is set for a Public Hearing at the September 9, 2021 meeting. Enclosed is a redline of a few changes to better develop the concept of outlining how the District will evaluate encroachments into the process for review.

As a part of this process, the professional staff is working on the permitting application process, an inventory of the entire water management systems encroachments, including any property owner installed rip rap, and a recommendation on expansion of the percentage of rip rap permitted by the County.

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The fourth order of business are staff reports by the District Attorney, District Engineer, and District Asset Manager, including the Operations Report, dated August 1, 2021, and District Manager, including Financial Statement for period ending July 31, 2021 (unaudited).

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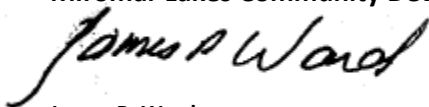
The fifth order of business is the consideration of the Supervisor's Requests and Audience Comments.

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

**Sincerely yours,**

**Miromar Lakes Community Development District**



**James P. Ward**  
District Manager

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

10 The Regular Meeting of the Board of Supervisors of Miromar Lakes Community Development District  
11 was held on Thursday, July 8, 2021, at 2:00 P.M. at the Library in the Beach Clubhouse, 18061 Miromar  
12 Lakes Parkway, Miromar Lakes, Florida 33913.  
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**Present and constituting a quorum:**

Alan Refkin	Chairperson
Michael Weber	Vice Chair
Doug Ballinger	Assistant Secretary
Patrick Reidy	Assistant Secretary
Mary LeFevre	Assistant Secretary

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**Also present were:**

James P. Ward	District Manager
Greg Urbancic	District Attorney
Charlie Krebs	District Engineer
Bruce Bernard	Asset Manager

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**Audience:**

Tim Byal

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All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

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**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE  
TRANSCRIBED IN *ITALICS*.**

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

District Manager James P. Ward called the meeting to order at approximately 2:00 p.m. He conducted roll call; all Members of the Board were present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes**

**June 10, 2021 – Regular Meeting**

Mr. Ward noted there were blanks for names of speakers who were most likely off camera.

Discussion ensued regarding corrections which needed to be made and who was speaking when.

49 Mr. Ward stated the corrections would be made and names would be added.  
50

51 **On MOTION made by Ms. Mary LeFevre, seconded by Mr. Doug**  
52 **Ballinger, and with all in favor, the June 10, 2021, Regular Meeting**  
53 **Minutes were approved as amended.**  
54

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56 **THIRD ORDER OF BUSINESS**

**Old Items**

57  
58 **I. Agreement with Master HOA to include use of Reserve Funds**  
59

60 Mr. Ward indicated he and Mr. Urbancic would meet with the Miromar HOA over the next three  
61 weeks and have this back before the Board for consideration at the next Board Meeting.  
62

63 **II. Discussion of Master Stormwater System Rules of Procedure**  
64

65 Mr. Ward indicated there was a redline copy of the Rules of Procedure in the Agenda which showed  
66 the changes from the last meeting. He explained the changes codified important points discussed at  
67 the previous meeting: 1) The District would not maintain beaches. 2) Identified what could be done  
68 within a lake maintenance easement as a property owner. He asked if there were any questions or  
69 comments.  
70

71 Mr. Weber stated after these Rules were finalized it would be necessary to review the various  
72 violations to determine which violations needed to be addressed.  
73

74 Mr. Ward noted unless there was an egregious problem, he did not feel the District should require  
75 residents to remove something (fence, planting, etc.) already in place; the District might need to  
76 identify these violations internally, and on a going forward basis, in partnership with the HOA, the  
77 District could get a handle on the situation.  
78

79 Mr. Weber stated the District would run into difficulty when residents wished to install an  
80 encroachment similar to a neighbor's violating encroachment; said resident would be upset their  
81 neighbor was permitted to have the encroachment, but they were not.  
82

83 Mr. Ward indicated the Rules set in place a procedure from today going forward. He stated as the  
84 encroachments had to go through the HOA for approval (this was the normal process), the District  
85 would need to work closely with the HOA regarding what residents wished to install in an easement  
86 area. He stated the District would need to determine which encroachments were minor versus  
87 major.  
88

89 Mr. Weber stated some people would seek approval for encroachments and others would not. He  
90 asked how unapproved encroachments might be halted before completion and how the District  
91 would handle the situation if these encroachments were completed without approval. He noted the  
92 District needed a better mechanism of communication with the residents in this regard, maybe  
93 through the HOA.  
94

95 Mr. Ward stated in the context of these rules, it would be impossible to stop residents from  
96 constructing or planting encroachments without HOA approval. He stated if the District wished to  
97 have the power to require residents to remove certain encroachment violations, another document  
98 would need to be created to deal with the situation.

99

100 Mr. Weber stated if there were no consequences for breaking the rules, the rules were pointless.

101

102 Mr. Ward indicated CDDs had very little enforcement power; HOAs had a stronger enforcement  
103 power. He stated the CDD needed to figure out a way to deal with the situation and he was unsure  
104 how this could be accomplished.

105

106 Mr. Refkin stated he felt these Rules were a good step forward, but additional steps needed to be  
107 taken.

108

109 Mr. Tim Byal discussed residents being responsible for rip rap installed without proper approval.

110

111 Discussion ensued regarding rip rap; the percentage of rip rap in Miromar being around 50% which  
112 was close to the maximum (65%); the possibility of having the maximum percentage increased;  
113 prioritizing where the remaining rip rap percentage would be placed; and who was responsible for  
114 asking the County for an increase in rip rap maximum percentage.

115

116 Mr. Ward indicated the CDD was responsible for maintaining the rip rap and therefore was  
117 responsible for communicating with the County regarding the rip rap.

118

119 Mr. Krebs indicated originally it was the CDD and Miromar working together; two entities owned the  
120 lakes. He stated the County liked to have the landowners involved in the process (the CDD and the  
121 developer).

122

123 Mr. Ward stated he felt these Rules gave the CDD a better idea of who was going to do what, when.  
124 He noted it was good to know the District could possibly increase the rip rap percentage.

125

126 Ms. LeFevre asked if nonapproved rip rap was included in the percentage of rip rap on the lakes.

127

128 Mr. Krebs stated he had an exhibit which would illustrate the areas of rip rap permitted by the  
129 developer and the areas where rip rap had been conceptually approved through the zoning process.

130

131 Ms. LeFevre indicated she was curious if the nonapproved rip rap was included.

132

133 Discussion ensued regarding where rip rap was located.

134

135 Mr. Krebs displayed and discussed the exhibit illustrating the locations of rip rap noting resident  
136 installed rip rap was permitted through County zoning, if not by the CDD.

137

138 Discussion ensued regarding which areas of rip rap were approved, which were included on the  
139 development orders, which were resident installed, and the possibility of increasing the permitted  
140 rip rap percentage.

141

142 Ms. LeFevre asked if the resident installed rip rap not approved by the CDD should be accepted into  
143 the maintenance program.

144

145 Mr. Ward responded in the negative; the Rules stated District installed and approved rip rap would  
146 be maintained, but anything not approved by the District, even if approved by the County, would  
147 not be included in the maintenance program. He stated as such, if a non-CDD-approved resident-  
148 installed rip rap system failed, it would be the responsibility of the resident to repair.

149

150 Discussion ensued regarding the CDD having already maintained much of the resident-installed rip  
151 rap systems; and the CDD having repaired most of the rip rap in the development after Hurricane  
152 Irma.

153

154 Mr. Reidy discussed how confusing it was for residents, homeowners, the HOA, everyone,  
155 understanding who was responsible for maintaining what, what types of property improvements  
156 needed approval from whom, etc. He stated it was important to get this agreement out to property  
157 owners. He noted if the agreement was sent and a homeowner did not read it, the responsibility fell  
158 upon the homeowner; the CDD would have fulfilled its responsibility.

159

160 Mr. Byal indicated the work done following Irma was a one-time event; this would be the new  
161 framework going forward and the District would not be obligated to maintain unapproved and  
162 unaccepted rip rap.

163

164 Mr. Weber asked if the CDD had been maintaining unapproved/unaccepted rip rap, how should the  
165 CDD proceed moving forward.

166

167 Mr. Refkin explained the CDD agreed the lakeshores were a disaster and the CDD decided to  
168 straighten out the situation, bring the lake banks up to standard and then, moving forward,  
169 maintenance responsibilities would fall upon the homeowner for non-CDD-approved lake bank  
170 systems. He stated historically the CDD never intended to maintain the homeowner installed rip rap  
171 areas on a continual basis.

172

173 Mr. Ward stated the rule was clear on what the CDD would maintain on a going forward basis. He  
174 stated with respect to any of these encroachments, whether homeowner installed and CDD  
175 maintained, or homeowner installed and non CDD maintained, the CDD had the right to develop a  
176 policy regarding exactly what the CDD would maintain or not maintain. He stated the CDD could  
177 create a map and choose to maintain what it wished on a going forward basis; however, the rule  
178 would set the policy and procedure. He stated the Rule stated the rip rap the District fixed or  
179 installed would be maintained (the rip rap repaired after Irma was now a District installed rip rap  
180 asset). He stated if the CDD had been maintaining certain encroachments and wished to continue  
181 maintaining said encroachments, the CDD had a right to do so. He stated the CDD had a right to  
182 maintain or not maintain whichever homeowner encroachments it wished, whether it be rip rap or a  
183 fence or landscaping.

184

185 Ms. LeFevre disagreed; the CDD was responsible for maintenance of the lake banks and needed a  
186 plan in place to ensure all residents were treated fairly before the rules were approved.

187

188 Mr. Ward indicated the rules did treat the residents fairly and provided a consistent description  
189 regarding what the CDD would and would not do. He stated the issue of whether Mr. Bernard was

190 maintaining homeowner installed rip rap was ancillary to the rule. He explained the CDD had spent  
191 a significant amount of money repairing the drainage system and this needed to be protected. He  
192 explained at the moment, the way the rules were written was inconsistent with what the CDD was  
193 trying to accomplish. He stated if the CDD fixed the rules and indicated the District was going to  
194 maintain its asset: the drainage system, the lake maintenance easement, and the rip rap in  
195 easement, as defined in the new rule, it would serve as a clear policy the CDD would follow. He  
196 stated the ancillary items, such as fencing, plants, trees, owner installed rip rap, etc., could be dealt  
197 with outside of the context of the rules in a procedural manual.  
198

199 Mr. Refkin agreed with Ms. LeFevre. He stated the CDD was operating within its Budget, but there  
200 was no detailed list illustrating exactly where the CDD's monies were spent. He stated he believed  
201 the CDD would be better able to control the situation if it saw exactly where its money was going.  
202 He recommended being proactive about keeping track of expenditures.  
203

204 Mr. Weber stated Ms. LeFevre was referring more to operations than financials; for example, if a  
205 homeowner wanted to encroach upon CDD property, what was the procedure, who would the  
206 homeowner call, etc. He explained at this point there was no way for a homeowner to figure this  
207 out; therefore, the homeowner simply went ahead and encroached.  
208

209 Discussion ensued regarding the residents not knowing standard procedures; residents not  
210 contacting the CDD when necessary; and CDDs not having great enforcing powers.  
211

212 Ms. LeFevre stated encroachments upon CDD property causing the CDD expense should be brought  
213 before the Board for consideration; the Board should be hearing about these encroachments and  
214 expenses.  
215

216 Mr. Weber indicated the Board should be presented with a list of what was being approved by  
217 management (Mr. Ward, Mr. Bernard, Mr. Urbancic, and Mr. Krebs).  
218

219 Mr. Ballinger noted Mr. Bernard, as the Asset Manager, handled activity within the Community at a  
220 local level.  
221

222 Mr. Bernard stated basically, a Budget was created, and a list of where money would be spent was  
223 created; for example, a list of which areas would have rip rap repair or installation was created and  
224 approved by the Board, at which point he would proceed with the repair and installation. He  
225 explained if additional funds were needed for some reason, or if another area needed rip rap repair,  
226 he would come back before the Board for approval.  
227

228 Mr. Refkin stated recently a study was recently completed which cost the CDD \$11,000 dollars. He  
229 explained he only knew this because he asked Mr. Ward. He asked where these expenditures were  
230 documented. He stated he understood these were preapproved expenditures which were included  
231 in a lump sum approval, but he wished to see a detailed documentation of these expenditures,  
232 approved or not.  
233

234 Ms. LeFevre stated she understood the repair of resident-installed rip rap following Irma was  
235 intended to be a one and done situation; however, the CDD was conducting continued repair and  
236 maintenance at the CDD's expense. She stated she was led to believe if a resident installed rip rap,  
237 said resident was then responsible for maintenance and repair. She stated this was the issue which



238 needed to be discussed: should the CDD continue to maintain these areas. She noted deciding this  
239 would enable Mr. Bernard to proceed or discontinue maintenance of certain areas with the distinct  
240 approval of the CDD. She stated the CDD had not been consistent in this regard and needed to be  
241 so. She stated a rule should be put into place clearly indicating if a resident installed rip rap without  
242 approval of the CDD, said resident would be held responsible for all maintenance and repair.

243  
244 Mr. Ballinger noted current policy was put into place in 2016 as a result of SFWMD demands, one  
245 year before Irma; now the CDD needed to create a new policy for the future.

246  
247 Mr. Byal stated according to permit regulations the CDD was responsible for maintaining the  
248 shoreline. He stated any resident who installed rip rap actually saved the CDD money as areas  
249 without rip rap were much more damaged than those with. He stated rip rap reduced long term  
250 maintenance costs as a general rule.

251  
252 Mr. Weber stated the CDD was not responsible for the maintenance of beach shoreline.

253  
254 Mr. Urbancic explained there were locations around Miromar with beach easements in which the  
255 easement was dedicated to the Master HOA or a neighborhood association. He indicated there  
256 were also situations in which there were both a lake bank easement (dedicated to the CDD), as well  
257 as a beach easement (not dedicated to the CDD).

258  
259 Mr. Krebs agreed; the maintenance easement allowed the District access along the shoreline, but  
260 the beach and sand itself was designated as the responsibility of the adjacent HOA or Master  
261 Association. He noted if an HOA decided to take out the sand and put in sod, the CDD could take  
262 over the maintenance of the lake bank.

263  
264 Discussion ensued regarding beach shoreline.

265  
266 Mr. Urbancic noted developing rules and regulations was the easy part; trying to enforce rules and  
267 regulations would be the difficult part. He stated until the CDD could integrate CDD policies and  
268 procedures into the Design Review or Architectural Review (ARC) there would be problems as the  
269 CDD would not have an individual monitoring the shoreline daily determining who encroached on a  
270 lake maintenance easement with pavers or a tree or a fence, etc. He indicated the CDD could  
271 integrate its policies into the ARC to ensure residents were aware of CDD rules in this manner. He  
272 noted per his experience in other communities, this was the most effective way to communicate  
273 CDD rules and regulations to the community.

274  
275 Mr. Byal indicated when a resident applied for an encroachment upon CDD property, said resident  
276 was informed of the need to contact the CDD for approval.

277  
278 Mr. Urbancic noted London Bay had contacted himself regarding a few residents who wished to  
279 encroach upon the CDD's lake bank easement. He indicated he had informed these residents that  
280 the CDD was in the process of adopting a procedure which the residents would need to follow. He  
281 noted encroachments had been approved before with an encroachment agreement and the CDD  
282 was now formalizing the process. He stated he was formulating a resolution to present to the CDD  
283 at the next Board Meeting finalizing this process. He indicated with respect to things done in the  
284 past, even if it was an improvement (such as rip rap installation), this did not change the fact it was  
285 an encroachment into the CDD's lake maintenance easement. He stated the CDD still had easement

286 rights and could ask residents to remove encroachments; the CDD had the right to work within the  
287 easement as necessary, just as the City had the right to pull up pavers in a driveway easement to do  
288 work.

289  
290 Mr. Weber noted if these rules were approved today, it was important to remember this was a first  
291 step and the next step was to develop an operational-type procedure, as well as a reporting-type  
292 procedure; however, these rules were needed to give the CDD a starting place.

293  
294 Mr. Reidy stated section 3 of the agreement described what the CDD was responsible for in regard  
295 to lake area maintenance; section 4 was drainage into the lakes. He noted this section indicated  
296 homeowners could ask the CDD for the right to drain into the lakes. He stated section 6a indicated  
297 if storm drains had not been turned over to the District, the owner of the storm drain would be  
298 responsible for the storm drains. He asked if the CDD knew which storm drains had and had not  
299 been turned over to the CDD.

300  
301 Discussion ensued regarding which subdivisions had and had not turned over all storm drains; condo  
302 storm drains not having been turned over to the CDD.

303  
304 Mr. Reidy suggested approaching the condominiums regarding the storm drains. He recommended  
305 approaching the newer subdivision developments as they were completed regarding storm drains  
306 and stormwater turnover.

307  
308 Mr. Krebs indicated single family home systems were automatically turned over to the CDD upon  
309 completion.

310  
311 Mr. Byal indicated it was expensive to have storm drain systems inspected for turnover and condo  
312 HOAs did not necessarily wish to spend the money for turnover.

313  
314 Mr. Ward stated in Ravenna, the HOA did not wish to give the CDD the deeds to the lake without  
315 concessions: control over how the District maintained the lake, guaranteed voting rights, etc.

316  
317 Mr. Reidy asked if anyone had approached Bella Vista.

318  
319 Mr. Ward responded in the negative.

320  
321 Mr. Refkin, who lived in Bella Vista, discussed the situation in Bella Vista noting Bella Vista was  
322 focusing on replacing the roof at this time.

323  
324 Mr. Reidy indicated if he were a homeowner in Bella Vista, he would at least want to be aware.

325  
326 Discussion ensued regarding Bella Vista residents not being aware of what the CDD was; making  
327 HOAs aware of the possibility of turning over responsibility to the CDD; the CDD needing to make  
328 new subdivision developments aware of the need to turn over stormwater systems to the CDD; and  
329 the developers being aware of the need to turn the water management systems over to the CDD.

330  
331 Discussion continued regarding water management systems; who was responsible for water  
332 management systems which were not turned over to the CDD; and the CDD not being able to force a  
333 development to turn over the water management system.

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Mr. Weber stated he agreed it would be ideal for the CDD to maintain the water management system in its entirety. He agreed it was a good idea to explain the importance of turning over the water management system to the CDD to the different subdivisions.

Discussion ensued regarding the CDD not accepting any water management systems or lake shores which were not in compliance.

Mr. Reidy asked if there was a survey which showed where the 20-foot lake maintenance easement ended.

Mr. Bernard responded every resident had this information through the homeowner's property survey.

Mr. Urbancic explained everything was recorded, but practically speaking, without putting out stakes, the exact location of the easement boundary was not known.

Mr. Reidy asked if the CDD had a formal policy of acceptance regarding water management systems, storm drains, and the like.

Mr. Krebs stated to date the CDD had never had a resident come forward requesting to turn rip rap over for maintenance. He noted whatever rip rap area had been turned over was through a turnover package via the developer.

Mr. Reidy stated the CDD needed a procedure in place regarding acceptance of such things.

Mr. Krebs noted this procedure would be similar to the procedure used for accepting turnover from a developer.

Mr. Urbancic noted there was no template in place other than what was done in the past, but he could make the procedure as formal as the CDD wished.

Mr. Ward stated on a going forward basis, if these rules were adopted, the CDD needed to put a better set of procedures in place regarding how to implement the rules.

Mr. Reidy stated he felt the CDD should simply maintain all rip rap areas installed by homeowners as this was beneficial for the shoreline and it was difficult to know exactly where the easement boundary ended. He stated if the CDD was responsible for the shoreline, and the rip rap was helpful in maintaining the shoreline, it seemed the CDD should maintain this rip rap.

Mr. Ward agreed the CDD needed to write up a set of procedures. He stated he did not want the CDD to be responsible for maintaining inferior rip rap installations such as was done in Ravenna; therefore, a procedure needed to be developed to deal with such instances. He noted, however, as a general policy, the CDD would maintain all rip rap in the system, but it needed to be built to a certain standard and a procedure to better define this would need to be written as well.

380 Discussion ensued regarding maintaining existing rip rap within the water management system  
381 accepted by the CDD; and the existing rip rap mostly having been installed by the CDD at this point  
382 due to the past four years of lake shore renovation.

383  
384 Mr. Bernard noted due to the renovation project, most of the lakeshores were up to CDD standards  
385 and there was not much repair needed at this point.

386  
387 Mr. Reidy asked if another storm event occurred, was the CDD prepared to repair the lakeshores  
388 again.

389  
390 Mr. Bernard noted a reserve study was being conducted to determine how much was needed in the  
391 reserves for this purpose. He noted at this point there were no major rip rap repairs needed;  
392 maintenance was only budgeted at between \$30,000 dollars and \$40,000 dollars this year.

393  
394 Mr. Refkin asked where the turbidity barriers were being stored.

395  
396 Mr. Ward responded Alico never did the turbidity barriers; there were no turbidity barriers.

397  
398 Discussion ensued regarding turbidity barriers.

399  
400 Mr. Ballinger stated he liked the illustrations included in the resolution and he liked that these  
401 would also be on the website.

402  
403 Mr. Ward stated if the CDD was comfortable with the wording of these rules, the next step was  
404 public notice issuance, a public hearing would be held, and then the rules would be adopted.

405  
406 Mr. Weber stated, for the record, the CDD would not forget to move forward with procedure  
407 development regarding operations and reporting.

408  
409 Mr. Refkin asked how the other Miromar Lakes subdivisions would be contacted regarding turning  
410 over water management systems.

411  
412 Mr. Ward stated he would determine who would contact the other Miromar Lakes subdivisions.

413  
414 Ms. LeFevre stated the annual large HOA meeting would be a good opportunity for someone to  
415 speak with all the subdivisions in one place.

416  
417 Mr. Ward stated there seemed to be consensus on the rule itself; therefore, he would move forward  
418 with rule development, public notice advertising, and the rules would come back to the CDD for  
419 consideration of adoption at the public hearing.

420  
421 Mr. Ballinger commended and thanked Mr. Ward, Mr. Bernard, Mr. Krebs, and Mr. Urbancic.

422  
423

424 **FOURTH ORDER OF BUSINESS** **Staff Reports**

425  
426 **I. District Attorney**

427

428 Mr. Urbancic reported London Bay's counsel contacted himself regarding some encroachments for  
429 which he would provide guidance. He noted these would come back to the Board at some point for  
430 potential approval. He noted the encroachments included pavers and such. He noted he had a draft  
431 procedure and asked if this could be placed on the next Agenda for discussion. He reported there  
432 was a law passed late in session which went into effect on July 1<sup>st</sup> which required CDDs to create a  
433 stormwater needs analysis and submit this to the County by June 30, 2022. He noted this meant the  
434 stormwater program would need to be evaluated by the engineering department.

435  
436 Mr. Reidy asked if there was an update on Ravenna.

437  
438 Mr. Ward responded in the negative.

439  
440 Mr. Urbancic responded in the negative.

441  
442 **II. District Engineer**

443  
444 No report.

445  
446 **III. Asset Manager**

447  
448 **a) Operations Report July 1, 2021**

449  
450 Mr. Bernard reported the cane toad removal for the month was 680 toads.

451  
452 **IV. District Manager**

453  
454 **a) Financial Statement for period ending June 31, 2021 (unaudited)**

455  
456 No report.

457  
458 Mr. Reidy discussed the Financial Statement for period ending June 31, 2021, noting there was a  
459 relatively detailed list of expenditures. He asked about the \$88,000 dollar expenditure on  
460 "restoration".

461  
462 Mr. Bernard stated the \$88,000 dollar restoration expenditure was for Valencia's lake bank  
463 restoration.

464  
465 Mr. Reidy stated he looked at the information in the Financial Statements, did a year-to-date  
466 comparison with the budget determining whether the CDD would come within budget or go over,  
467 and would ask if he felt a number seemed too large or too small. He noted if the Board took the  
468 time to review the Financial Statement and compare the year-to-date expenditures with the  
469 budgeted amounts, the Board would be able to determine how the District stood financially.

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471 Mr. Refkin asked if Mr. Reidy was saying he felt the Board did not need overly detailed  
472 expenditure lists.

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474 Mr. Reidy responded in the affirmative and noted there was also an audit at the end of the year  
475 and any problems would be brought to the Board.

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Discussion ensued regarding the Budget and unusual expenses coming before the Board for approval.

Mr. Ballinger asked who would be responsible for chasing this particular problem down: lawn clippings being dumped in the lake making it difficult to go fishing in the lake. He noted there was also a lot of trash.

Mr. Bernard noted as the water levels dropped in the lakes, the sea grasses died and fell into the water creating unpleasant fishing conditions along the shoreline. He noted trash on the bottom of the lake would be more visible as the water level dropped as well.

Discussion ensued and it was determined Mr. Ballinger was encountering hydrilla grasses, not grass clippings.

Mr. Ballinger commented he was encountering the hydrilla throughout the lake, not just at the shoreline.

Discussion ensued regarding the stocking of the lake with fish and hydrilla growth expansion due to elimination of the grass eating carp.

Mr. Ballinger stated he would speak with the aquatic vendor, Solitude, in this regard.

**FIFTH ORDER OF BUSINESS**

**Supervisor’s Requests and Audience Comments**

Mr. Ward asked if there were any Supervisor’s requests; there were none. Mr. Ward asked if there were any audience members present on audio or video with any questions or comments; there were none.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward adjourned the meeting at 3:40 p.m.

**On MOTION made by Mr. Refkin, seconded by Mr. Weber, and with all in favor, the meeting was adjourned.**

ATTEST:

**Miromar Lakes Community Development District**

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

\_\_\_\_\_  
Alan Refkin, Chairman

**AMENDED AND RESTATED  
FACILITIES MAINTENANCE AGREEMENT**

**THIS AMENDED AND RESTATED FACILITIES MAINTENANCE AGREEMENT** (“**Agreement**”) is made and entered into as of the 1<sup>st</sup> day of October, 2021 between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**District**”) and **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Association**”). The District and the Association are sometimes collectively referred to as the “**Parties**”.

**BACKGROUND INFORMATION:**

A. District and the Association previously entered into that certain Facilities Maintenance Agreement dated as of \_\_\_\_\_, 2018 (“**Original Agreement**”) for the provision of landscaping maintenance services for the District.

B. This Agreement shall amend, restate, and replace the Original Agreement in all respects as of October 1, 2021 (the “**Effective Date**”).

C. Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes to serve as an association of the homeowners within the District and to manage private common areas and amenities.

D. District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to, among other things, plan, finance, construct, operate, and maintain certain community infrastructure, including, but not limited to, stormwater management improvements; roadways; entrance, landscape and irrigation improvements; water and sewer improvements; and wetland mitigation within or outside of the boundaries of the District.

E. District desires to contract with the Association to maintain, repair and replace the landscaping on certain property owned or controlled by the District (collectively, “**Landscaping**”). The locations of the District property upon which the Landscaping is located are graphically depicted on **Exhibit “A”** attached and made a part of this Agreement by reference (“**District Property**”). The District Property will also include that certain median on Ben Hill Griffin Parkway maintained by the District pursuant to that certain Landscape Installation and Maintenance Agreement between the District and Lee County dated September 4, 2008, a copy of which is attached as **Exhibit “B”** and incorporated by reference (“**Interlocal Agreement**”).

F. Association is responsible for maintaining the landscaping on the Association common areas in Miromar Lakes, which are either contiguous or in close proximity to the District Property. The members of the Association are the direct beneficiaries of the Landscaping on the District Property. Further, the Association is uniquely positioned and qualified to maintain, repair, and replace the Landscaping on the District Property.

G. Association agrees to undertake the responsibility for the Landscaping on the District Property on the terms and conditions set forth in this Agreement.

H. District and the Association agree that having the Association undertake the Landscaping is in the best interests of the District and the property owners of the District. It is expected that having the

Association undertake such Landscaping will provide for easier administration, potential cost savings, and anticipated efficiencies in operation and maintenance.

**THEREFORE**, the Parties agree as follows:

1. **Background Information**. The Background Information set forth above is incorporated by reference and made a material and dispositive part of this Agreement.

2. **Finding**. The District and the Association agree that having the Association undertake the landscaping responsibilities relating to the District Property is in the best interest of the District and the property owners of Miromar Lakes.

3. **Maintenance of Landscaping**.

a. **Maintenance, Repair and Replacement**. The Association agrees to be responsible during the term of this Agreement, at the Association's sole cost and expense, for maintaining, repairing, replacing the Landscaping which may be now or in the future located on the District Property, including any irrigation lines servicing the Landscaping. The Landscaping must be kept by the Association in good, neat and attractive condition and repair. All such action by the Association will be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. In carrying out the maintenance, repair and replacement of the Landscaping in the median of Ben Hill Griffin Parkway pursuant to the Interlocal Agreement, the Association agrees to comply with the terms and conditions imposed upon the District pursuant to the Interlocal Agreement. The Association understands and agrees that the Association will be required to budget for, fund, and complete maintenance, repair, and replacement of the Landscaping and its component parts. During the term of this Agreement, the Association will have a non-exclusive license to enter upon the District Property to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association will be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.

b. **Tropical Storm, Hurricane, or Other Casualty Damage**. The parties acknowledge that the Association is acting as a service provider to the District under this Agreement and this Agreement is a means to provide for the services to the community set forth in subsection a. on a resource-efficient basis. The parties recognize that given the nature of landscaping, landscaping generally cannot be insured, but is subject to being damaged or destroyed in a tropical storm, hurricane or other casualty event. The parties desire to confirm that the Association's obligations set forth in subsection a. include the obligation for the Association, at the Association's sole cost and expense, to repair and replace the Landscaping if it is damaged or destroyed as a result of a tropical storm, hurricane or other casualty event.

4. **Reserves**.

a. **Reserve Funding**. The District has obtained an initial reserve schedule for the Landscaping prepared by Dreux Isaac & Associates, Inc. dated \_\_\_\_\_ 2021 that separately details amounts to be collected and reserved over the useful life of the Landscaping for its ultimate replacement ("**Reserve Schedule**"). The Association shall initially establish a separate reserve account for the Landscaping according to the Reserve Schedule ("**Landscaping Reserves**"). The Association shall fund and maintain the Landscaping Reserves annually consistent with the Reserve Schedule then in effect. The Reserve Schedule shall be updated every three (3) years by the District and the District shall provide a copy of the updated Reserve Schedule to the Association. The cost of each reserve study shall be the



responsibility of the District. The Association shall provide annually, and at other times upon written request from the District, an update on the amounts of the Landscaping Reserves held by the Association per the Reserve Schedule.

b. Use of Reserves. The use of the Landscaping Reserves shall be limited to the following purposes: (i) recovery or replacement of the Landscaping resulting from a tropical storm, hurricane, or other casualty damage pursuant to this Agreement; and/or (ii) other major capital renewal/replacement projects for the Landscaping. The Association shall not use the Landscaping Reserves without the prior written approval of the District, which the District may withhold in its discretion. When the Association desires to use the Landscaping Reserves, the Association shall submit to the District the Association's proposed project and budget ("**Reserve Use Project**") in sufficient detail to illustrate the Association's proposed project. The District will review the proposed Reserve Use Project and respond to the Association whether the District approves the Reserve Use Project. Any failure of the District to respond to the Reserve Use Project shall mean a disapproval of the Reserve Use Project by the District.

c. Reserve Transfer. In the event of any termination of this Agreement, the Association will transfer the Landscaping Reserves to the District within sixty (60) days after termination.

5. Representatives. The District will designate in writing a person to act as the District's representative ("**District's Representative**") with respect to the services to be performed under this Agreement. The District's Representative will have the authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association's services. The District initially designates the District's Manager or his authorized designee to act as the District's Representative. The Association will designate in writing a person to act as the Association's representative ("**Association's Representative**") with respect to the services to be performed under this Agreement. The Association's Representative will have the authority to transmit instructions, receive information, interpret and define the Association's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association's services. The Association initially designates the General Manager of the Association to act as the Association's Representative. The Association's Representative agrees to meet with the District's Representative as is reasonably necessary, but no less frequently than monthly, to evaluate the Landscaping and discuss conditions, schedules, and items of concern regarding this Agreement.

6. Modifications to the Landscaping. The District reserves the right to modify or enhance the Landscaping from time to time in its discretion. The Association will also have the right to modify or enhance the Landscaping consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the Landscaping (including, without limitation, removal or replacement) without the prior written consent of the District, which the District may withhold in its discretion. When the Association desires to make such a material modification, the Association shall submit to the District the Association's proposed project and budget ("**Modification Project**") in sufficient detail to illustrate the Association's proposed project. The District will review the proposed Modification Project and respond to the Association whether the District approves the Modification Project. Any failure of the District to respond to the Modification Project shall mean a disapproval of the Modification Project by the District.

7. Inspections by the Association. The Association will perform monthly on-site inspections of the Landscaping on or before the 10<sup>th</sup> of each month to determine its condition as well as perform the maintenance of such Landscaping as outlined in this Agreement. Based upon such inspections, the Association will be required to perform additional maintenance, repair and replacement of the Landscaping as necessary consistent with the obligations set forth under Section 3. The Association will make a representative available to provide reporting on the Landscaping at a regular meeting of the

District's Board upon request of the District Manager. If requested by the District, the Association shall, at a minimum, provide to the District a quarterly written summary Landscaping report based upon the on-site inspections of the Association.

8. **Term/Renewal.** The initial term of this Agreement shall commence on the Effective Date and end on September 30, 2022, unless terminated prior to that time by either party pursuant to a provision of this Agreement. Thereafter, this Agreement will automatically renew for additional one (1) year periods (October 1<sup>st</sup> through September 30<sup>th</sup> of the next year) unless terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days written notice to the Association. The Association may terminate this Agreement on September 30<sup>th</sup> of a calendar year provided the Association provides the District written notice of termination no later than May 30<sup>th</sup> of that year. If written notice of termination is provided by the Association after May 30<sup>th</sup>, then the effective date of termination will be September 30<sup>th</sup> of the following calendar year.

9. **Independent Contractor.** In all matters relating to this Agreement, the Association will be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association will not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association will have no authority to represent the District as an agent, employee, or in any other capacity.

10. **Defend, Hold Harmless and Pay.** The Association will defend and hold the District and its Board members, officers, agents, staff and employees harmless against and pay for all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors including litigation or any appellate proceedings with respect to such litigation. District requires any contractor or subcontractor performing any of the maintenance, repair or replacement of the Landscaping contemplated under this Agreement to enter into a written agreement with the Association to defend and hold the District and its officers, agents, staff and employees harmless against and pay for all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors or subcontractors, including litigation or any appellate proceedings with respect to such litigation. Obligations under this Section include the payment of all settlements, judgments, damages, liquidated damages, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, reasonable attorneys' fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

11. **Insurance.** The Association will procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the Landscaping on the District Property. The Association will carry the following minimum levels of insurance:

a. Comprehensive general liability insurance coverage of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.

c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its officers and supervisors will be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective within thirty (30) days of prior written notice to the District. Insurance coverage will be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida. District requires any contractor or subcontractor performing any of the maintenance, repair or replacement of the Landscaping contemplated under this Agreement to enter into a written agreement with the Association to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

12. **Payment.** The District will pay the Association the amount of Ten Dollars (\$10.00) per year for providing the management and maintenance services described in this Agreement. The Association will not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. The Association will be solely responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the Association's obligations and responsibilities set forth in this Agreement.

13. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

14. **Public Records.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is James P. Ward ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Association shall 1) keep and maintain public records required by the District to perform the work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Association, Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Association to comply with Section 119.0701, Florida Statutes may subject Association to penalties under Section 119.10, Florida Statutes. Further, in the event Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in

equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JAMES P. WARD C/O JP WARD & ASSOCIATES, LLC, TELEPHONE: (954) 658-4900, EMAIL: JIMWARD@JPWARDASSOCIATES.COM, AND MAILING ADDRESS: 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FLORIDA 33308.**

15. **E-Verify.** Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this Section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Association shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Association knowingly violated Section 448.095, Florida Statutes, but Association otherwise complied with its obligations hereunder, District shall promptly notify the Association and upon said notification, Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Association represents that no public employer has terminated a contract with Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Association.

16. **Waiver/Severability.** A waiver by either party of any provision of this Agreement will not act as a waiver of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration will not affect the remaining provisions of this Agreement.

17. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

18. **Integration.** This Agreement embraced the entire Agreement between the parties. No oral Agreement or representation concerning this Agreement shall be binding.

19. **Governing Law/Venue.** This Agreement and the provisions contained in it will be construed, interpreted and controlled according to the laws of the State of Florida. Sole and exclusive venue for any dispute will be in a court of appropriate jurisdiction in Lee County, Florida.

20. **Sovereign Immunity.** The Association agrees that nothing contained in this Agreement will constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

21. **Assignment.** The obligations under this Agreement may not be assigned by the Association without the prior written specific consent of the District, which consent may be withheld in the District's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

22. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by commercial overnight courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

**To District**

**Miromar Lakes Community Development District**  
2301 Northeast 37<sup>th</sup> Street  
Fort Lauderdale, FL 33308  
Attention: James P. Ward, District Manager  
[jimward@jowardassociates.com](mailto:jimward@jowardassociates.com)

With a copy to:

Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
Attention: Gregory L. Urbancic, Esq.  
[gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

**To Association:**

**Miromar Lakes Master Association, Inc.**  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
Attention: Tim Byal, President  
[tbyal@miromar.com](mailto:tbyal@miromar.com)

With a copy to:  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
Attn: Mark W. Geschwendt, Esq.  
[mgeschwendt@miromar.com](mailto:mgeschwendt@miromar.com)

23. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments will constitute one agreement which will be binding on all of the parties.

24. **Paragraph Headings.** The paragraph headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe, explain, modify, simplify or aid in the interpretation of the provisions of this Agreement. This Agreement shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties.

25. **Necessary Documents.** The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

26. **Electronic Signatures.** An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

27. **Plain Meaning.** Unless the context clearly and unambiguously requires otherwise, the term “will” means that the party so charged is required to take an action or is prohibited from taking an action depending on the context of the term or condition.

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

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

**DISTRICT:**

**MIROMAR LAKES COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

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

By: \_\_\_\_\_  
Alan Refkin, Chairman

Date: \_\_\_\_\_

**ASSOCIATION:**

**MIROMAR LAKES MASTER  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “A”**



**Exhibit "B"**  
**Interlocal Agreement**

## LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT

**THIS LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT** is made and entered into this 4th day of September, 2008, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida ("County"), and MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established under the Laws of Florida, and its successors and assigns ("MLCDD").

### RECITALS

**WHEREAS**, MLCDD and County desire to enter into an Agreement regarding their respective duties and responsibilities for the installation and maintenance of the landscape improvements within a section of the median right-of-way on Ben Hill Griffin Parkway in Section 11, Township 46, Range 25, which runs from a point south of Alico Road at Station 946+00 and then south to Station 904+00, which median area is shown on Exhibit "A" attached hereto and incorporated by reference (the "Ben Hill Median"); and

**WHEREAS**, MLCDD desires to install and maintain landscaping in the Ben Hill Median in a manner which exceeds the currently provided landscaping by the University Overlay Landscaping O & M Special Improvement Unit; and

**WHEREAS**, MLCDD will be responsible, at its cost and expense, for the installation and maintenance of median landscaping improvements including, but not limited to, trees, shrubs, ground covers, turf grass, irrigation system, and any other plant material located within the Ben Hill Median, subject to the terms and conditions herein; and

**WHEREAS**, as a result of MLCDD's assumption of certain landscaping functions of the County hereunder, MLCDD and County desire to reduce the linear participation of MLCDD parcels from the University Overlay by Fiscal Year 2008-2009 and continuing thereafter during the term of this Agreement; and

**WHEREAS**, it is in the public's interest for County and MLCDD to enter into this Agreement; and

**WHEREAS**, MLCDD has agreed to modify the existing irrigation system for the Ben Hill Median including adding or repairing lines, valves, pumps, meters and all associated items to segregate the subject area from the remaining University Overlay Landscape Special Improvement Unit, and ensuring full integrity of the existing system; and

**WHEREAS**, MLCDD has agreed to modify existing South Florida Water Management District (SFWMD) Permit No. 36-03909-W for the existing site to operate and maintain wells/pumps No. 5 and 6.

**NOW, THEREFORE**, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, MLCDD and County hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated into the terms of this Agreement as if fully restated in this Paragraph 1.
2. MLCDD agrees to landscape and maintain the Ben Hill Median including the installation of plant materials and irrigation system within the Ben Hill Median in accordance with County standards, as described in the LeeScape Maintenance Matrix for Level Two – Enhanced (“Landscape Standard”). MLCDD may modify, add or remove landscaping from the Ben Hill Median, in its sole discretion, from time to time so long as any such modification is consistent with the Landscape Standard.
3. MLCDD shall modify the current SFWMD Permit No. 36-03909-W in order to operate and maintain the landscaping under this Agreement for County. The obligations of MLCDD shall include operating and maintaining wells/pumps No. 5 and 6.
4. Any landscape improvements in the Ben Hill Median shall be installed and/or maintained in cooperation with the Lee County Department of Transportation, and in accordance with the Lee County Roadway Landscape Master Plan “LeeScape”. MLCDD will be responsible for providing the minimum maintenance frequencies as indicated on the Maintenance Matrix – Level Two - Enhanced as described on Exhibit “B”, incorporated by reference. Lee County Department of Transportation will enforce the LeeScape guidelines, and reserves the right to reject any plant material for sub-standard quality, improper planting/pruning or maintenance practices, and unsound tree structure. Trees shall be pruned in a manner that will provide a structurally sound street tree, in order to minimize storm damage and tree/branch failure. Should MLCDD fail to provide the maintenance described herein, County shall provide notice to MLCDD in writing, specifying the nature of the deficiency. Within thirty (30) days following receipt of such notice, MLCDD, at its sole cost, shall cause the appropriate corrective action to be effected. If MLCDD fails to commence and diligently pursue and complete the required corrective action within said thirty (30) day period, County shall be permitted to perform appropriate corrective action to eliminate the deficiency specified in the written notice from County. All costs incurred by County in taking the corrective action shall be paid by MLCDD to County. Notwithstanding the foregoing, in the event damage to, or a failure to maintain, the Ben Hill Median results in an emergency situation which County reasonably

believes poses an immediate threat of damage or injury to person or property or poses a substantial risk of interference with essential services, County may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury or to avoid or abate such interference provided that (i) County shall attempt to give MLCDD such prior notice as is practicable under the circumstances (which notice may be oral); and (ii) County shall take only such steps as are reasonably necessary in order to prevent such damage or injury or interference with essential services. All costs incurred by County in taking such corrective action shall be paid by MLCDD to County. Failure of MLCDD to pay to County any invoice for corrective action within thirty (30) days following receipt of the invoice from County shall constitute a material breach of this Agreement by MLCDD.

5. MLCDD agrees not to create or maintain obstructions or conditions which may be unreasonably dangerous to the public and which result from the performance of the installation and maintenance work hereunder on the Ben Hill Median.
6. To the extent permitted by Florida law, MLCDD agrees to indemnify, hold harmless and defend County and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of MLCDD, its agents, consultants, employees, or subcontractors, during the installation or maintenance of the landscape improvements contemplated by this Agreement. It is acknowledged that MLCDD's liability under the foregoing indemnity shall only be to the extent the County would be liable under statutory limited waiver of immunity or limits of liability that have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other applicable statute. County agrees to provide notice of any claim against County to MLCDD via certified mail within ten (10) days after the County obtains knowledge of such claim. MLCDD further agrees to carry and maintain in full force and effect liability insurance in the minimum amounts specified on Exhibit "C" attached hereto and made a part hereof naming Lee County Board of County Commissioners as certificate holder and additional insured to the applicable general liability insurance policy. This insurance must remain in effect until such time as any assign or successor in interest provides similar proof of insurance to the satisfaction of the County Attorney's Office.
7. MLCDD assumes all risk and bears any loss or injury to property or persons occasioned by negligent act or omission of MLCDD in the exercise of its rights or the performance of its maintenance duties hereunder. Notwithstanding the foregoing, nothing in this Agreement (including, without limitation, the indemnification obligation and insurance requirement contained in Section 6 above) shall be deemed as a waiver of immunity or limits of liability of MLCDD beyond any statutory limited waiver of immunity or limits of liability that may have

been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8. In the performance of its duties hereunder, MLCDD shall comply with all applicable state, federal, or local government laws, statutes, ordinances, rules, regulations, or orders. When applicable, MLCDD will give all required notices relating to the installation or maintenance of landscaping contemplated by this Agreement to the applicable authorities. In addition, MLCDD will obtain all permits and licenses, and pay all proper fees, for the installation and maintenance work described in this Agreement.
9. MLCDD agrees to repair or restore any damage to County's property caused by MLCDD during any installation or maintenance of landscape improvements in the Ben Hill Median.
10. Unless terminated as set forth in this paragraph, this Agreement shall remain in full force and effect in perpetuity from the date first set forth above, and shall be binding upon the parties and all their successors in interest. The Agreement may be freely terminated as of right by either party, with or without cause, upon written notice to the other. If either party exercises this right, MLCDD, at its sole cost and expense, shall remove the landscaping Improvements from the Ben Hill Median and will restore the Ben Hill Median to substantially the same condition that existed immediately prior to the effective date of this Agreement. Except for the above, neither party will be liable to the other for any damages or claims resulting from the termination of this Agreement.
11. MLCDD agrees that if the placement, repair, relocation or reconstruction of public utilities, including, but not limited to, water, sewage, gas, power, and telephone located within the right-of-way, requires the relocation or removal of the landscape improvements, then MLCDD will move or remove the landscape improvements and restore those areas to pre-construction conditions within ninety (90) days of MLCDD's receipt of written notice at no cost to County or utility.
12. This Agreement binds and inures to the benefit of the Parties as well as their respective legal representatives, successors and/or assigns. In the event MLCDD assigns its obligations hereunder, all of MLCDD's obligations and agreements made herein shall be fully and completely assigned to such assignee in full as if such assignee were mentioned by name instead of MLCDD herein. MLCDD shall not assign its rights and obligations hereunder to a third party, without the consent of County, which consent shall not be unreasonably withheld or delayed provided that MLCDD demonstrates to County that the potential

assignee has the authority and financial ability to undertake the obligations and responsibilities herein contemplated.

13. County agrees to reduce participation of those lands within the MLCDD by 6,400 feet within the subject right-of-way, as identified in Exhibit "D", from the University Overlay Landscaping O&M Special Improvement Unit effective fiscal year 2008-2009 and continuing thereafter while this Agreement is in effect.
14. This Agreement must be construed, and its performance enforced under Florida law.
15. This Agreement is the entire agreement between the parties and shall not be modified or replaced except by written agreement of the parties.
16. The parties recognize and agree that this Agreement is of a unique nature inuring principally to the benefit of MLCDD and that money damages may not be an adequate or appropriate remedy for either party for breach of the terms and conditions of this Agreement. As a result, the parties specifically agree that a non-defaulting party may raise in any pleadings, without objections from the alleged defaulting party, the extraordinary remedy of specific performance, in order to protect the public's interest in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Attest:

**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Secretary

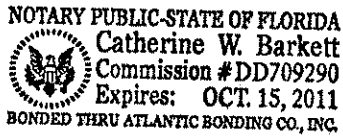
BY: *Steven Lewis*  
Signature of Chairman

\_\_\_\_\_  
Name Printed, Stamped or Typed

Steven Lewis  
Name Printed, Stamped or Typed

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing agreement was acknowledged before me this 4<sup>th</sup> day of SEPTEMBER, 2008, by STEVE LEWIS as Chairman of Miromar Lakes Community Development District, who is () personally known to me or () has produced \_\_\_\_\_ as identification.



*Catherine W. Barkett*  
Notary Public, State of Florida at Large

CATHERINE W. BARKETT  
Name of Notary Printed, Stamped or Typed

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

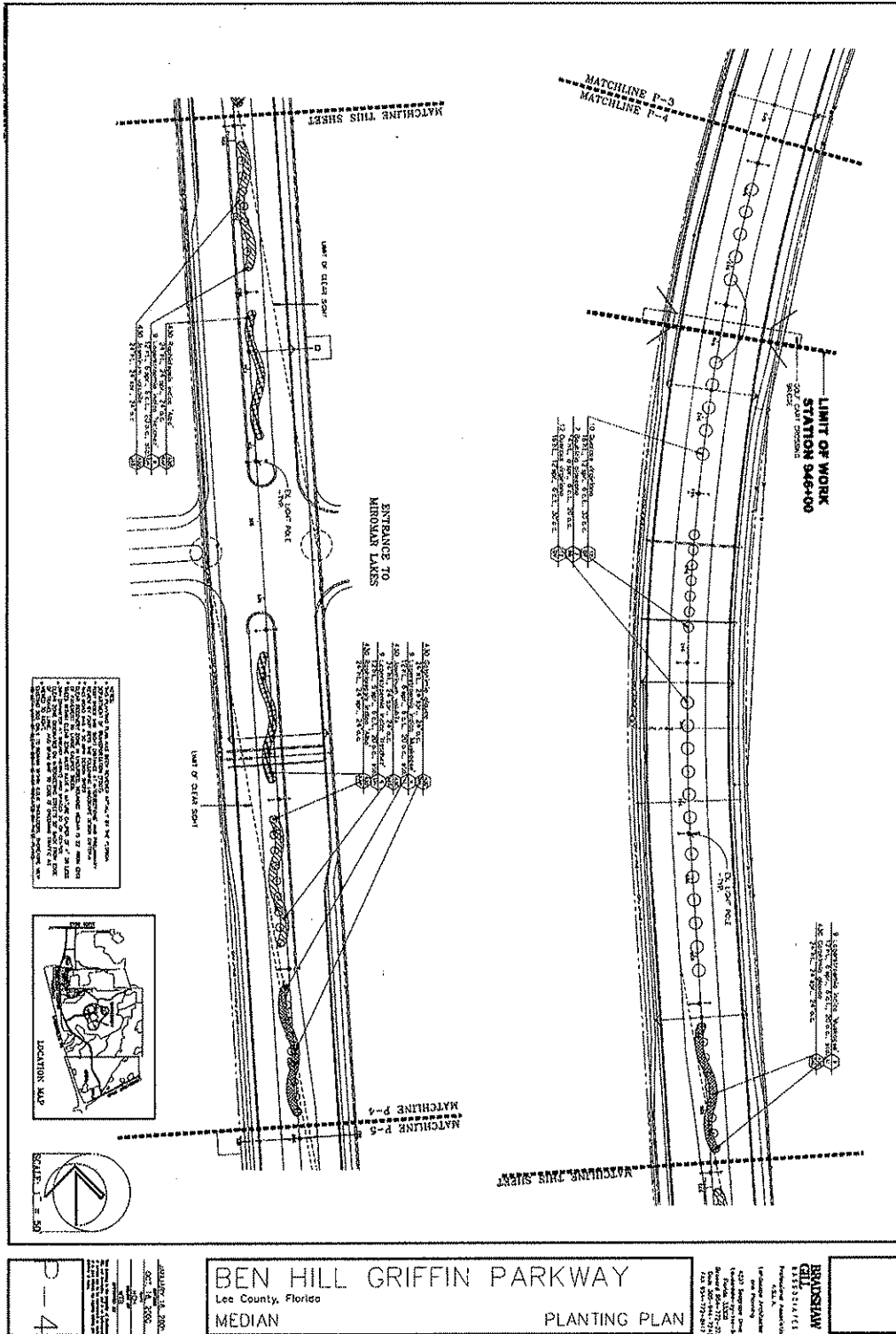
BY: \_\_\_\_\_  
Deputy Clerk

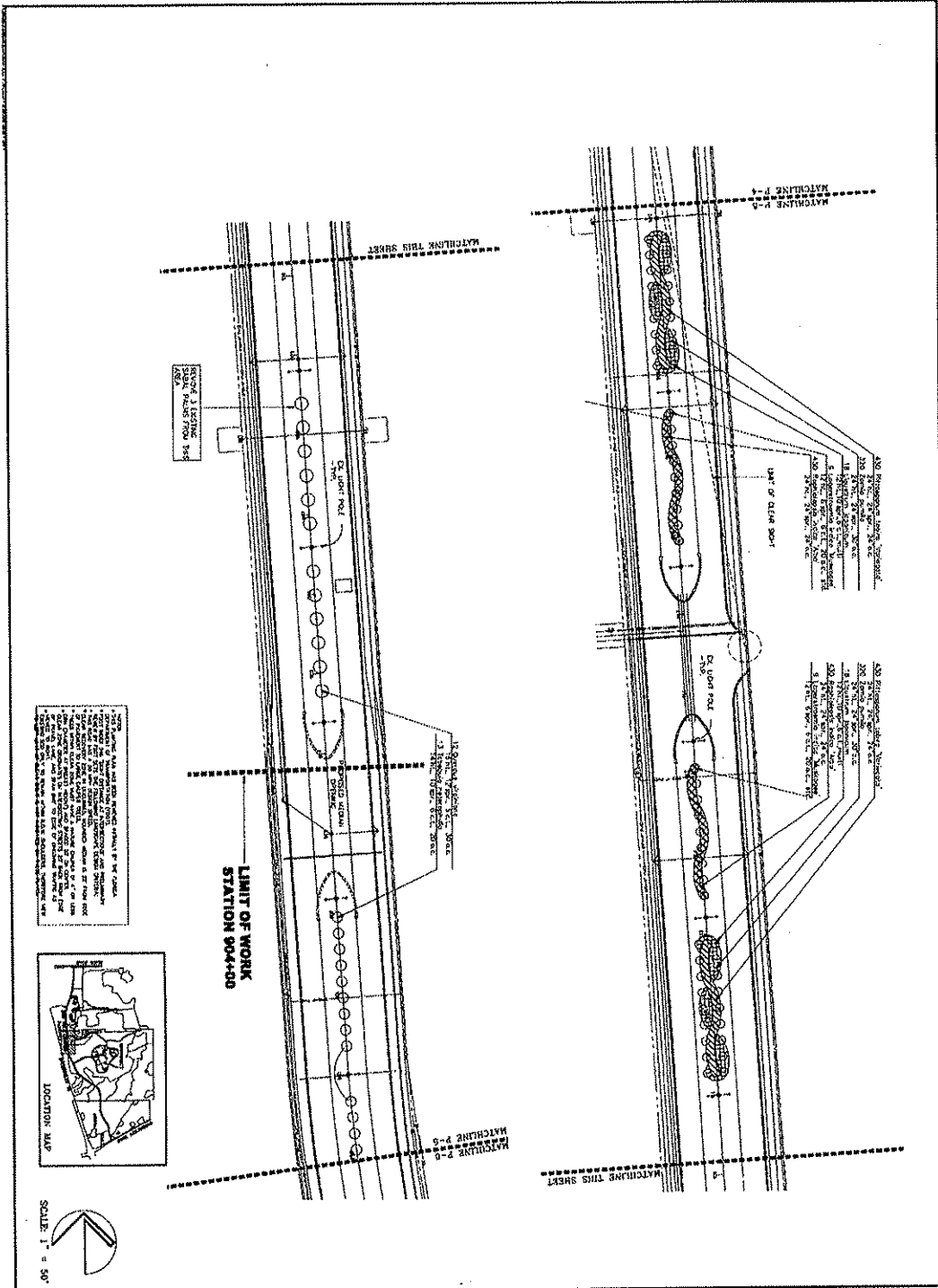
BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of County Attorney







DESIGNED BY: [Firm Name]  
DATE: [Date]  
SCALE: 1" = 50'

**BEN HILL GRIFFIN PARKWAY**  
Lee County, Florida  
**MEDIAN**

**PLANTING PLAN**

**BRANSHAW**  
Professional Association  
4007 Sandpiper Drive  
Tallahassee, Florida 32309  
Phone: 904.224.7200  
Fax: 904.224.7200  
www.branshaw.com

Exhibit "B" - Maintenance Matrix – Level Two - Enhanced

# MAINTENANCE MATRIX - LEVEL TWO

MAINTENANCE OPERATION	MAINTENANCE FREQUENCIES ARE MINIMUMS											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MOWING 3-4" HEIGHT	X	X	XX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	X	X	X
	MOW ST. AUGUSTINE ON A WEEKLY BASIS FROM APRIL THROUGH SEPTEMBER AND MONTHLY FROM DECEMBER THROUGH FEBRUARY. MOW BAHIA GRASS AT THE LEVEL ONE FREQUENCIES.											
WATERING	PLANT MATERIAL			DAY		FREQUENCY			NUMBER OF APPLICATIONS			
	ALL			1-60		DAILY			60			
	ALL			61-150		3 TIMES/WEEK			36			
	ALL			151-365		WEEKLY			28			
WEEDING	LANDSCAPED BEDS AND MULCHED AREAS SHALL BE KEPT WEED FREE.											
PRUNING	PRUNE AS NECESSARY TO REMOVE ALL SUCKERS, DEAD, DISEASED, OR BROKEN BRANCHES, FRONDS AND SEED HEADS.											
FERTILIZATION		X		X		X		X		X		X
LITTER REMOVAL	WEEKLY IN ALL MULCHED AREAS AND JUST BEFORE EACH MOWING.											
GENERAL	RESTORE SAUCERS AND CONTROL ANTS, INSECTS AND DISEASE AS THEY APPEAR.											
IRRIGATION	MAINTAIN THE IRRIGATION SYSTEM IN AN OPERABLE CONDITION AT ALL TIMES. CHECK SYSTEM FOR LINE BREAKS AND CLOGGING OF HEADS AND BUBBLERS EACH WEEK.											
EDGING	X	X	X	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	X	X	X
MULCHING	MAINTAIN A CONTINUOUS 3" LAYER OF MULCH IN ALL PLANTED AND MULCHED AREAS. MULCH ENTIRE SITE IN MONTH TWELVE OF MAINTENANCE CONTRACT.											
	REFER TO SITE MAINTENANCE SPECIFICATIONS FOR DETAILS. LEE COUNTY RESERVES THE RIGHT TO ADJUST FREQUENCIES AS NECESSARY.											

010251440.dwg 10/31/01

## Exhibit "C"- Insurance Requirements

### **Minimum Insurance Requirements:**

a. Commercial General Liability- Coverage must apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$1,000,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

b. Business Auto Liability- The following Automobile Liability will be required and coverage must apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$1,000,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

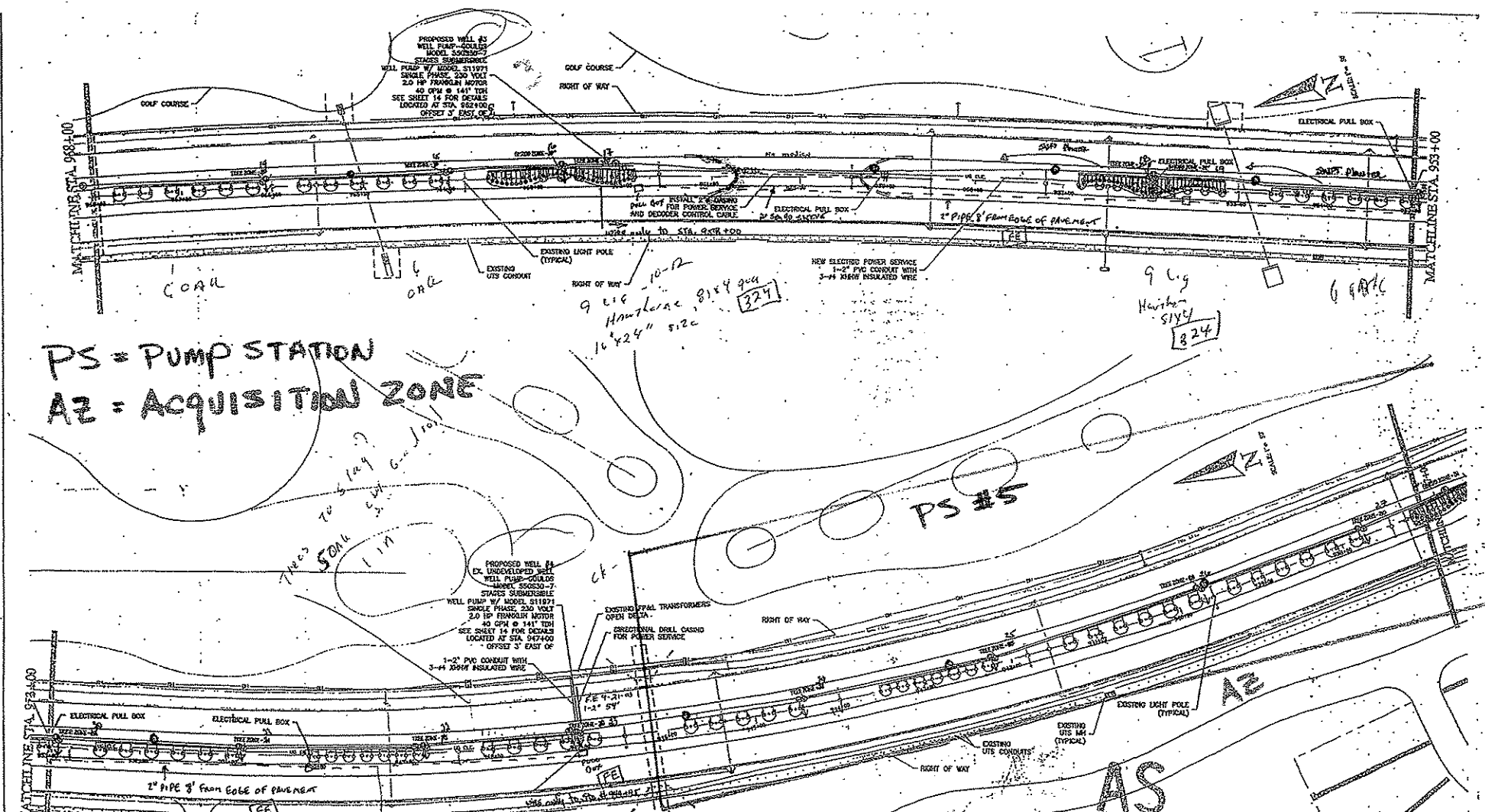
### **Special Requirements:**

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the County's Risk Manager for review and approval. The certificate shall provide for the following:

1. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be named as an "Additional Insured" on the General Liability policy.

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Exhibit "D"- Overlay Reduction



PS = PUMP STATION  
 AZ = ACQUISITION ZONE

9 Lig  
 Handline 81x4 gca  
 16'x24" size  
 [327]

9 Lig  
 Handline  
 size  
 [824]

lines to stay?  
 500k  
 1 in

PROPOSED WELL #4  
 EX. UNDEVELOPED WELL  
 WELL PUMP - 200 GPD  
 STANDS SUBMERSIBLE  
 WELL PUMP W/ MODEL 311971  
 SINGLE PHASE 200 VOLT  
 2.0 HP FANGLAY MOTOR  
 40 GPM @ 141' TDH  
 SEE SHEET 16 FOR DETAILS  
 LOCATED AT STA. 947+00  
 OFFSET 3' EAST OF

IRRIGATION LEGEND

(C)	RAINBIRD (OR EQUAL) MDC 200 DECODER-BASED CONTROL SYSTEM
(S)	RAINBIRD (OR EQUAL) BURGE PROTECTOR & GROUNDING KIT
(F)	RAINBIRD (OR EQUAL) AUTOMATIC FILTER SYSTEM - 2" MODEL - MODEL # AF200-159
(V)	RAINBIRD (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 150 PGA SERIES 1 1/2" PIPE ANGLE VALVE
(Q)	RAINBIRD (OR EQUAL) QUICK COUPLING VALVE - MODEL 44LRC
(O)	RAINBIRD (OR EQUAL) BUBBLER MODEL 1401 MOUNTED ON 4" POP-UP SPRINKLER - SEE DETAIL PAGE 12
(H)	RAINBIRD (OR EQUAL) 1900-SAM-PRS SPRAY HEAD WITH 7 DEGREE TRAJECTORY MULTI-PORT SQUARE PATTERN NOZZLE

**AS BUILT** BEN HILL GRIFFIN PARKWAY  
 MEDIAN IRRIGATION SYSTEM  
 LOCATED IN SECTION 11-14 & 23-25, TOWNSHIP 28S, RANGE 25E  
 LEE COUNTY, FLORIDA  
 Lodge Construction, Inc.  
 2161 McGregor Blvd.  
 Fort Myers, FL 33901  
**IRRIGATION & SPRINKLER PLACEMENT**  
 STA. 968+00 TO 953+00 BEN HILL GRIFFIN PARKWAY

NO.	DATE	BY	CHK.

PLAN

<b>NATIVE LANDSCAPES</b> LANDSCAPE ARCHITECTURE & CONSTRUCTION, INC. 2508 SECOND STREET, SUITE 205 FT. MYERS FL, 33901 TEL: (813) 939-8000 FAX: (813) 939-8000		DESIGNER DATE:	CHECKED BY DATE:	DRAWN BY DATE:	PROJECTED DATE:	APPROVED BY DATE:	 <b>SOURCE, INC.</b> 1211 WILSON AVENUE, SUITE 100, FT. MYERS, FL 33901 TELEPHONE: 813-939-1415 FAX: 813-939-1417	JOB NO. 11-14-23-25	SHEET NO. <b>4</b>
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**AMENDED AND RESTATED**  
**FACILITIES MAINTENANCE AGREEMENT**

**THIS AMENDED AND RESTATED FACILITIES MAINTENANCE AGREEMENT** (“**Agreement**”) is made and entered into as of the \_\_\_\_\_<sup>1<sup>st</sup></sup> day of \_\_\_\_\_, ~~2018~~October, 2021 between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**District**”) and **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Association**”). The District and the Association are sometimes collectively referred to as the “**Parties**”.

**BACKGROUND INFORMATION:**

~~A. The District and the Association previously entered into that certain Facilities Maintenance Agreement dated as of \_\_\_\_\_, 2018 (“Original Agreement”) for the provision of landscaping maintenance services for the District.~~

~~B. This Agreement shall amend, restate, and replace the Original Agreement in all respects as of October 1, 2021 (the “Effective Date”).~~

~~A.C.~~ Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes to serve as an association of the homeowners within the District and to manage private common areas and amenities.

~~B.D. B.~~ The District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to, among other things, plan, finance, construct, operate, and maintain certain community infrastructure, including, but not limited to, stormwater management improvements; roadways; entrance, landscape and irrigation improvements; water and sewer improvements; and wetland mitigation within or outside of the boundaries of the District.

~~C. The~~

~~C.E.~~ District desires to contract with the Association to maintain, repair and replace the landscaping on certain property owned or controlled by the District (collectively, “**Landscaping**”). The locations of the District property upon which the Landscaping is located are graphically depicted on **Exhibit “A”** attached and made a part of this Agreement by reference (“**District Property**”). The District Property will also include that certain median on Ben Hill Griffin Parkway maintained by the District pursuant to that certain Landscape Installation and Maintenance Agreement between the District and Lee County dated September 4, 2008, a copy of which is attached as **Exhibit “B”** and incorporated by reference (“~~“**Interlocal Agreement**”~~”).

~~D. The~~

~~D.F.~~ Association is responsible for maintaining the landscaping on the Association common areas in Miromar Lakes, which are either contiguous or in close proximity to the District Property. The members of the Association are the direct beneficiaries of the Landscaping on the District Property. Further, the Association is uniquely positioned and qualified to maintain, repair, and replace the Landscaping on the District Property.

~~E. The~~

~~E.G.~~ Association agrees to undertake the responsibility for the Landscaping on the District Property on the terms and conditions set forth in this Agreement.

~~F. The~~

~~F.H.~~ District and the Association agree that having the Association undertake the Landscaping is in the best interests of the District and the property owners of the District. It is expected that having the Association undertake such Landscaping will provide for easier administration, potential cost savings, and anticipated efficiencies in operation and maintenance.

~~THEREFORE~~

~~THEREFORE~~, the Parties agree as follows:

1. **Background Information.** The Background Information set forth above is incorporated by reference and made a material and dispositive part of this Agreement.

2. **Finding.** The District and the Association agree that having the Association undertake the landscaping responsibilities relating to the District Property is in the best interest of the District and the property owners of Miromar Lakes.

**3. Maintenance of Landscaping.**

a. **Maintenance, Repair and Replacement.** The Association agrees to be responsible during the term of this Agreement, at the Association's sole cost and expense, for maintaining, repairing, replacing the Landscaping which may be now or in the future located on the District Property, including any irrigation lines servicing the Landscaping. The Landscaping must be kept by the Association in good, neat and attractive condition and repair. All such action by the Association will be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. In carrying out the maintenance, repair and replacement of the Landscaping in the median of Ben Hill Griffin Parkway pursuant to the Interlocal Agreement, the Association agrees to comply with the terms and conditions imposed upon the District pursuant to the Interlocal Agreement. The Association understands and agrees that the Association will be required to budget for, fund, and complete maintenance, repair, and replacement of the Landscaping and its component parts. During the term of this Agreement, the Association will have a non-exclusive license to enter upon the District Property to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association will be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.

b. **Representative Tropical Storm, Hurricane, or Other Casualty Damage.** The parties acknowledge that the Association is acting as a service provider to the District under this Agreement and this Agreement is a means to provide for the services to the community set forth in subsection a. on a resource-efficient basis. The parties recognize that given the nature of landscaping, landscaping generally cannot be insured, but is subject to being damaged or destroyed in a tropical storm, hurricane or other casualty event. The parties desire to confirm that the Association's obligations set forth in subsection a. include the obligation for the Association, at the Association's sole cost and expense, to repair and replace the Landscaping if it is damaged or destroyed as a result of a tropical storm, hurricane or other casualty event.

**4. Reserves.**

a. **Reserve Funding.** The District has obtained an initial reserve schedule for the Landscaping prepared by Dreux Isaac & Associates, Inc. dated 2021 that separately details amounts to be collected and reserved over the useful life of the Landscaping for its ultimate

replacement (“Reserve Schedule”). The Association shall initially establish a separate reserve account for the Landscaping according to the Reserve Schedule (“Landscaping Reserves”). The Association shall fund and maintain the Landscaping Reserves annually consistent with the Reserve Schedule then in effect. The Reserve Schedule shall be updated every three (3) years by the District and the District shall provide a copy of the updated Reserve Schedule to the Association. The cost of each reserve study shall be the responsibility of the District. The Association shall provide annually, and at other times upon written request from the District, an update on the amounts of the Landscaping Reserves held by the Association per the Reserve Schedule.

b. Use of Reserves. The use of the Landscaping Reserves shall be limited to the following purposes: (i) recovery or replacement of the Landscaping resulting from a tropical storm, hurricane, or other casualty damage pursuant to this Agreement; and/or (ii) other major capital renewal/replacement projects for the Landscaping. The Association shall not use the Landscaping Reserves without the prior written approval of the District, which the District may withhold in its discretion. When the Association desires to use the Landscaping Reserves, the Association shall submit to the District the Association’s proposed project and budget (“Reserve Use Project”) in sufficient detail to illustrate the Association’s proposed project. The District will review the proposed Reserve Use Project and respond to the Association whether the District approves the Reserve Use Project. Any failure of the District to respond to the Reserve Use Project shall mean a disapproval of the Reserve Use Project by the District.

c. Reserve Transfer. In the event of any termination of this Agreement, the Association will transfer the Landscaping Reserves to the District within sixty (60) days after termination.

3.5. **Representatives.** The District will designate in writing a person to act as the District’s representative (“District’s Representative”) with respect to the services to be performed under this Agreement. The District’s ~~representative~~Representative will have the authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association’s services. The District initially designates the District’s Manager or his authorized designee to act as the District’s ~~representative.~~ ~~The Association agrees to meet with the District’s representative, as designated by the District Manager, as is reasonably necessary~~Representative. The Association will designate in writing a person to act as the Association’s representative (“Association’s Representative”) with respect to the services to be performed under this Agreement. The Association’s Representative will have the authority to transmit instructions, receive information, interpret and define the Association’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association’s services. The Association initially designates the General Manager of the Association to act as the Association’s Representative. The Association’s Representative agrees to meet with the District’s Representative as is reasonably necessary, but no less frequently than monthly, to evaluate the Landscaping and discuss conditions, schedules, and items of concern regarding this Agreement.

4.6. **Modifications to the Landscaping.** The District reserves the right to modify or enhance the Landscaping from time to time in its discretion. ~~Prior to any material modification or enhancement, the District must provide 30 days advanced written notice to the Association. The Association may terminate this Agreement during the 30 day District notice period by giving 30 days advance written notice terminating the Agreement.~~—The Association will also have the right to modify or enhance the Landscaping consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the Landscaping (including, without limitation, removal or replacement) without the prior written consent of the District, which ~~consent will not be unreasonable withheld.~~the District may withhold in its discretion. When the Association desires to make such a material modification, the Association shall submit to the District the Association’s proposed project

and budget (“Modification Project”) in sufficient detail to illustrate the Association’s proposed project. The District will review the proposed Modification Project and respond to the Association whether the District approves the Modification Project. Any failure of the District to respond to the Modification Project shall mean a disapproval of the Modification Project by the District.

5.7. Inspections by the Association. The Association will perform ~~regular~~monthly on-site inspections of the Landscaping on or before the 10<sup>th</sup> of each month to determine ~~their~~its condition as well as perform the maintenance of such Landscaping as outlined in this Agreement. Based upon such inspections, the Association will be required to perform additional maintenance, repair and replacement of the Landscaping as necessary consistent with the obligations set forth under Section ~~23~~. The Association will make a representative available to provide reporting on the Landscaping at a regular meeting of the District’s Board upon request of the District Manager. If requested by the District, the Association shall, at a minimum, provide to the District a quarterly written summary Landscaping report based upon the on-site inspections of the Association.

6.8. Term/Renewal. The initial term of this Agreement ~~will~~shall commence on ~~January 1, 2019~~the Effective Date and ~~will run through~~end on September 30, ~~2019~~2022, unless terminated prior to that time by either party pursuant to a provision of this Agreement. Thereafter, this Agreement will automatically renew for additional one (1) year periods (October 1<sup>st</sup> through September 30<sup>th</sup> of the next year) unless terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days written notice to the Association. ~~Except as provided in section 5 above, the~~The Association may terminate this Agreement on September 30<sup>th</sup> of a calendar year provided the Association provides the District written notice of termination no later than May 30<sup>th</sup> of that year. If written notice of termination is provided by the Association after May 30<sup>th</sup>, then the effective date of termination will be September 30<sup>th</sup> of the following calendar year.

7.9. Independent Contractor. In all matters relating to this Agreement, the Association will be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association will not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association will have no authority to represent the District as an agent, employee, or in any other capacity.

8.10. Defend, Hold Harmless and Pay. The Association will defend and hold the District and its Board members, officers, agents, staff and employees harmless against and pay for all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors including litigation or any appellate proceedings with respect to such litigation. District requires any contractor or subcontractor performing any of the maintenance, repair or replacement of the Landscaping contemplated under this Agreement to enter into a written agreement with the Association to defend and hold the District and its officers, agents, staff and employees harmless against and pay for all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors or subcontractors, including litigation or any appellate proceedings with respect to such litigation. Obligations under this ~~section~~Section include the payment of all settlements, judgments, damages, liquidated damages, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, reasonable attorneys’ fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

~~9.~~11. **Insurance.** The Association will procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the Landscaping on the District Property. The Association will carry the following minimum levels of insurance:

a. Comprehensive general liability insurance coverage of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker's compensation insurance coverage shall be in full compliance with Florida statutory requirements.

c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its officers and supervisors will be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective within thirty (30) days of prior written notice to the District. Insurance coverage will be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida. District requires any contractor or subcontractor performing any of the maintenance, repair or replacement of the Landscaping contemplated under this Agreement to enter into a written agreement with the Association to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

~~10.~~12. **Payment.** The District will pay the Association the amount of Ten Dollars (\$10.00) per year for providing the management and maintenance services described in this Agreement. The Association will not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. The Association will be solely responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the Association's obligations and responsibilities set forth in this Agreement.

~~11.~~13. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

~~12.~~14. **Public Records.** ~~The~~ Association understands and agrees that all documents of any kind provided to the ~~DISTRICT~~District in connection with this Agreement may be public records, and, accordingly, ~~the~~ Association ~~agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes.~~ ~~The~~ Association acknowledges that the designated public records custodian for the District is James P. Ward ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, ~~the~~ Association ~~will~~shall 1) keep and maintain public records required by the District to perform the ~~Services~~work; 2) upon



request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if ~~the~~ Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in ~~the~~ Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by ~~the~~ Association, ~~the~~ Association will/shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of ~~the~~ Association to comply with Section 119.0701, Florida Statutes may subject ~~the~~ Association to penalties under Section 119.10, Florida Statutes. Further, in the event ~~the~~ Association fails to comply with this Section or Section 119.0701, Florida Statutes, District will/shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF ~~THE~~ ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ~~THE~~ ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS ~~(AT JAMES P. WARD C/O JPWARDJP WARD & ASSOCIATES, LLC) AT~~, TELEPHONE: (954) 658-4900, EMAIL: JIMWARD@JPWARDASSOCIATES.COM, OR ~~2900~~ AND MAILING ADDRESS: 2301 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK 37<sup>TH</sup> STREET, FORT LAUDERDALE, FLORIDA 3333433308.**

15. E-Verify. Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this Section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Association shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Association knowingly violated

Section 448.095, Florida Statutes, but Association otherwise complied with its obligations hereunder, District shall promptly notify the Association and upon said notification, Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Association represents that no public employer has terminated a contract with Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Association.

~~13.~~16. Waiver/Severability. A waiver by either party of any provision of this Agreement will not act as a waiver of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration will not affect the remaining provisions of this Agreement.

~~14.~~17. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

~~15.~~18. Integration. This Agreement embraced the entire Agreement between the parties. No oral Agreement or representation concerning this Agreement shall be binding.

~~16.~~19. Governing Law/Venue. This Agreement and the provisions contained in it will be construed, interpreted and controlled according to the laws of the State of Florida. Sole and exclusive venue for any dispute will be in a court of appropriate jurisdiction in Lee County, Florida.

~~17.~~20. Sovereign Immunity. The Association agrees that nothing contained in this Agreement will constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

~~18.~~21. Assignment. The obligations under this Agreement may not be assigned by the Association without the prior written specific consent of the District, which consent may be withheld in the ~~District's~~District's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

~~19.~~22. Notices. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by commercial overnight courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:



**To District**

**Miromar Lakes Community Development District**  
~~2900~~2301 Northeast ~~12<sup>th</sup> Terrace, Suite 137<sup>th</sup> Street~~  
~~Oakland Park, Florida 33334~~  
Fort Lauderdale, FL 33308  
Attention: ~~James P. Ward, District Manager~~  
[jimward@jowardassociates.com](mailto:jimward@jowardassociates.com)

With a copy to:  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
Attention: Gregory L. Urbancic, Esq.  
[gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

**To Association:**

**Miromar Lakes Master Association, Inc.**  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
Attention:- Tim Byal, President  
[tbyal@miromar.com](mailto:tbyal@miromar.com)

With a copy to:  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
Attn: Mark W. Geschwendt, Esq.  
[mgeschwendt@miromar.com](mailto:mgeschwendt@miromar.com)

20-23. Counterparts. This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments will constitute one agreement which will be binding on all of the parties.

21-24. Paragraph Headings. The paragraph headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe, explain, modify, simplify or aid in the interpretation of the provisions of this Agreement. This Agreement shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties.

22-25. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

23-26. Electronic Signatures. An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), -and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

24-27. Plain Meaning. Unless the context clearly and unambiguously requires otherwise, the term “will” means that the party so charged is required to take an action or is prohibited from taking an action depending on the context of the term or condition.

|  
*(Remainder of Page Intentionally Left Blank. Signatures Appear on Next Page.)*

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

**DISTRICT:**

**MIROMAR LAKES COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

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

By: \_\_\_\_\_  
~~David Herring~~ Alan Refkin, Chairman

Date: \_\_\_\_\_

**ASSOCIATION:**

**MIROMAR LAKES MASTER  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**

**Exhibit "B"**  
**Interlocal Agreement**

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

**Section 1. Short Title, Authority and Applicability**

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Miromar Lakes Community Development District”.

b. The Board of Supervisors (the “**Board**”) of Miromar Lakes Community Development District (the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

**Section 2. Background, Intent, Findings and Purpose**

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “**Master Stormwater System**”). The District owns certain real property and other improvements which comprise the Master Stormwater System. The District also has various easement rights throughout Miromar Lakes enabling the District to operate and maintain the Master Stormwater System. Such easement rights including, without limitation, those arising by way of plat (i.e. platted drainage easements (DEs) and lake maintenance easements

(LMEs)), separately granted and recorded easements, and Section 22.4 of the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club recorded in Official Records Book 3343, Page 294 of the Public Records of Lee County, Florida, as has been amended. The stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The overall stormwater management system within the District is permitted through South Florida Water Management District (“**SFWMD**”), U.S. Army Corps of Engineers (“**ACOE**”) and Lee County, and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding such permitting, consistent with the regulations of such entities, there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System. As further background, the District has recently undertaken and completed substantial restoration of the lake shorelines throughout the District in response to both long-term, uncorrected erosion and also significant damage caused by Hurricane Irma. Such restoration work was undertaken by the District in accordance with applicable SFWMD and Lee County permits. These Rules are intended to allow for property owners to understand their responsibilities, ensure proper maintenance of the Master Stormwater System, and to avoid such significant and costly widespread restoration in the future.

f. In terms of SFWMD, the overall stormwater management system was originally permitted in 1999 under SFWMD Environmental Resource Permit #36-03568-P (“**Original Permit**”). Since the issuance of the Original Permit and as development within the District has progressed, there have been various modifications to the Original Permit that have been approved and issued by SFWMD. The Original Permit, as modified, is collectively referred to herein as the “**SFWMD Permit**”. The stormwater management system under the SFWMD Permit is broken up into five (5) drainage basins. Generally speaking, drainage basins 1, 2, 3 and 4 are located on the west side of Ben Hill Griffin Parkway and drainage basins 5 and 6 are located on the east side of Ben Hill Griffin Parkway. Drainage basins 5 and 6 were combined into one drainage basin when the old Rinker mine lake (commonly referred to as the North Lake) and the south recreational lake for Miromar Lakes (commonly referred to as the South Lake) were connected under SFWMD Permit 36-03568-P-04, Application 031211-5.

g. The District has an ownership interest in various designated lake tracts throughout Miromar Lakes (each individually, a “**Lake Tract**” or collectively, the “**Lake Tracts**”), which ownership interests are either fee simple or an easement interest. Attached hereto and made a part hereof as **Exhibit “A”** is a map of the District reflecting the various drainage basins and also the Lake Tracts operated by the District. The delineation of Lake Tracts is, however, only one part of the composition of the Master Stormwater System. In addition, it is customary throughout Miromar Lakes that immediately landward of each Lake Tract, there is a 20’ lake maintenance easement (“**LME**”) dedicated to the District that allows the District to access the lakes for purposes that include: (i) maintenance of the lake and related stormwater improvements; (ii) installation and

maintenance of various lake bank improvements such as installation of rip rap or other lake bank stabilizing materials; and (iii) installation of littoral plants.

### **Section 3. Lake Area Maintenance Responsibilities**

a. With respect to those lake areas owned or operated by the District that are part of the Master Stormwater System, the following shall apply:

i. Except as otherwise provided herein, the District will be responsible for maintenance of the following: (1) each Lake Tract (which, generally speaking, is from the mean high-water line down) and (2) any improvements owned and operated by the District within an LME associated with a Lake Tract. The maintenance of the District will include maintenance of the lake bank against normal erosion and deterioration. For purposes of these Rules “normal erosion and deterioration” means erosion or deterioration caused by (A) seasonal ground water fluctuations; (B) wave action along the shoreline from the wind or boating; (C) drainage from rain events (but excluding improperly controlled runoff from upland property); (D) tropical storm or hurricane events causing abnormal wave action.

ii. The District is responsible for the maintenance of littoral plants within littoral zones designated pursuant to applicable permits. Adjacent Owners shall not alter, modify, or remove littoral plants within applicable littoral zones without the prior, written approval of the District, which approval may be withheld in the District’s discretion. Further, Adjacent Owners shall not place any landscaping other than grass (together with any accompanying irrigation) in an LME.

iii. The District shall not be responsible for beach areas or beach maintenance. Beach areas and beach maintenance shall be the responsibility of Miromar Lakes Master Association, Inc. or other neighborhood association designated such responsibility.

iv. The District shall not be responsible for any docks that are installed into an LME or Lake Tract or any damage to an LME or Lake Tract caused by any such dock. The Owner of the dock shall be responsible for operation and maintenance of the dock and responsible for any damage to an LME or Lake Tract caused by the dock.

v. Each property owner adjacent to a Lake Tract (whether it be a private property owner and/or a community association) (an “**Adjacent Owner**”) shall be responsible for the maintenance of its property adjacent to the Lake Tract (excluding any improvements owned and operated by the District in the LME on the Adjacent Owner’s property, which are the maintenance responsibility of the District). The Adjacent Owner will be responsible for preventing against erosion and damage to the lake bank located in the Lake Tract and/or the LME caused by uncontrolled runoff or discharge, construction activities or other upland activities on the Adjacent Owner’s property that may accelerate erosion. An Adjacent Owner is not permitted to install any improvements within an LME or Lake Tract without the prior approval of the District, which the District may withhold in its discretion. —Any improvements so installed without the approval of the District will be deemed by the District a non-approved encroachment and the District may require removal. The maintenance activities of the Adjacent Owner will include, without limitation,



maintenance of the following: (i) grass located within the LME together with any accompanying irrigation; (ii) hardscaping or walkways (note: installation is subject to approval by the District); (iii) boat docks; and/or (iv) rip rap placed by the Adjacent Owner that has not been accepted by the District for maintenance. All maintenance by an Adjacent Owner must be in accordance with the SFWMD permit and other applicable federal, state, and local laws, codes, ordinances, regulations and permits. Attached hereto and made a part hereof as **Exhibit “B”** are various example sketches showing various common scenarios showing the allocation of maintenance responsibilities between the District and an Adjacent Owner.

vi. All improvements within an LME or Lake Tract must be submitted to the District via application in a form approved by District. Attached hereto and made a part hereof as “Exhibit “C” are approved examples of improvement applications.

b. In the event an Adjacent Owner fails to undertake and complete the maintenance required under this Section, the District shall have the right to complete such maintenance and either charge or assess the Adjacent Owner for the cost of such work. Further, if such Adjacent Owner’s failure to complete the maintenance required hereunder results in damage to property of the District, the District reserves the right to charge or assess the Owner for the cost of any such damage.

#### **Section 4. Drainage Directly into Lakes**

a. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. This Section is intended to establish a rule and policy relating to the installation and use of gutters and downspouts which are designed to discharge via overland flow or otherwise directly into the District’s lakes in order to ensure the preservation of property and the proper functioning of the Master Stormwater System. The purpose of this Section is so that the District and all property owners remain in compliance with the SFWMD Permit and Lee County permits and regulations.

b. Pursuant to the SFWMD Permit, stormwater may not be discharged directly into the recreational lakes. The recreational lakes are reflected on Exhibit “A”. Any property owner whose property is located adjacent to a lake that is the responsibility of the District to maintain (either recreational lake or otherwise) and who is seeking or attempting to discharge stormwater by gutters/downspouts and/or other improvements directly into such lake must follow the procedures set forth herein. The requesting owner (“**Requesting Owner**”) shall submit a request to the District for the applicable installation, including the Requesting Owner’s proposed plans. The District will review whether any additional permitting through SFWMD and/or Lee County is required for the installation of such improvements. If additional permitting is required, then the Requesting Owner shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of such improvements. Further, the District will review the request and advise the Requesting Owner on the manner in which the installation shall be made so as to minimize potential negative impacts to the Master Stormwater

System or the District's maintenance thereof. The Requesting Owner shall be solely responsible for all costs and expenses relating to the installation of the improvements. All work shall be

performed and completed consistent with applicable permits and approvals. Once the installation is made, the Requesting Owner (or the Requesting Owner's successor in title) will be responsible for the maintenance of the improvements, even any improvements that might be located within a Lake Tract.

### **Section 5. Rip Rap Installation and Maintenance**

a. Rip rap is installed in various areas within the District. The installation of rip rap is strictly controlled by applicable federal, state, and local laws, codes, ordinances, regulations and permits. For example, on all internal water management lakes within the District, Lee County regulations currently permit no more than twenty percent (20%) of shoreline to be encumbered by rip rap. The District applied for, and received, an administrative amendment to the applicable zoning ordinance (referred to as ADD201500070) that allows maximum of sixty-five percent (65%) of the shorelines of those portions of the recreational lakes located within the boundaries of the District to be encumbered by rip rap or other hardened shore treatment. The installation of new rip rap in an LME and/or Lake Tract will be controlled by the District is subject to the written approval of the District, which approval may be withheld in the District's discretion.

b. Any property owner whose property is located adjacent to a Lake Tract maintained by the District and who desires to install rip rap in either the Lake Tract and/or LME adjacent to the Lake Tract must follow the procedures set forth herein. The requesting owner ("**Requesting Owner**") shall submit a request to the District for approval of the installation of rip rap, including the Requesting Owner's proposed plans. The District will review (i) whether the installation of rip rap as proposed is acceptable to the District in its discretion and (ii) whether any additional permitting through SFWMD, Lee County or ACOE is required for such installation of such rip rap. If additional permitting is required, then the Requesting Owner will be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of such improvements. If the installation is approved by the District, the approval will be subject to such condition imposed by the District and the District will advise the Requesting Owner on the manner in which the installation of the rip rap shall be made so as to minimize potential negative impacts to the Master Stormwater System or the District's maintenance thereof. The Requesting Owner shall be solely responsible for all costs and expenses relating to the installation of the improvements. All work shall be performed and completed consistent with applicable permits and approvals. Following installation, the Requesting Owner (or the Requesting Owner's successor in title) will be responsible for the maintenance of the all rip rap installed unless and until the rip rap accepted by the District for maintenance. The Requesting Owner shall notify the District when the installation of the rip rap is complete and the District will inspect the installation to make certain the work is completed consistent with the applicable permits and approvals, including the District's approval. Once the installation is deemed complete to the satisfaction of the District, the District will formally accept responsibility for maintenance of the rip rap installed in the Lake Tract and/or LME. Notwithstanding any acceptance by the District, the Requesting Owner will remain be responsible for all rip rap installed outside the Lake Tract and/or LME.

**Section 6. Maintenance of Inlets and Storm Drains**

a. The District will maintain those storm drains and inlets that are a part of the overall stormwater management system that (i) are located within property owned by the District, platted drainage easements (DEs) in favor of the District and/or other separately recorded drainage easements in favor of the District and (ii) have been conveyed to the District for operation and maintenance. As of the date of these Rules, not all storm drains and inlets in every neighborhood or condominium within the District have been turned over to the District. If storm drains and inlets have not been turned over to the District, the applicable owner of such storm drains and inlets (whether it be Miromar Lakes Master Association, Inc., a neighborhood association, or condominium association) shall be responsible for their operation and maintenance.

b. For any neighborhood or condominium that desires to turn over its storm drains and inlets to the District, the District will accept the storm drains and inlets for operation and maintenance upon completion of the following: (i) the storm drains and inlets must be tested and inspected by the District Engineer and determined to be in good and proper working order; (ii) any deficiencies identified in the District Engineer's inspection in subsection (i) must be fully corrected by the applicable neighborhood or association; (iii) the storm drains and inlets must be transferred by bill of sale acceptable to the District; (iv) the District must be provided easement or other ownership rights necessary for operation and maintenance of the storm drains and inlets; and (v) the applicable neighborhood or condominium must bear all costs of the transfer including the costs of the inspection, any corrective work and any costs of the District including legal and other engineering costs associated with the transfer.

**Section 7. Compliance with Laws**

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws, codes, ordinances, regulations and permits including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

**Section 8. Enforcement**

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Lee County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

**Section 9. Effective Date**

These Rules shall be effective upon their adoption.

**Exhibit "A"**  
**Drainage Basin Map**

**Exhibit “B”**  
**Examples of the Division of Maintenance Responsibility**



## Memorandum

Date: August 1, 2021  
To: James P. Ward- District Manager  
From: Bruce Bernard - Field Asset Manager  
Subject: Miromar Lakes CDD – July 2021 Operations Report  
CGA Project #: 13-5692

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### Lake Maintenance

CDD staff has requested to the aquatic vendor (Solitude Lake Management) to inquire with Florida Fish and Wildlife (FWC) about the possibility of adding a limited number of carp (fish) to the CDD's Lake 5/6 South. We expect to have a response from FWC by the end of August, 2021. The goal is to put approximately 500 grass carp in Lakes 5/6 South, which is a substantive reduction from the 7,000 +/- grass carp originally added to the system. The adjacent CDD (Esplanade Lake Club CDD) will pay its proportionate share of the cost of this treatment in Lake 5/6 South.

Additionally, Solitude was also instructed by CDD staff to increase the herbicide application along the eastern boundary for mitigating underwater growth of additional vegetation in Lakes 5/6 South.

Scott's Animal Control and Wild Thing Wildlife Services (vendors) have continued with the removal process of cane toads within in the community. Both vendors are onsite in different neighborhood's multiple times per week trying to minimize the toads' presence.

### Asset Management

CDD staff met onsite this month with representatives from Dreux Isaac & Associates Inc. (firm that is conducting the Reserve Study), to provide information and show locations of CDD assets for the reserve study analysis. Dreux Isaac & Associates were on site for three days reviewing and inspecting CDD property / assets for the study.

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/  
Computer Graphics

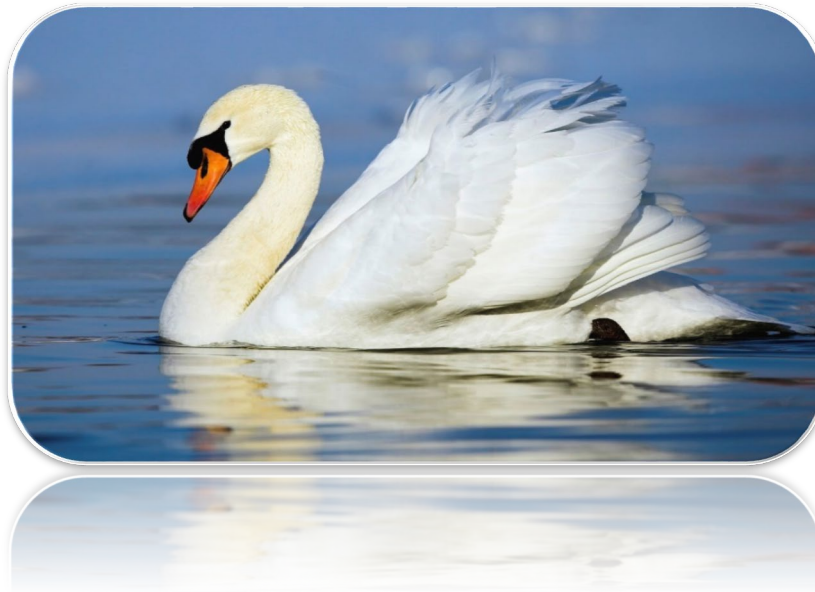
### **GSA Contract Holder**

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

[www.cgasolutions.com](http://www.cgasolutions.com)

# MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

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## FINANCIAL STATEMENTS - JULY 2021

FISCAL YEAR 2021

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PREPARED BY:

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*Miromar Lakes Community Development District*

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**Miromar Lakes Community Development District**  
**Balance Sheet**  
**for the Period Ending July 31, 2021**

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2012	Series 2015	General Long Term Debt	General Fixed Assets		
<b>Assets</b>							
<b>Cash and Investments</b>							
General Fund - Invested Cash	\$ 455,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 455,076
Debt Service Fund							
Interest Account	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-
Reserve Account	-	366,651	404,783	-	-	-	771,434
Revenue	-	221,372	521,378	-	-	-	742,750
Prepayment Account	-	3,619	1,683	-	-	-	5,302
<b>Due from Other Funds</b>							
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)				-	-	-	-
<b>Market Valuation Adjustments</b>							
Accrued Interest Receivable	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	1,519,486	-	-	1,519,486
Amount to be Provided by Debt Service Funds	-	-	-	15,490,514	-	-	15,490,514
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	36,514,917	-	36,514,917
<b>Total Assets</b>	<b>\$ 455,076</b>	<b>\$ 591,643</b>	<b>\$ 927,843</b>	<b>\$ 17,010,000</b>	<b>\$ 36,514,917</b>	<b>\$ -</b>	<b>\$ 55,499,479</b>

**Miromar Lakes Community Development District**  
**Balance Sheet**  
**for the Period Ending July 31, 2021**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	Debt Service Funds			General Long Term Debt	General Fixed Assets	
	General Fund	Series 2012	Series 2015			
<b>Liabilities</b>						
<b>Accounts Payable &amp; Payroll Liabilities</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Other Funds</b>						
General Fund		-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Other Developer	29,750	-	-	-	-	29,750
<b>Bonds Payable</b>	-	-	-	-	-	-
Current Portion	-	-	-	0	-	-
Long Term	-	-	-	17,010,000	-	17,010,000
<b>Total Liabilities</b>	<u>\$ 29,750</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,010,000</u>	<u>\$ -</u>	<u>\$ 17,039,750</u>
<b>Fund Equity and Other Credits</b>						
<b>Investment in General Fixed Assets</b>	-	-	-	-	36,514,917	36,514,917
<b>Fund Balance</b>						
<b>Restricted</b>						
Beginning: October 1, 2020 (Audited)	-	621,703	1,019,703	-	-	1,641,406
Results from Current Operations	-	(30,060)	(91,860)	-	-	(121,920)
<b>Unassigned</b>						
Beginning: October 1, 2020 (Audited)	265,802	-	-	-	-	265,802
Reserve for Water Management System	50,000	-	-	-	-	50,000
Reserve for Disaster Relief Reserve	45,000	-	-	-	-	45,000
Results from Current Operations	64,524	-	-	-	-	64,524
<b>Total Fund Equity and Other Credits</b>	<u>\$ 425,326</u>	<u>\$ 591,643</u>	<u>\$ 927,843</u>	<u>\$ -</u>	<u>\$ 36,514,917</u>	<u>\$ 38,459,729</u>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<u>\$ 455,076</u>	<u>\$ 591,643</u>	<u>\$ 927,843</u>	<u>\$ 17,010,000</u>	<u>\$ 36,514,917</u>	<u>\$ 55,499,479</u>

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through July 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	Year to Date	Revised - Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	N/A
<b>Interest</b>													
Interest - General Checking	-	5	7	6	6	6	5	5	4	4	48	250	19%
<b>Special Assessment Revenue</b>													
Special Assessments - On-Roll	561	130,551	332,076	17,246	16,438	7,305	14,193	60,405	1,429	5,887	586,092	580,182	101%
Special Assessments - Off-Roll	-	29,747	-	29,747	-	-	29,747	-	-	29,750	118,991	118,991	100%
<b>Miscellaneous Revenue</b>													
State Revenue Sharing-Emergency Mgmt Assis	-	-	-	-	-	-	-	-	-	-	-	0	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	0	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 561</b>	<b>\$ 160,303</b>	<b>\$ 332,084</b>	<b>\$ 46,999</b>	<b>\$ 16,444</b>	<b>\$ 7,311</b>	<b>\$ 43,945</b>	<b>\$ 60,410</b>	<b>\$ 1,434</b>	<b>\$ 35,640</b>	<b>705,130</b>	<b>\$ 699,423</b>	<b>101%</b>
<b>Expenditures and Other Uses</b>													
<b>Legislative</b>													
Board of Supervisor's - Fees	1,000	1,000	1,000	800	1,000	1,000	1,000	1,000	1,000	1,000	9,800	12,000	82%
Board of Supervisor's - Taxes	77	77	77	61	77	77	77	77	77	77	750	918	82%
<b>Executive</b>													
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	33,333	40,000	83%
<b>Financial and Administrative</b>													
Audit Services	-	-	3,000	-	-	-	-	1,000	-	-	4,000	4,000	100%
Accounting Services	-	-	-	-	290	(290)	-	160	(160)	-	-	-	N/A
Assessment Roll Services	-	-	18,000	-	-	-	-	-	-	-	18,000	18,000	100%
Arbitrage Rebate Services	350	1,000	-	-	-	-	100	750	-	-	2,200	2,000	110%
Bond Re-Amortizations	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other Contractual Services</b>													
Legal Advertising	194	-	-	-	246	-	-	-	-	3,037	3,476	1,200	290%
Trustee Services	-	3,400	-	-	-	-	-	-	5,859	-	9,258	9,500	97%
Property Appraiser/Tax Collector Fees	-	-	-	-	-	1,194	-	-	-	-	1,194	2,000	60%
Bank Services	34	34	49	35	49	33	38	48	34	36	389	500	78%
<b>Travel and Per Diem</b>													
Communications & Freight Services	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	67	51	58	58	50	125	-	194	-	62	665	800	83%
<b>Insurance</b>													
Printing & Binding	6,928	-	-	-	-	-	-	-	-	-	6,928	7,000	99%
Website Maintenance	-	95	-	111	-	277	178	200	139	-	1,000	2,200	45%
Office Supplies	50	50	50	50	50	50	50	50	50	50	500	1,200	42%
Subscription & Memberships	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Services	175	-	-	-	-	-	-	-	-	-	175	175	100%
Legal - General Counsel	-	-	215	731	-	1,390	569	1,127	1,723	1,141	6,896	30,000	23%

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through July 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	Year to Date	Revised - Total		
												Annual Budget	% of Budget	
Legal - Litigation	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Center Place - Special Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Center Place	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Land Exchange - Salerno	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other General Government Services</b>														
Engineering Services - General Fund	-	58	-	615	1,193	-	228	-	-	-	2,093	7,000	30%	
Reserve Analysis	-	-	-	-	-	-	-	12,265	-	-	12,265	-	N/A	
Asset Administration Services	-	-	-	833	-	833	-	1,667	833	-	4,167	10,000	42%	
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
<b>Sub-Total:</b>	<b>12,207</b>	<b>9,097</b>	<b>25,782</b>	<b>6,627</b>	<b>6,288</b>	<b>8,022</b>	<b>5,572</b>	<b>21,870</b>	<b>12,888</b>	<b>8,736</b>	<b>117,088</b>	<b>148,493</b>	<b>79%</b>	
<b>Hurricane Relief Services</b>														
Engineering Services														
General Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Water Mgt - Debris Removal														
Lake Bank Erosion	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Landscaping - Debris Removal														
Landscaping Removal	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Stormwater Management Services</b>														
Professional Services														
Asset Management	-	3,817	3,817	3,046	3,817	2,983	-	5,967	2,983	-	26,429	35,800	74%	
NPDES	-	-	-	-	-	188	-	-	-	-	188	2,000	9%	
Mitigation Monitoring	-	-	-	-	-	-	-	500	-	-	500	-	N/A	
Utility Services														
Electric - Aeration Systems	-	90	944	511	527	508	497	276	206	-	3,559	4,800	74%	
Lake System														
Aquatic Weed Control	-	4,772	-	9,544	4,772	-	9,544	-	4,772	4,772	38,176	71,000	54%	
Lake Bank Maintenance	-	-	-	-	-	-	-	-	-	-	-	3,000	0%	
Water Quality Testing	-	-	4,310	-	-	-	-	-	4,660	-	8,970	13,840	65%	
Water Control Structures	-	-	-	-	22,650	560	-	-	19,500	-	42,710	26,000	164%	
Grass Carp Installation	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Litoral Shelf Barrier/Replanting	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Cane Toad Removal	4,210	5,455	2,645	840	840	-	-	5,350	3,300	-	22,640	11,000	206%	
Midge Fly Control	810	-	3,050	3,050	3,050	-	-	-	-	9,150	19,110	9,600	199%	
Aeration System	-	-	-	-	-	299	-	-	4,454	-	4,753	2,000	238%	
Fish Re-Stocking	-	-	-	3,888	10,086	-	-	-	-	-	13,974	-	N/A	
Wetland System														
Routine Maintenance	-	3,364	-	6,728	3,364	-	8,228	-	3,364	4,864	29,912	49,100	61%	
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	N/A	

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through July 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	Year to Date	Revised - Total Annual Budget	% of Budget
<b>Capital Outlay</b>													
Aeration Systems	-	-	-	-	-	-	-	-	-	-	-	13,260	0%
Littortal Shelf Replanting/Barrier	-	-	-	-	-	-	-	-	-	-	-	6,000	0%
Lake Bank Restoration	-	900	1,350	1,500	10,082	28,918	63,593	20,130	88,280	-	214,753	-	N/A
Turbidity Screens	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Erosion Restoration	-	-	-	-	-	-	-	-	-	-	-	204,930	0%
Contingencies	-	-	-	-	-	-	-	-	2,425	-	2,425	3,000	81%
<b>Sub-Total:</b>	<b>5,020</b>	<b>18,398</b>	<b>16,115</b>	<b>29,107</b>	<b>59,188</b>	<b>33,456</b>	<b>81,862</b>	<b>32,222</b>	<b>133,945</b>	<b>18,786</b>	<b>428,099</b>	<b>455,330</b>	<b>94%</b>
<b>Landscaping Services</b>													
<b>Professional Management</b>													
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Utility Services</b>													
Electric	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Irrigation Water	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Repairs &amp; Maintenance</b>													
Public Area Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Irrigation System	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Well System	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other Current Charges</b>													
Lee County Assessments	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Charlotte County Assessments	-	419	-	-	-	-	-	-	-	-	419	-	N/A
Hendry County - Panther Habitat Taxes	-	-	-	-	-	-	-	-	-	-	-	600	0%
<b>Operating Supplies</b>													
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Reserves for General Fund</b>													
Water Management System	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Disaster Relief Reserve	-	-	-	-	-	-	-	-	-	-	-	45,000	0%
<b>Sub-Total:</b>	<b>-</b>	<b>419</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>419</b>	<b>95,600</b>	<b>0%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 17,227</b>	<b>\$ 27,914</b>	<b>\$ 41,897</b>	<b>\$ 35,734</b>	<b>\$ 65,475</b>	<b>\$ 41,477</b>	<b>\$ 87,434</b>	<b>\$ 54,093</b>	<b>\$ 146,832</b>	<b>\$ 27,522</b>	<b>\$ 545,606</b>	<b>\$ 699,423</b>	<b>78%</b>
Net Increase/ (Decrease) in Fund Balance	(16,666)	132,389	290,187	11,265	(49,032)	(34,166)	(43,489)	6,317	(145,399)	8,118	159,524	-	
Fund Balance - Beginning	265,802	249,136	381,524	671,711	682,976	633,944	599,778	556,289	562,606	417,208	265,802	265,802	
<b>Fund Balance - Ending</b>	<b>\$ 249,136</b>	<b>\$ 381,524</b>	<b>\$ 671,711</b>	<b>\$ 682,976</b>	<b>\$ 633,944</b>	<b>\$ 599,778</b>	<b>\$ 556,289</b>	<b>\$ 562,606</b>	<b>\$ 417,208</b>	<b>\$ 425,326</b>	<b>425,326</b>	<b>\$ 265,802</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2012 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through July 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>													
Reserve Account	(16,652)	-	-	-	-	-	3,525	-	-	-	(13,127)	7,200	-182%
Prepayment Account	0	-	0	0	0	0	0	0	0	0	0	-	N/A
Revenue Account	1	1	0	1	4	3	4	4	1	1	21	4,500	0%
Interest Account	-	0	-	-	-	-	-	-	-	-	0	-	N/A
<b>Special Assessment Revenue</b>													
Special Assessments - On-Roll	907	211,047	536,830	27,880	26,573	11,810	22,944	97,649	2,311	9,516	947,468	937,856	101%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>													
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ (15,745)</b>	<b>\$ 211,048</b>	<b>\$ 536,830</b>	<b>\$ 27,881</b>	<b>\$ 26,577</b>	<b>\$ 11,813</b>	<b>\$ 26,473</b>	<b>\$ 97,653</b>	<b>\$ 2,312</b>	<b>\$ 9,517</b>	<b>934,362</b>	<b>\$ 949,556</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>													
<b>Debt Service</b>													
<b>Principal Debt Service - Mandatory</b>													
Series 2012 Bonds	-	-	-	-	-	-	-	510,000	-	-	510,000	\$ 510,000	100%
<b>Principal Debt Service - Early Redemptions</b>													
Series 2012 Bonds	-	5,000	-	-	-	-	-	10,000	-	-	15,000	-	N/A
<b>Interest Expense</b>													
Series 2012 Bonds	-	219,778	-	-	-	-	-	219,644	-	-	439,422	439,556	100%
<b>Operating Transfers Out (To Other Funds)</b>													
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 224,778</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 739,644</b>	<b>\$ -</b>	<b>\$ -</b>	<b>964,422</b>	<b>\$ 949,556</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	(15,745)	(13,730)	536,830	27,881	26,577	11,813	26,473	(641,990)	2,312	9,517	(30,060)	-	
Fund Balance - Beginning	621,703	605,959	592,229	1,129,059	1,156,941	1,183,518	1,195,331	1,221,805	579,814	582,126	621,703	870,552	
<b>Fund Balance - Ending</b>	<b>\$ 605,959</b>	<b>\$ 592,229</b>	<b>\$ 1,129,059</b>	<b>\$ 1,156,941</b>	<b>\$ 1,183,518</b>	<b>\$ 1,195,331</b>	<b>\$ 1,221,805</b>	<b>\$ 579,814</b>	<b>\$ 582,126</b>	<b>\$ 591,643</b>	<b>591,643</b>	<b>\$ 870,552</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2015 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through July 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>													
<b>Carryforward</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>													
Reserve Account	(19,015)	-	0	0	0	0	3,881	0	0	0	(15,134)	12,000	-126%
Interest Account	-	0	0	-	-	-	-	0	0	-	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	0	0	-	0	-	N/A
Prepayment Account	-	0	0	0	0	0	0	0	0	0	0	5,600	N/A
Revenue Account	3	3	2	2	3	3	4	4	2	3	28	7,000	N/A
<b>Special Assessment Revenue</b>													
Special Assessments - On-Roll	478	111,390	283,337	14,715	14,025	6,233	12,110	51,539	1,220	5,023	500,069	495,019	101%
Special Assessments - Off-Roll	-	-	-	-	-	-	418,881	-	-	-	418,881	418,881	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Bond Proceeds</b>	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ (18,534)</b>	<b>\$ 111,393</b>	<b>\$ 283,338</b>	<b>\$ 14,717</b>	<b>\$ 14,029</b>	<b>\$ 6,236</b>	<b>\$ 434,876</b>	<b>\$ 51,543</b>	<b>\$ 1,222</b>	<b>\$ 5,025</b>	<b>\$ 903,845</b>	<b>\$ 938,500</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>													
<b>Debt Service</b>													
<b>Principal Debt Service - Mandatory</b>													
Series 2015 Bonds	-	-	-	-	-	-	-	445,000	-	-	445,000	\$ 450,000	99%
<b>Principal Debt Service - Early Redemptions</b>													
Series 2015 Bonds	-	65,000	-	-	-	-	-	-	-	-	65,000	-	N/A
<b>Interest Expense</b>													
Series 2015 Bonds	-	244,250	-	-	-	-	-	242,625	-	-	486,875	488,500	100%
<b>Original Issue Discount</b>	(1,170)	-	-	-	-	-	-	-	-	-	(1,170)	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ (1,170)</b>	<b>\$ 309,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 687,625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 995,705</b>	<b>\$ 938,500</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	(17,364)	(197,857)	283,338	14,717	14,029	6,236	434,876	(636,082)	1,222	5,025	(91,860)	-	
Fund Balance - Beginning	1,019,703	1,002,339	804,481	1,087,820	1,102,537	1,116,566	1,122,802	1,557,677	921,596	922,818	1,019,703	-	
<b>Fund Balance - Ending</b>	<b>\$ 1,002,339</b>	<b>\$ 804,481</b>	<b>\$ 1,087,820</b>	<b>\$ 1,102,537</b>	<b>\$ 1,116,566</b>	<b>\$ 1,122,802</b>	<b>\$ 1,557,677</b>	<b>\$ 921,596</b>	<b>\$ 922,818</b>	<b>\$ 927,843</b>	<b>\$ 927,843</b>	<b>\$ -</b>	