

# MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

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## AGENDA

OCTOBER 13, 2022

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

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# MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

October 6, 2022

Board of Supervisors

Miromar Lakes Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Thursday, October 13, 2022, 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=ee3adc56109219ac4c733cee7acb5a521>

Access Code: **2331 958 2977**, Event Password: **Jpward**

Phone: **408-418-9388** and enter the access code **2331 958 2977** to join the meeting.

## *Agenda*

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1. Call to Order & Roll Call.
2. Consideration of Minutes:
  - I. September 8, 2022 – Regular Meeting.
3. Continued Discussion:
  - I. Reserves for Landscaping.
  - II. Water Management System Turnover.
4. Staff Reports.
  - I. District Attorney.
  - II. District Engineer.
  - III. District Asset Manager.
    - a. Operations Report October 1, 2022.
    - b. Waterway Inspection Report September 2022.
  - IV. District Manager
    - a. Review of current Facilities Maintenance Agreement.
    - b. Financial Statements for period ending September 30, 2022 (unaudited).
5. Supervisor's Requests and Audience Comments.

6. Adjournment.

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The first order of business is the call to order & roll call.

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The second order of business is the consideration and approval of the September 8, 2022, Regular Meeting.

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The third order of business are two continued items related to the reserves for the landscaping program, and towards that end, below is a chart to be discussed at the meeting. The chart outlines very preliminary costs to establish a reserve for any storm related/capital for landscaping that may be needed if the CDD is requested to provide these services. We will provide an update on the discussions with the Developer on turnover of newly constructed portions of the water management system.

**Miromar Lakes Community Development District  
 Landscaping Summary - October, 2022 Board Meeting**

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Description	Amounts	Resident Cost	Notes
Overall Value of All Landscaping	\$ 5,100,000.00	N/A	2017 Dollars
Yearly Capital Improvements	\$ 125,000.00	\$ 80.52	2017 Dollars
Yearly Operating Expenses	\$ 570,000.00	\$ 367.19	2017 Dollars
	\$ 654,000.00	\$ 421.30	2%/year inflator
Reserve Dollars (Various Levels)	\$ 100,000.00	\$ 64.42	
	\$ 150,000.00	\$ 96.63	
	\$ 175,000.00	\$ 112.73	
<b>CAP Rate:</b>		\$ 739.98	
<b>Fiscal Year 2023 Assessment Rate</b>		<u>\$ 620.14</u>	
<b>Amount of Increase before Mailed Notice Required</b>		\$ 119.84	

**Notes:**

- (1) - 1617 Assessable Units
  - (2) - Resident costs includes 4% Discount
  - (3) - Last Budget with Landscaping did not include capital
-

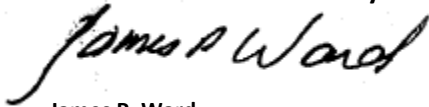
The fourth order of business are staff reports by the District Attorney, District Engineer, and District Asset Manager, including the Operations Report, dated October 1, 2022. The District Manager will review financial Statements for the period ending September 30, 2022 (unaudited).

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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

**The Fiscal Year 2023 schedule is as follows:**

October 13, 2022	November 10, 2022
December 8, 2022	January 12, 2023
February 9, 2023	March 9, 2023
April 13, 2023	May 11, 2023
June 8, 2023	July 13, 2023
August 10, 2023	September 14, 2023



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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, August 11, 2022, at 2:00 p.m. at the Library in the Beach Clubhouse, 18061  
12 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.  
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**Present and constituting a quorum:**

23 Alan Refkin	Chair
24 Michael Weber	Vice Chair
25 Patrick Reidy	Assistant Secretary
26 Doug Ballinger	Assistant Secretary
27 Mary LeFevre	Assistant Secretary (arrived at 2:05 p.m.)

28  
29  
30  
31  
32  
33  
34  
35  
36

**Also present were:**

37 James P. Ward	District Manager
38 Greg Urbancic	District Attorney
39 Bruce Bernard	Asset Manager

40  
41  
42  
43  
44  
45  
46  
47  
48

**Audience:**

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.

**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, with the exception of Supervisor LeFevre, constituting a quorum. Ms. LeFevre arrived at approximately 2:05 p.m.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes**

**August 11, 2022 – Regular Meeting Minutes**

Mr. Ward asked if there were any additions, deletions, or corrections for the Minutes.

Mr. Ballinger noted a mistake in the Agenda.

Mr. Ward indicated the Agenda would be corrected for the next Meeting.

Mr. Weber asked for "landscape maintenance agreement" to be added to line 46 in order to clarify what was being discussed.

49  
50 Mr. Ward indicated this would be done. He asked if there were any other changes to the Minutes;  
51 hearing none, he called for a motion to approve the Minutes as amended.

52  
53 **On MOTION made by Mr. Mike Weber, seconded by Mr. Doug**  
54 **Ballinger, and with all in favor, the August 11, 2022, Regular Meeting**  
55 **Minutes were approved as amended.**

56  
57  
58 **THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2022-12**

59  
60 **The third order of business is consideration Resolution 2022-12, a resolution of the Board of**  
61 **Supervisors of the Miromar Lakes Community Development District a resolution designating the**  
62 **Registered Agent; designating the Office and Location of the Registered Office; and providing for**  
63 **conflicts and invalid provisions and providing for an effective date**

64  
65 Mr. Ward stated in the old days, there was a requirement in the Statute to name a Registered Agent,  
66 Registered Office, and an Office of Location in the County in which the District resided. He explained the  
67 Resolution which accomplished this was still in place; however, Statute changed to remove the  
68 requirement for an Office of Location due to the prolific use of electronic records. He indicated this  
69 Resolution updated the provisions and named himself as the Registered Agent and his office as the  
70 Registered Office and removed the Office of Location. He asked if there were any questions; hearing  
71 none, he called for a motion.

72  
73 **On MOTION made by Mr. Mike Weber, seconded by Mr. Pat Reidy,**  
74 **and with all in favor, Resolution 2022-12 was adopted, and the Chair**  
75 **was authorized to sign.**

76  
77  
78 **FOURTH ORDER OF BUSINESS**

**Staff Reports**

79  
80 **I. District Attorney**

81  
82 Mr. Greg Urbancic reported the Interlocal Agreement was fully executed and recorded in the public  
83 record.

84  
85 Mr. Ward indicated the Interlocal Agreement was between this District and the Esplanade Lake Club  
86 CDD.

87  
88 **II. District Engineer**

89  
90 No report.

91  
92 **III. Asset Manager**

93  
94 **a) Operations Report September 1, 2022**  
95

96 Mr. Bruce Bernard reported spraying for apple snails was completed. He indicated he checked on  
97 the area Mr. Weber had noted toads crossing the road; these were not cane toads, they were nice  
98 green toads. He stated the green toads were good for the ecological system. He reported CDD  
99 Staff reviewed two rip rap locations, both locations were not yet approved; however, if the CDD  
100 requirements were met then the rip rap would be brought into the CDD.

101  
102 Mr. Bernard stated a report from Solitude indicated the carp were not overwhelming in numbers,  
103 the difficulty was in the lake's nutrients. He stated the next step was determining what could be  
104 planted which would thrive in the current nutrient environment of the lake. He noted nutrients  
105 entered the water from runoff and fertilization, and not much was entering this lake as most of  
106 the lake, on the Miromar Lakes side, was rip rap and there was not much runoff into the lake.

107  
108 Mr. Ward asked how often Solitude would update this report.

109  
110 Mr. Bernard responded in six weeks there would be an updated report. He noted there would  
111 probably be one more report before dry season arrived. He stated the new plants would ideally  
112 be planted in March or April, right before the rainy season.

113  
114 Mr. Ward asked if Solitude could produce a report with more pictures and a better writeup which  
115 could be posted on the CDD's website and would be a good point of reference in the future.

116  
117 Mr. Bernard stated he felt it might be a little too early in the process for that type of report, and as  
118 the CDD was not paying for this report it might be a big ask. He stated just obtaining this  
119 information would be good for what would be done in the future. He stated next year when  
120 installation began, pictures should be taken every two months to document how plants were  
121 growing, etc., and to document a history of how the lake progressed.

122  
123 Ms. LeFevre asked about the cane toad traps.

124  
125 Mr. Bernard responded the cane toad traps were a part of next year's budget and as such would  
126 be purchased next fiscal year, possibly in October. He noted Miromar Lakes was also purchasing  
127 traps and hopefully between the CDD and Miromar Lakes, 100 to 150 traps would be distributed  
128 throughout the community. He stated he asked Heather from Miromar Lakes to send out an email  
129 blast with information about the traps so residents would be aware and not be alarmed.

#### 130 131 **IV. District Manager**

##### 132 133 **a) Review of current Facilities Maintenance Agreement**

134  
135 Mr. Ward stated he included the executed Facilities Maintenance Agreement in today's Agenda if  
136 the Board had any questions.

137  
138 Mr. Reidy stated the wording indicated the Association was responsible "for maintaining,  
139 repairing, replacing the landscaping which may be now or in the future located on the District  
140 property." He noted the question became, if there were a hurricane or storm and trees were  
141 knocked down, who would replace the trees. He asked who was on the HOA Board.

142  
143 Discussion ensued regarding the HOA Board.

144  
145 Mr. Ward stated he believed Rich Pomeroy took over the HOA presidential responsibilities after  
146 Tim left.

147  
148 Discussion continued regarding the HOA and the HOA's responsibilities according to this  
149 Agreement.

150  
151 Mr. Ward stated the HOA had a large amount of money in a reserve account, approximately \$9  
152 million dollars, and if there were a hurricane, the HOA would take care of the capital expenditures  
153 for any landscaping assets in the District. He stated he did not believe this would be problematic  
154 as long as Miromar was still in control and had \$9 million dollars; however, Miromar would not  
155 put this in writing and would not make any changes to the Agreement, so basically this was a  
156 "handshake deal." He stated he would be happy to reach out to Mr. Pomeroy and discuss this  
157 matter if the Board wished; however, even if Mr. Pomeroy said yes, the HOA could change its  
158 mind at any time.

159  
160 Discussion ensued regarding the HOA; the HOA transitioning to the homeowners in the next few  
161 years; and how much the CDD would need in its reserve account if it found itself responsible for  
162 the landscaping assets.

163  
164 Mr. Ward discussed his experience with another District in which the HOA gave the assets back to  
165 the District for maintenance and the difficulty financing such maintenance, as well as the difficulty  
166 building a proper reserve account. He cautioned the CDD not to become too dependent upon the  
167 HOA.

168  
169 Mr. Reidy indicated it would take a substantial increase in CDD fees in order to build a proper  
170 reserve fund to cover emergency expenditures.

171  
172 Mr. Ward concurred.

173  
174 Discussion ensued regarding how much of a reserve account was needed; the necessary increase  
175 in CDD assessments to fund the reserve account; the HOA refusing to assign a portion of its  
176 existing reserve account as a designated reserve account for landscaping assets; the possibility of  
177 adding \$1 million dollars to the reserve fund with the next budget; the fact that ultimately the  
178 HOA could decide it did not wish to take care of the landscaping and the CDD would be forced to  
179 take over full responsibility; the HOA being required to submit notice by May 31 if it wished to  
180 relinquish control and maintenance of landscaping for the next fiscal year; the wish to keep  
181 resident fees low and keep the District looking beautiful; the disconnect between the CDD Board  
182 and the HOA Board since Tim left; and the CDD's wish to reconnect with the HOA Board.

183  
184 Mr. Alan Refkin discussed why Tim often attended the CDD Board Meetings and he suggested  
185 inviting Rich to attend.

186  
187 Mr. Ward indicated he did invite Rich to attend but would do so again.

188  
189 Discussion ensued regarding the reduced state of the CDD's capital budget due to Hurricane Irma  
190 repairs; and how Hurricane Irma affected the CDD's budget.

191

192 Mr. Reidy asked about the \$16,000 dollars spent on engineering services according to the  
193 Financial Statement, page 4. He noted there was only \$5,000 dollars budgeted for engineering  
194 services. He asked if this increase in expenditure was due to the Stormwater Needs Assessment  
195 required by the State.

196  
197 Mr. Ward responded in the affirmative; he felt most of the increase was due to the Stormwater  
198 Needs Report, but he would need to look and see exactly what caused the increase.

199  
200 Mr. Reidy asked about the Water Control Structures with a \$32,600 dollar expenditure in August,  
201 and almost \$49,000 dollars spent year to date but with only \$25,000 dollars budgeted.

202  
203 Mr. Bernard stated the funds were reclassified from other areas to cover this expenditure.

204  
205 Mr. Reidy asked about the fish restocking expenditure.

206  
207 Mr. Bernard stated this was what was spent to plant the lily pads.

208  
209 Mr. Reidy asked if the CDD intended to eventually own lakes 3D and 3E; these lakes were marked  
210 as not owned by the CDD on the map.

211  
212 Mr. Ward explained Tony Craparo (ph) (President of the Board for Montebello and San Marino)  
213 wished to turn these lakes over to the CDD and he put Tony in touch with Charlie to work out the  
214 details. He indicated the last time he spoke with Tony, about a month ago, Tony was grappling  
215 with the expense of engineering dollars needed to get the system certified and inspected and in  
216 the necessary condition to turn over to the CDD.

217  
218 Mr. Reidy asked what was required to ensure the lakes were in good enough condition to  
219 surrender to the CDD.

220  
221 Mr. Ward stated he did not believe the lakes were not good enough; however, the lakes had never  
222 been inspected to see if they were good enough. He explained the lakes had never been  
223 inspected by the CDD, including the stormwater system, so it had to be inspected and certified by  
224 someone prior to surrender. He indicated it was not necessary for Charlie specifically to perform  
225 the inspection, but he believed Charlie would be the least expensive.

226  
227 Discussion ensued regarding the lakes; whether the lakes had rip rap; the lakes needing bank  
228 restoration; and the lakes needing to be restored prior to CDD acceptance.

229  
230 Discussion ensued regarding a stormwater system the HOA wished to dedicate to the CDD.

231  
232 Mr. Ward explained Miromar had taken the position it was going to dedicate the portions of the  
233 water management system which were supposed to go to the CDD to the Master HOA, and at  
234 some point down the road, the water management system could be transferred from the Master  
235 to the CDD. He stated this was still the plan. He stated any portion of the water management  
236 system which were not currently in the name of the CDD were being maintained by the  
237 homeowner's association.

238

239 Ms. LeFevre stated Miromar claimed the stormwater management system under consideration  
240 was new and should not need inspection.

241  
242 Mr. Refkin stated Bella Vista also wanted to turn over its stormwater management system;  
243 however, it was much older and definitely needed inspection. He stated every single lake and  
244 stormwater system had been inspected prior to being turned over to the CDD. He explained this  
245 was important as the CDD was not responsible for maintenance prior to taking over a lake or  
246 stormwater system and therefore could not be certain of its condition.

247  
248 Discussion continued regarding whether Miromar needed to have the stormwater management  
249 system inspected prior to turning it over to the CDD; and the cost of inspection.

250  
251 Mr. Bernard stated Miromar Lakes was asked to obtain a letter from the engineer certifying the  
252 stormwater management system was ready for transfer.

253  
254 Discussion continued regarding the need for inspection of the stormwater management system  
255 and lakes prior to the CDD taking over; the difficulties which arise when HOA's maintain the  
256 stormwater management system; the need to take over the stormwater management system in  
257 its entirety; and the expense of maintaining the stormwater management system.

258  
259 Mr. Urbancic discussed the difficulty condominiums had severing the fee simple titles to these  
260 properties in order to convey the properties to the CDD, and the difficulty condominiums had  
261 creating easements for the CDD.

262  
263 Mr. Ward stated the bigger issue was a significant portion of the water management system was  
264 going to the HOA for this project; however, it was the CDDs responsibility to operate and maintain  
265 the stormwater system. He stated if the CDD did not have ownership of the stormwater  
266 management system in its entirety it would be a problem.

267  
268 Mr. Refkin noted the cost of having stormwater management systems inspected was  
269 approximately \$1,000 dollars in engineering costs, plus a minimal cost of providing copies of the  
270 permits and copies of the engineering reports.

271  
272 Discussion ensued regarding Miromar being reluctant to spend these minimal costs while  
273 spending inordinate amounts of money on flowers; whether the stormwater management system  
274 could be accepted without an inspection; and the importance of following the proper procedures  
275 laid out by Resolution and other legal documents.

276  
277 Mr. Ward explained Miromar did not have any incentive to turn the stormwater management  
278 system over to the CDD if there were any expense or bureaucracy attached, especially when it  
279 could simply sign a document and send it over to the HOA and be done with the process. He  
280 stated a policy needed to be adopted which enabled the CDD to accept such systems with only the  
281 certificates provided by the regulatory agencies upon construction completion.

282  
283 Discussion ensued regarding Mr. Ward's comments; the fact that the problem of maintenance of  
284 the stormwater management system did not go away if the HOA owned the stormwater  
285 management system; the homeowner's association and the CDD consisting of the same residents,  
286 but the CDD being better equipped to deal with the stormwater management system than the

287 HOA; and residents being upset if assessments increased due to additional needed water  
288 management system maintenance.

289

290 Mr. Ward explained the likelihood of larger financial problems transitioning to the CDD from a  
291 developer constructed system which was just certified and was brand new was relatively slim;  
292 however, if the stormwater management system was neglected for five years by the HOA, then it  
293 could become a large financial problem. He agreed there were some problem areas, like San  
294 Marino and Ravenna, but the big problem of the developer transferring the stormwater  
295 management systems to HOA in the middle of the project like this one, where much of it was  
296 already in the CDD, did not make much sense. He stated the CDD should try to get past the need  
297 to obtain inspections and simply accept the certifications for the larger portions of these new  
298 constructions. He stated the older construction systems still should require inspections and to be  
299 brought up to standard before transferring to the CDD. He stated it was more important for the  
300 stormwater management system to be owned by a single entity for maintenance purposes than to  
301 insist upon inspections for new construction systems.

302

303 Ms. LeFevre asked if it would be easier to transfer the stormwater management system from the  
304 developer than from the HOA.

305

306 Mr. Ward responded in the affirmative; it was substantively easier. He explained why this was the  
307 case. He recommended changing policy to allow the developer to turn over the permit and the  
308 completion certificates from the County or South Florida or whomever to the District and the  
309 District would accept the system "as is." He stated this policy should apply to new construction  
310 systems only. He noted there were only three old construction systems left which needed  
311 transfer to the CDD, but these old construction systems were prime examples of how difficult it  
312 was to transfer the systems from the HOAs to the CDD.

313

314 Discussion continued regarding the cost of transfer of stormwater management systems.

315

316 Mr. Weber asked Mr. Ward to create a policy for review at the next Board meeting.

317

318 Mr. Ward stated there were a few things he needed to do and a few people he needed to speak  
319 with before a policy could be created, but he would work on it. He stated landscaping could be  
320 further discussed in December, January, and/or February.

321

322

323 **FIFTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

324

325 Mr. Ward asked if there were any Supervisor's Requests; there were none. He asked if there were any  
326 audience comments or questions; there were none.

327

328

329 **SIXTH ORDER OF BUSINESS**

**Adjournment**

330

331 Mr. Ward adjourned the meeting at approximately 3:02 p.m.

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

Miromar Lakes Community Development District

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

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

DRAFT









**Miromar Lakes CDD**

Date: October 1, 2022  
 To: James P. Ward- District Manager  
 From: Bruce Bernard - Field Asset Manager  
 Subject: CDD Monthly Report –September 2022, Report  
 CGA P.N.: 13-5692

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**Lake Maintenance**

Solitude continues its monitoring of the existing and new wetland plants within Lake 5/6 north for any consequences from the remaining carp on these plantings. CDD staff will be working with Solitude to produce the Phase 1 wetland plantings species and quantities so staff can solicit quotes to install these plantings in the second quarterly of this year’s fiscal budget.

Wild Things and Scott’s Animal Service continue toad larvae and cane toad skimming and removal in and around the lakes. Both contractors are within the community several times each week working on a schedule of the subdivisions to check each week.

**Stormwater Management**

CDD stormwater vendor (MRI) has been given the locations for this year’s drainage system video taping of existing drainage piping and structures. Contractor will provide CDD staff with proposal and once accepted, staff will schedule to begin this process.

**Landscape**

Hurricane Ian damage to CDD deeded property is estimated to be approx.... 120 trees that are down either along, 1-75 berm, Ben Hill Griffin berm, FCGU berm, and Peninsula berm. There are other trees that have damages limbs that also need to be removed.

- 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



**Calvin, Giordano & Associates, Inc.**  
E X C E P T I O N A L   S O L U T I O N S <sup>™</sup>

Rip-rap Lake banks were still under water in many locations, but those that were visible showed minor damage. Will re-evaluate once storm water levels recede.

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  
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# SOLITUDE

LAKE MANAGEMENT



## Miromar Lakes CDD Waterway Inspection Report

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**Reason for Inspection:** Routine Scheduled

**Inspection Date:** 2022-09-07

**Prepared for:**

**Miromar Lakes CDD  
10160 Miromar Lakes Blvd.  
Fort Myers, Florida 33913**

**Prepared by:**

Ean Sims, Field Operations Manager, Aquatic Biologist

FORT MYERS FIELD OFFICE  
SOLITUDELAKEMANAGEMENT.COM  
888.480.LAKE (5253)

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Site: 1A

Comments:

Normal growth observed

Spot treat for vines and brush. Algae and aquatic weeds are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Site: 1B

Comments:

Requires attention

Shoreline grasses and brush are well maintained, spot treat alligator weed. Algae and aquatic weeds are at controlled levels. Spot treat Thalia along the fairways



Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Site: 1C

Comments:

Normal growth observed

Treat for shoreline grasses. Algae and aquatic weeds are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 2A

Comments:

Treatment in progress  
Shows improvement. Spot treat for vines, brush and grasses, treat thalia along fairway. Algae and aquatic weeds are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 3A

Comments:

Treatment in progress  
Much of the previous growth was treated continue to treat remaining, vines, grasses, and brush. Algae and aquatic weeds are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 3B

Comments:

Normal growth observed  
Shoreline grasses and brush are well maintained. Treat for marine naiad and algae as needed

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation





Site: 3C

**Comments:**

Requires attention

Treat for vines, grasses, and algae. Aquatic weeds are at controlled levels. Treat Bull Rush on homeowners side.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



Site: 6A

**Comments:**

Requires attention

Treat for vines, and alligatorweed. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



Site: 6B

**Comments:**

Requires attention

Shoreline grasses and brush are well maintained, minimal growth in littorals. Continue to spot treat. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds





Site: 6C

**Comments:**

Requires attention

Spot treat alligatorweed, and pennywort. Aquatic weeds are at controlled levels. Minimal surface algae noted.



**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds

Site: 6D

**Comments:**

Normal growth observed

Shoreline grasses and brush are well maintained, minimal growth noted. Algae and aquatic weeds are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds

Site: 6E

**Comments:**

Site looks good

Shoreline is well maintained. Algae and aquatic weeds are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Alligatorweed



Site: 6F

Comments:

Normal growth observed

Spot treat torpedograss. Algae and aquatic weeds are at controlled levels. Algae noted in littorals treat as necessary.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6G

Comments:

Requires attention

Spot treat shoreline for alligatorweed, and brush. Algae needs treatment. Aquatic weeds are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6H

Comments:

Requires attention

Treat for grasses and alligatorweed. Algae and aquatic weeds are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds





Site: 6I

Comments:

Normal growth observed

Spot treat torpedograss. Algae and aquatic weeds are at controlled levels. Minimal debris noted.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 6J

Comments:

Requires attention

Shoreline grasses and algae need treatment. Submersed vegetation is at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 6K

Comments:

Normal growth observed

Continue to treat for vines and torpedograss. Algae and aquatic weeds are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6L

**Comments:**

Normal growth observed

Shoreline is well maintained, minimal growth noted. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae



Site: 6M

**Comments:**

Site looks good

Shoreline grasses and brush are well maintained. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 6N

**Comments:**

Normal growth observed

Shoreline grasses and brush are well maintained. Monitor planktonic algae, treat as necessary. Aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Planktonic algae





Site: 6O

**Comments:**

Treatment in progress

Continue to treat alligatorweed, and grasses. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



Site: 6P

**Comments:**

Normal growth observed

Treat for alligatorweed. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss



Site: 6R

**Comments:**

Normal growth observed

Shoreline grasses and brush are well maintained. Monitor algae, treat as needed. Aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae





Site: 5/6-1

**Comments:**

Site looks good

Shoreline is well maintained, spot treat more isolated coves for grasses. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



Site: 5/6-2

**Comments:**

Site looks good

Shoreline is well maintained. Algae and aquatic weeds are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 5/6-3

**Comments:**

Site looks good

Spot treat minimal torpedograss. Algae and aquatic weeds are controlled.

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss



Site: 5/6-4

**Comments:**

Site looks good

Spot treat minimal torpedograss, and treat in more isolated coves and canals. Algae and aquatic weeds are controlled.

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

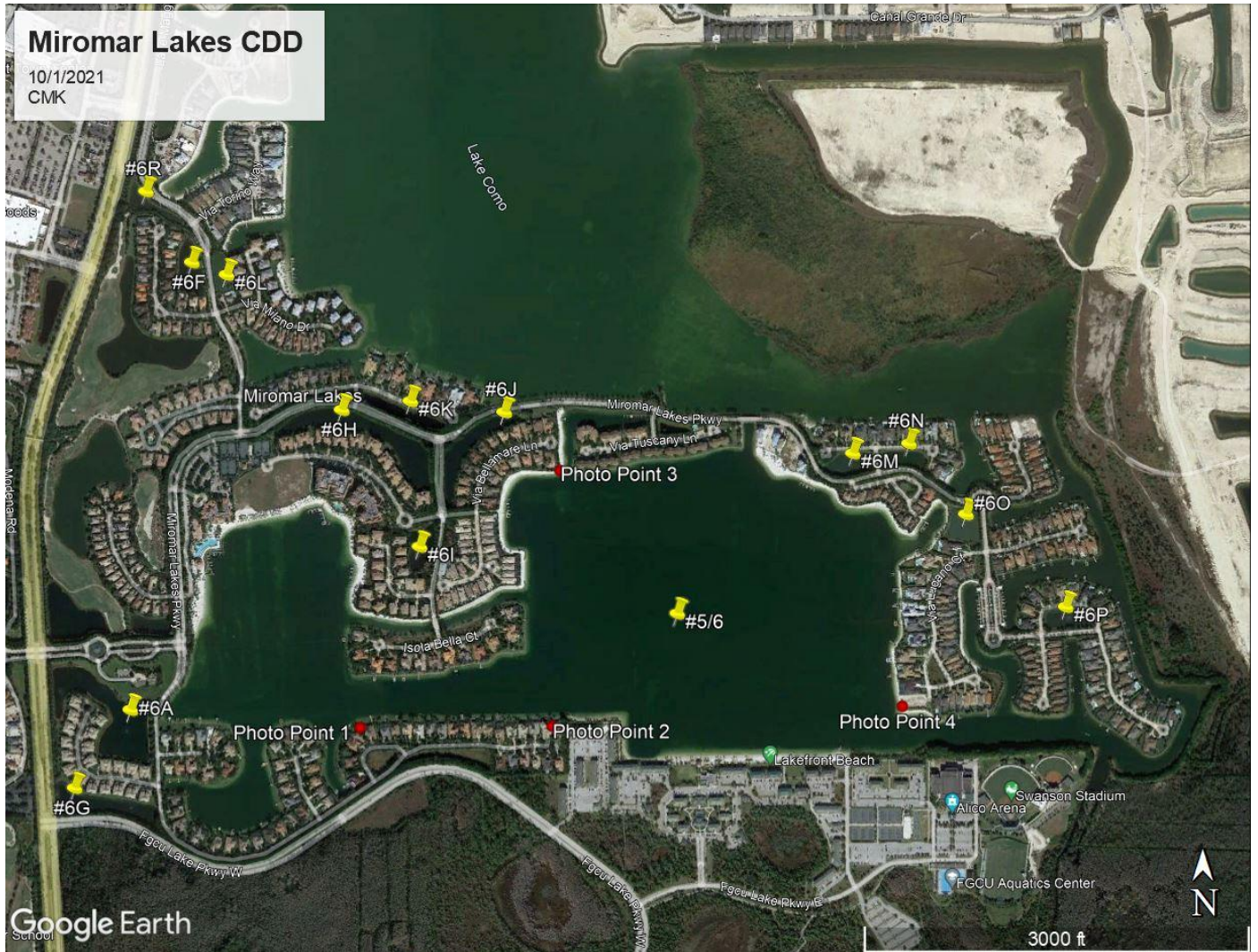
**Management Summary****Observations and Action Items:**

- The main issues found during the inspection were the growth of shoreline weeds and algae. The algae is typical during this time of the year, these sites (6N,6J,6G) will be prioritized in the coming visit. Shoreline weed growth is improved compared to last quarter and was not too severe in most lakes. Targets include: alligatorweed, vines, torpedograss, growing with the beneficial littoral plants as well as Thalia along the golf course fairways. The shoreline buffer around the golf course lakes may be unintentionally contributing to the weed growth since the buffer can act as a seed source and it is in close proximity to the lake littoral plants. The buffer can help reduce fertilizer entering the ponds and help mitigate erosion but can exacerbate weed growth in beneficial littorals.

- The next quality control report will be due December 2022.

Site	Comments	Target	Action Required
1A	Normal growth observed	Shoreline weeds	Routine maintenance next visit
1B	Requires attention	Shoreline weeds	Routine maintenance next visit
1C	Normal growth observed	Shoreline weeds	Routine maintenance next visit
2A	Treatment in progress	Shoreline weeds	Routine maintenance next visit
3A	Treatment in progress	Shoreline weeds	Routine maintenance next visit
3B	Normal growth observed	Submersed vegetation	Routine maintenance next visit
3C	Requires attention	Shoreline weeds	Routine maintenance next visit
6A	Requires attention	Shoreline weeds	Routine maintenance next visit
6B	Requires attention	Shoreline weeds	Routine maintenance next visit
6C	Requires attention	Shoreline weeds	Routine maintenance next visit
6D	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6E	Site looks good	Alligatorweed	Routine maintenance next visit
6F	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6G	Requires attention	Shoreline weeds	Routine maintenance next visit
6H	Requires attention	Shoreline weeds	Routine maintenance next visit
6I	Normal growth observed	Torpedograss	Routine maintenance next visit
6J	Requires attention	Torpedograss	Routine maintenance next visit
6K	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6L	Normal growth observed	Surface algae	Routine maintenance next visit
6M	Site looks good	Species non-specific	Routine maintenance next visit
6N	Normal growth observed	Planktonic algae	Routine maintenance next visit
6O	Treatment in progress	Shoreline weeds	Routine maintenance next visit
6P	Normal growth observed	Torpedograss	Routine maintenance next visit
6R	Normal growth observed	Surface algae	Routine maintenance next visit
5/6-1	Site looks good	Shoreline weeds	Routine maintenance next visit
5/6-2	Site looks good	Species non-specific	Routine maintenance next visit
5/6-3	Site looks good	Torpedograss	Routine maintenance next visit
5/6-4	Site looks good	Torpedograss	Routine maintenance next visit









## FACILITIES MAINTENANCE AGREEMENT

**THIS FACILITIES MAINTENANCE AGREEMENT (“Agreement”)** is made and entered into as of the 7<sup>th</sup> day of June, 2018 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 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. 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 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 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 Association agrees to undertake the responsibility for the Landscaping on the District Property on the terms and conditions set forth in this Agreement.



## FACILITIES MAINTENANCE AGREEMENT

F. The 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.** 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.

4. **Representative.** The District will designate in writing a person to act as the 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 agrees to meet with the District's representative, as designated by the District Manager, as is reasonably necessary to evaluate the Landscaping and discuss conditions, schedules, and items of concern regarding this Agreement.



## FACILITIES MAINTENANCE AGREEMENT

5. **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.

6. **Inspections by the Association.** The Association will perform regular on-site inspections of the Landscaping to determine their 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 2. 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.

7. **Term/Renewal.** The initial term of this Agreement will commence on January 1, 2019 and will run through September 30, 2019, 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 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.

8. **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.

9. **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



## FACILITIES MAINTENANCE AGREEMENT

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.

10. **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



## FACILITIES MAINTENANCE AGREEMENT

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.

11. **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.

12. **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.

13. **Public Records.** The 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, 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 1) keep and maintain public records required by the District to perform the Services; 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 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 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:

## FACILITIES MAINTENANCE AGREEMENT

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 (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK, FLORIDA 33334.

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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



## FACILITIES MAINTENANCE AGREEMENT

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 Northeast 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, Florida 33334  
Attention: James P. Ward, District Manager  
[jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.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.

21. **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.

22. **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

## FACILITIES MAINTENANCE AGREEMENT

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.

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

24. **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.

25. **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.)*

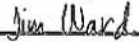
**FACILITIES MAINTENANCE AGREEMENT**

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

**DISTRICT:**

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

**ATTEST:**

DocuSigned by:  
  
\_\_\_\_\_  
James P. Ward, Secretary

By:   
\_\_\_\_\_  
David Herring, Chairman

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

**ASSOCIATION:**

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

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

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

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

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

# FACILITIES MAINTENANCE AGREEMENT

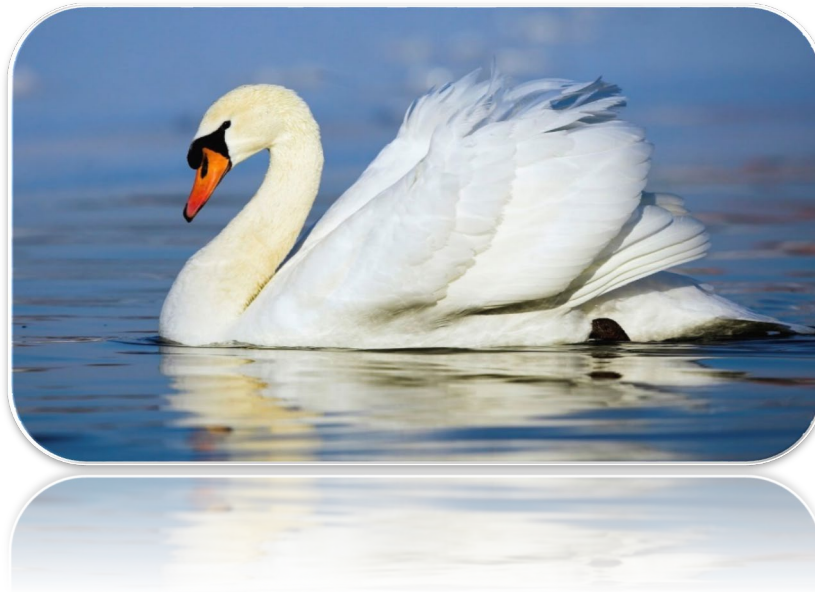
## Exhibit "A" Berm and Median Landscape Areas

# FACILITIES MAINTENANCE AGREEMENT

## Exhibit "B" Interlocal Agreement

# **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

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## **FINANCIAL STATEMENTS - SEPTEMBER 2022**

FISCAL YEAR 2022

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

*Miromar Lakes Community Development District*

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*JPWard & Associates, LLC*

2301 NORTHEAST 37 STREET  
FORT LAUDERDALE,  
FLORIDA 33308

**Miromar Lakes Community Development District  
Balance Sheet  
for the Period Ending September 30, 2022**

	Governmental Funds					Capital Projects Fund	Account Groups		Totals (Memorandum Only)
	Debt Service Funds				Series 2022		General Long	General Fixed	
	General Fund	Series 2012	Series 2015	Series 2022			Term Debt	Assets	
<b>Assets</b>									
<b>Cash and Investments</b>									
General Fund - Invested Cash	\$ 695,738	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 695,738
Debt Service Fund									
Interest Account	-	-	-	112,839	-	-	-	-	112,839
Sinking Account	-	-	-	-	-	-	-	-	-
Reserve Account	-	-	453,813	-	-	-	-	-	453,813
Revenue	-	-	489,372	42,328	-	-	-	-	531,699
Prepayment Account	-	-	11,910	-	-	-	-	-	11,910
Escrow Fund Account	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	-	-	-	-	-
<b>Due from Other Funds</b>									
General Fund	-	-	15,485	26,330	-	-	-	-	41,815
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-
<b>Market Valuation Adjustments</b>									
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	1,152,076	-	-	1,152,076
Amount to be Provided by Debt Service Funds	-	-	-	-	-	14,452,924	-	-	14,452,924
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	36,514,917	-	36,514,917
<b>Total Assets</b>	<b>\$ 695,738</b>	<b>\$ -</b>	<b>\$ 970,579</b>	<b>\$ 181,497</b>	<b>\$ -</b>	<b>\$ 15,605,000</b>	<b>\$ 36,514,917</b>	<b>\$ -</b>	<b>\$ 53,967,731</b>



**Miromar Lakes Community Development District  
Balance Sheet  
for the Period Ending September 30, 2022**

	Governmental Funds					Capital Projects Fund	Account Groups		Totals (Memorandum Only)
	Debt Service Funds				Series 2022		General Long	General Fixed	
	General Fund	Series 2012	Series 2015	Series 2022			Term Debt	Assets	
<b>Liabilities</b>									
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Other Funds</b>									
General Fund		-	-	-	-	-	-	-	-
Debt Service Fund(s)	41,815	-	-	-	-	-	-	-	41,815
Other Developer	-	-	-	-	-	-	-	-	-
<b>Bonds Payable</b>									
Current Portion - Series 2012	-	-	-	-	-	0	-	-	-
Current Portion - Series 2015	-	-	-	-	-	0	-	-	-
Current Portion - Series 2022	-	-	-	-	-	0	-	-	-
Long Term - Series 2012	-	-	-	-	-	0	-	-	-
Long Term - Series 2015	-	-	-	-	-	8,645,000	-	-	8,645,000
Long Term - Series 2022	-	-	-	-	-	6,960,000	-	-	6,960,000
<b>Total Liabilities</b>	<b>\$ 41,815</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,605,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,646,815</b>
<b>Fund Equity and Other Credits</b>									
Investment in General Fixed Assets	-	-	-	-	-	-	36,514,917	-	36,514,917
<b>Fund Balance</b>									
<b>Restricted</b>									
Beginning: October 1, 2021 (Audited)	-	690,801	1,136,694	-	-	-	-	-	1,827,494
Results from Current Operations	-	(690,801)	(166,114)	181,497	-	-	-	-	(675,418)
<b>Unassigned</b>									
Beginning: October 1, 2021 (Audited)	320,696	-	-	-	-	-	-	-	-
<b>Allocation of Fund Balance</b>									
Reserve for Water Management System	105,000	-	-	-	-	-	-	-	105,000
Reserve for Disaster Relief Reserve	95,000	-	-	-	-	-	-	-	95,000
Results from Prior Year Operations	120,696	-	-	-	-	-	-	-	120,696
Results of Current Operations	333,227	-	-	-	-	-	-	-	333,227
<b>Total Fund Equity and Other Credits</b>	<b>\$ 653,923</b>	<b>\$ -</b>	<b>\$ 970,579</b>	<b>\$ 181,497</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,514,917</b>	<b>\$ -</b>	<b>\$ 38,320,916</b>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<b>\$ 695,738</b>	<b>\$ -</b>	<b>\$ 970,579</b>	<b>\$ 181,497</b>	<b>\$ -</b>	<b>\$ 15,605,000</b>	<b>\$ 36,514,917</b>	<b>\$ -</b>	<b>\$ 53,967,731</b>

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2022**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget	
<b>Revenue and Other Sources</b>																
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	N/A	
<b>Interest</b>																
Interest - General Checking	3	3	12	9	8	8	8	7	2	0	0	0	60	100	60%	
<b>Special Assessment Revenue</b>																
Special Assessments - On-Roll	239	210,890	447,855	17,302	16,261	8,554	6,547	5,259	8,637	6,653	-	-	728,197	725,565	100%	
Special Assessments - Off-Roll	34,164	-	-	34,164	-	-	34,164	-	-	34,164	-	-	136,655	136,655	100%	
<b>Miscellaneous Revenue</b>																
Easement Encroachments	-	1,050	-	70	-	-	70	-	-	-	-	-	1,189	-	N/A	
<b>Intragovernmental Transfer In</b>																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
<b>Total Revenue and Other Sources:</b>	<b>\$ 34,406</b>	<b>\$ 211,943</b>	<b>\$ 447,868</b>	<b>\$ 51,544</b>	<b>\$ 16,269</b>	<b>\$ 8,562</b>	<b>\$ 40,788</b>	<b>\$ 5,266</b>	<b>\$ 8,639</b>	<b>\$ 40,817</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>866,101</b>	<b>\$ 862,320</b>	<b>100%</b>	
<b>Expenditures and Other Uses</b>																
<b>Legislative</b>																
Board of Supervisor's - Fees	1,000	1,000	1,000	-	1,000	2,000	1,000	1,000	1,000	800	1,200	1,000	12,000	12,000	100%	
Board of Supervisor's - Taxes	77	77	77	-	77	153	77	77	77	61	92	77	918	918	100%	
<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	3,333	3,333	40,000	40,000	100%	
<b>Financial and Administrative</b>																
Audit Services	-	-	4,100	-	-	-	-	-	-	-	-	-	4,100	4,100	100%	
Accounting Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Assessment Roll Services	-	-	18,000	-	-	-	-	-	-	-	-	-	18,000	18,000	100%	
Arbitrage	-	1,000	-	-	-	-	-	-	-	500	-	-	1,500	2,000	75%	
Bond Re-amortization	-	-	-	-	-	-	-	-	-	-	-	100	100	-	N/A	
<b>Other Contractual Services</b>																
Legal Advertising	-	297	-	-	-	-	-	-	399	2,712	-	-	3,408	1,200	284%	
Trustee Services	-	3,400	-	-	-	5,859	-	-	-	-	-	-	9,258	9,300	100%	
Dissemination	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Bond Amortization Schedules	-	250	-	-	-	-	-	-	-	-	-	-	250	-	N/A	
Property Appraiser/Tax Collector Fees	-	1,216	-	-	-	-	-	-	-	-	-	-	1,216	1,300	94%	
Bank Services	36	34	36	37	33	21	25	26	26	25	22	21	341	500	68%	
<b>Travel and Per Diem</b>																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
<b>Communications &amp; Freight Services</b>																
Postage, Freight & Messenger	-	133	64	-	80	74	140	84	64	64	285	313	1,301	800	163%	
<b>Insurance</b>																
	-	7,170	-	-	-	-	-	-	-	-	-	-	7,170	7,000	102%	
<b>Printing &amp; Binding</b>																
	-	635	-	-	263	573	340	223	-	202	-	-	2,235	2,200	102%	
<b>Website Maintenance</b>																
	50	50	50	-	50	50	-	-	-	-	300	-	550	1,200	46%	
<b>Office Supplies</b>																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
<b>Subscription &amp; Memberships</b>																
	-	175	-	-	-	-	-	-	-	-	-	-	175	175	100%	

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2022**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Legal Services</b>															
Legal - General Counsel	-	4,388	-	1,138	-	-	1,045	560	595	-	3,953	700	12,378	15,000	83%
Legal - Encroachments	-	-	-	-	1,358	-	1,212	381	19	-	-	210	3,180	-	N/A
<b>Other General Government Services</b>															
Engineering Services - General Fund	-	1,898	-	-	-	-	-	-	-	-	15,954	425	18,276	5,000	366%
Asset Maps/Cost Estimates	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
Asset Administrative Services	-	833	833	-	833	1,667	833	833	833	-	833	833	8,333	10,000	83%
Reserve Analysis	-	7,250	-	-	-	-	-	-	-	-	-	-	7,250	-	N/A
Encroachment Agreements	-	-	618	-	-	-	-	-	-	-	1,203	-	1,820	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>4,496</b>	<b>33,138</b>	<b>28,111</b>	<b>4,508</b>	<b>7,026</b>	<b>13,730</b>	<b>8,005</b>	<b>6,517</b>	<b>6,346</b>	<b>7,697</b>	<b>27,174</b>	<b>7,012</b>	<b>153,759</b>	<b>133,193</b>	<b>115%</b>
<b>Stormwater Management Services</b>															
Professional Services															
Asset Management	-	2,983	2,983	-	2,983	5,967	2,983	2,984	2,983	2,983	2,983	2,983	32,817	35,800	92%
NPDES	-	-	-	-	-	-	-	-	-	-	-	36	36	3,000	1%
Mitigation Monitoring	-	2,393	-	-	-	850	-	-	-	833	-	-	4,076	-	N/A
Utility Services															
Electric - Aeration Systems	-	764	-	546	550	553	1,191	583	501	-	599	411	5,698	4,800	119%
Repairs & Maintenance															
Lake System															
Aquatic Weed Control	-	5,438	4,752	-	10,940	4,752	10,496	-	9,395	4,895	4,895	4,845	60,406	76,000	79%
Lake Bank Maintenance	-	-	-	-	-	-	4,001	-	-	-	3,228	-	7,229	3,000	241%
Water Quality Testing	-	-	4,660	-	-	-	-	4,660	-	-	-	-	9,320	14,300	65%
Water Control Structures	-	4,500	-	-	-	-	4,000	7,800	-	-	32,600	-	48,900	25,000	196%
Grass Carp Installation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Littoral Shelf Barrier/Replanting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Cane Toad Removal	-	3,300	3,000	-	2,900	6,300	3,600	3,600	3,600	3,600	600	6,800	37,300	36,000	104%
Midge Fly Control	-	-	-	-	-	9,150	-	-	10,150	-	-	1,000	20,300	19,600	104%
Aeration System	-	750	1,444	-	-	-	-	-	-	-	773	-	2,966	12,000	25%
Fish Re-Stocking	-	-	-	-	-	-	-	-	-	-	5,768	-	5,768	-	N/A
Wetland System															
Routine Maintenance	-	3,134	4,803	-	6,268	4,134	3,228	-	3,228	3,228	3,000	3,278	34,301	48,100	71%
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Capital Outlay															
Aeration Systems	-	-	1,331	-	5,050	-	4,710	-	-	-	-	-	11,092	16,000	69%
Littoral Shelf Replanting/Barrier	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Turbidity Screens	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Erosion Restoration	-	500	600	-	1,400	2,050	52,756	11,175	28,025	1,000	900	500	98,906	118,800	83%

Prepared by:

**JPWARD and Associates, LLC**

**Miromar Lakes Community Development District  
General Fund  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through September 30, 2022**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	108,000	0%
<b>Sub-Total:</b>	<b>-</b>	<b>23,762</b>	<b>23,573</b>	<b>546</b>	<b>30,092</b>	<b>33,755</b>	<b>86,965</b>	<b>30,801</b>	<b>57,882</b>	<b>16,539</b>	<b>55,346</b>	<b>19,853</b>	<b>379,115</b>	<b>520,400</b>	<b>73%</b>
<b>Other Current Charges</b>															
Hendry County - Panther Habitat Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	500	0%
<b>Reserves for General Fund</b>															
Water Management System	-	-	-	-	-	-	-	-	-	-	-	-	-	105,000	0%
Disaster Relief Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	95,000	0%
<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>200,500</b>	<b>0%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 4,496</b>	<b>\$ 56,900</b>	<b>\$ 51,685</b>	<b>\$ 5,053</b>	<b>\$ 37,118</b>	<b>\$ 47,485</b>	<b>\$ 94,970</b>	<b>\$ 37,318</b>	<b>\$ 64,227</b>	<b>\$ 24,237</b>	<b>\$ 82,520</b>	<b>\$ 26,865</b>	<b>\$ 532,874</b>	<b>\$ 854,093</b>	<b>62%</b>
Net Increase/ (Decrease) in Fund Balance	29,910	155,043	396,183	46,490	(20,850)	(38,923)	(54,182)	(32,052)	(55,589)	16,580	(82,520)	(26,865)	333,227	8,227	
Fund Balance - Beginning	320,696	350,606	505,649	901,833	948,323	927,473	888,550	834,368	802,316	746,727	763,308	680,788	320,696	320,696	
<b>Fund Balance - Ending</b>	<b>\$ 350,606</b>	<b>\$ 505,649</b>	<b>\$ 901,833</b>	<b>\$ 948,323</b>	<b>\$ 927,473</b>	<b>\$ 888,550</b>	<b>\$ 834,368</b>	<b>\$ 802,316</b>	<b>\$ 746,727</b>	<b>\$ 763,308</b>	<b>\$ 680,788</b>	<b>\$ 653,923</b>	<b>653,923</b>	<b>\$ 328,923</b>	



**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2012 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2022**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 79,641	0%
<b>Interest Income</b>															
Reserve Account	(10,240)	-	-	-	13,508	2	-	-	-	-	-	-	3,270	7,200	45%
Prepayment Account	-	0	0	0	-	0	-	-	-	-	-	-	1	-	N/A
Revenue Account	1	1	0	0	4	6	-	-	-	-	-	-	13	100	13%
Interest Account	-	-	-	-	0	-	-	-	-	-	-	-	0	-	N/A
<b>Special Assessment Revenue</b>															
Special Assessments - On-Roll	306	270,220	573,853	22,169	20,836	10,961	-	-	-	-	-	-	898,346	929,731	97%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>															
Refunding Bond Proceeds - 2022 Refinance	-	-	-	-	-	6,713,851	-	-	-	-	-	-	6,713,851	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ (9,932)</b>	<b>\$ 270,222</b>	<b>\$ 573,853</b>	<b>\$ 22,170</b>	<b>\$ 34,348</b>	<b>\$ 6,724,820</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>7,615,481</b>	<b>\$ 1,016,672</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>															
<b>Debt Service</b>															
<b>Principal Debt Service - Mandatory</b>															
Series 2012 Bonds	-	-	-	-	-	-	-	7,665,000	-	-	-	-	7,665,000	\$ 525,000	1460%
<b>Principal Debt Service - Early Redemptions</b>															
Series 2012 Bonds	-	85,000	-	-	-	-	-	-	-	-	-	-	85,000	85,000	100%
<b>Interest Expense</b>															
Series 2012 Bonds	-	206,956	-	-	-	-	-	204,684	-	-	-	-	411,641	412,031	100%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	144,641	-	-	-	-	-	-	144,641	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 291,956</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 144,641</b>	<b>\$ -</b>	<b>\$ 7,869,684</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>8,306,282</b>	<b>\$ 1,022,031</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	(9,932)	(21,734)	573,853	22,170	34,348	6,580,179	-	(7,869,684)	-	-	-	-	(690,801)	(5,359)	
Fund Balance - Beginning	690,801	680,868	659,134	1,232,987	1,255,157	1,289,505	7,869,684	7,869,684	-	-	-	-	690,801	870,552	
<b>Fund Balance - Ending</b>	<b>\$ 680,868</b>	<b>\$ 659,134</b>	<b>\$ 1,232,987</b>	<b>\$ 1,255,157</b>	<b>\$ 1,289,505</b>	<b>\$ 7,869,684</b>	<b>\$ 7,869,684</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 865,193</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2015 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2022**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 193,689	0%
<b>Interest Income</b>															
Reserve Account	(11,275)	0	0	0	0	0	15,233	2	113	250	429	659	5,412	12,000	45%
Interest Account	-	-	-	-	-	-	0	0	0	-	-	-	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	0	0	-	-	-	0	-	N/A
Prepayment Account	1	1	-	-	-	-	-	0	2	4	6	9	22	-	N/A
Revenue Account	3	3	2	2	4	4	4	4	117	266	457	702	1,568	20	7839%
<b>Special Assessment Revenue</b>															
Special Assessments - On-Roll	180	158,919	337,489	13,038	12,254	6,446	4,933	3,963	6,509	5,014	-	-	548,744	546,703	100%
Special Assessments - Off-Roll	-	-	-	-	-	-	352,264	-	-	-	-	-	352,264	352,264	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>															
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Bond Proceeds</b>															
<b>Total Revenue and Other Sources:</b>	<b>\$ (11,091)</b>	<b>\$ 158,923</b>	<b>\$ 337,491</b>	<b>\$ 13,040</b>	<b>\$ 12,258</b>	<b>\$ 6,450</b>	<b>\$ 372,435</b>	<b>\$ 3,969</b>	<b>\$ 6,740</b>	<b>\$ 5,533</b>	<b>\$ 893</b>	<b>\$ 1,371</b>	<b>\$ 908,011</b>	<b>\$ 1,104,676</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>															
<b>Debt Service</b>															
<b>Principal Debt Service - Mandatory</b>															
Series 2015 Bonds	-	-	-	-	-	-	-	460,000	-	-	-	-	460,000	\$ 460,000	100%
<b>Principal Debt Service - Early Redemptions</b>															
Series 2015 Bonds	-	155,000	-	-	-	-	-	-	-	-	-	-	155,000	200,000	78%
<b>Interest Expense</b>															
Series 2015 Bonds	-	231,500	-	-	-	-	-	227,625	-	-	-	-	459,125	453,000	101%
<b>Original Issue Discount</b>															
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 386,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 687,625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1,074,125</b>	<b>\$ 1,113,000</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	(11,091)	(227,577)	337,491	13,040	12,258	6,450	372,435	(683,656)	6,740	5,533	893	1,371	(166,114)	(8,324)	
Fund Balance - Beginning	1,136,694	1,125,602	898,025	1,235,517	1,248,557	1,260,815	1,267,265	1,639,699	956,043	962,783	968,316	969,209	1,136,694	-	
<b>Fund Balance - Ending</b>	<b>\$ 1,125,602</b>	<b>\$ 898,025</b>	<b>\$ 1,235,517</b>	<b>\$ 1,248,557</b>	<b>\$ 1,260,815</b>	<b>\$ 1,267,265</b>	<b>\$ 1,639,699</b>	<b>\$ 956,043</b>	<b>\$ 962,783</b>	<b>\$ 968,316</b>	<b>\$ 969,209</b>	<b>\$ 970,579</b>	<b>970,579</b>	<b>\$ (8,324)</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2022 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2022**

Description	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>										
Reserve Account	-	-	-	-	-	-	-	-	-	N/A
Interest Account	-	0	0	0	0	0	0	3	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	0	0	0	0	1	-	N/A
Escrow Fund Account	-	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>										
Special Assessments - On-Roll	-	8,388	6,738	11,067	8,525	-	-	34,719	-	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	N/A
Net Inc (Dec) Fair Value Investments	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	144,641	-	-	-	2,134	-	-	146,775	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 144,641</b>	<b>\$ 8,389</b>	<b>\$ 6,739</b>	<b>\$ 11,067</b>	<b>\$ 10,659</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 181,497</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>										
<b>Debt Service</b>										
<b>Principal Debt Service - Mandatory</b>										
Series 2022 Bonds	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Principal Debt Service - Early Redemptions</b>										
Series 2022 Bonds	-	-	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>										
Series 2022 Bonds	-	-	-	-	-	-	-	-	-	N/A
<b>Original Issue Discount</b>										
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	144,641	8,389	6,739	11,067	10,659	1	1	181,497	-	
Fund Balance - Beginning	-	144,641	153,030	159,769	170,836	181,495	181,496	-	-	
<b>Fund Balance - Ending</b>	<b>\$ 144,641</b>	<b>\$ 153,030</b>	<b>\$ 159,769</b>	<b>\$ 170,836</b>	<b>\$ 181,495</b>	<b>\$ 181,496</b>	<b>\$ 181,497</b>	<b>181,497</b>	<b>\$ -</b>	



**Miromar Lakes Community Development District**  
**Capital Project Fund - Series 2022**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2022**

Description	March	April	May	June	July	August	September	Year to Date	Total Annual Budget
<b>Revenue and Other Sources</b>									
<b>Carryforward</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
<b>Interest Income</b>									
Construction Account	-	-	-	-	-	-	-	-	-
Cost of Issuance	-	0	0	0	0	-	-	0	-
<b>Refunding Bond Proceeds (2012 Bonds)</b>	246,149	-	-	-	-	-	-	246,149	-
<b>Contributions from Private Sources</b>	-	-	-	-	-	-	-	-	-
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	-	-	-	-	-	-
<b>Total Revenue and Other Sources:</b>	<b>\$ 246,149</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 246,149</b>	<b>\$ -</b>
<b>Expenditures and Other Uses</b>									
<b>Executive</b>									
Professional Management	5,000	-	-	-	-	-	-	\$ 5,000	\$ -
Assessment Roll Services	5,000	-	-	-	-	-	-	\$ 5,000	\$ -
<b>Other Contractual Services</b>									
Trustee Services	5,975	-	-	-	-	-	-	\$ 5,975	\$ -
Postage and Freight	-	-	-	-	550	-	-	\$ 550	\$ -
<b>Printing &amp; Binding</b>	-	-	-	-	-	-	-	\$ -	\$ -
<b>Legal Services</b>									
Legal - Series 2022 Bonds	93,750	-	-	-	-	-	-	\$ 93,750	-
<b>Payment to Refunded Bonds Escrow Agent</b>									
2022 Refinance	133,740	-	-	-	-	-	-	\$ 133,740	-
<b>Capital Outlay</b>									
Water-Sewer Combination-Construction	-	-	-	-	-	-	-	\$ -	\$ -
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	\$ -	\$ -
Off-Site Improvements-CR 951 Extension	-	-	-	-	-	-	-	\$ -	\$ -
<b>Construction in Progress</b>	-	-	-	-	-	-	-	\$ -	-
<b>Cost of Issuance</b>									
Series 2022 Bonds	-	-	-	-	-	-	-	-	\$ -
<b>Underwriter's Discount</b>	-	-	-	-	-	-	-	\$ -	-
<b>Operating Transfers Out (To Other Funds)</b>	\$ -	\$ -	\$ -	\$ -	2,134	-	-	\$ 2,134	-
<b>Total Expenditures and Other Uses:</b>	<b>\$ 243,465</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,684</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 246,149</b>	<b>\$ -</b>
<b>Net Increase/ (Decrease) in Fund Balance</b>	\$ 2,684	\$ 0	\$ 0	\$ 0	\$ (2,684)	\$ -	\$ -	\$ -	\$ -
<b>Fund Balance - Beginning</b>	\$ -	\$ 2,684	\$ 2,684	\$ 2,684	\$ 2,684	\$ -	\$ -	\$ -	\$ -
<b>Fund Balance - Ending</b>	<b>\$ 2,684</b>	<b>\$ 2,684</b>	<b>\$ 2,684</b>	<b>\$ 2,684</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Prepared by:  
**JPWARD and Associates, LLC**